

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER RQ CIO20170395													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER LCLOC17Q0008													
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Contracts & Grants		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME 06/13/2017 12:00:00												
9. ISSUED BY Contracts & Grants Library of Congress Contracts & Grants Management 101 Independence Ave SE LA325 Washington, DC 20540-9410			CODE 9410	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR													
			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGE WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: SIZE STANDARD: <input type="checkbox"/> 8(A)												
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		<input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS	13b. RATING												
15. DELIVER TO Library of Congress/Madison Receiving 101 Independence Ave SE Washington, DC 20540			CODE 9413	16. ADMINISTERED BY Contracts & Grants Library of Congress Contracts & Grants Management 101 Independence Ave SE LA325													
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Submit Invoices through https://www.ipp.gov													
Telephone No.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM														
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER																	
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">19. ITEM NO.</th> <th style="width:40%;">20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small></th> <th style="width:10%;">21. QUANTITY</th> <th style="width:10%;">22. UNIT</th> <th style="width:10%;">23. UNIT PRICE</th> <th style="width:10%;">24. AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">See Lines</td> </tr> </tbody> </table>						19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	See Lines					
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See Lines																	
25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail				26. TOTAL AWARD AMOUNT (For Govt. Use Only)													
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED														
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED														
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:														
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)														
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED												

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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Section B - Supplies or Services and Prices/Costs

Description: Select when creating a solicitation or contract for commercial IT items.

Item No.	Supplies or Services	Quantity	Unit	Unit Price	Amount
1	BASE PERIOD - Phase 1 - Data Center Build in Accordance with Section C	1.000000	LOT		
	Period of Performance: 08/01/2017 - 07/31/2018				
	Reference Line: RQ - CIO20170395 - 0001				
2	OPTION 1 - Phase 2 - Expansion and Migration in Accordance with Section C	1.000000	LOT		
	Period of Performance: 08/01/2018 - 07/31/2019				
	Reference Line: RQ - CIO20170395 - 0001				
3	OPTION 2 - Phase 3 - Migration and Retirement	1.000000	LOT		
	Period of Performance: 08/01/2019 - 07/31/2020				
	Reference Line: RQ - CIO20170395 - 0001				

LC52.212-2 Commercial License Agreements (June 2016)

This clause applies to any third-party licenses that are incidental to the prime contractor's data center solution that is delivered under this contract.

The manufacturer's license agreement is hereby incorporated into the contract, except that license terms addressing the following topics are expressly excluded: indemnification by the Government; provision of legal representation or payment of attorneys' fees by the Government; arbitration and other provisions mandating alternate dispute resolution; choice of law or venue; compliance with industry standards not imposed by law; interest penalty payments; payment of tax; "entire agreement" provisions; term and termination, and automatic renewal; sovereign immunity; order of precedence; and the Government's rights under U.S. Copyright Law. Likewise, any license terms that conflict with the FAR or that would modify or contravene this contract or order are expressly excluded. The rights and obligations provided by this contract or order takes precedence over the rights and obligations set forth in the license agreement.

Licenses presented when users log onto a system that instruct the user to "Click here to accept" or otherwise interactively agree to a standard license do not supersede the terms of this contract and any Library-specific licenses incorporated herein. The Government will not be bound by anyone other than a warranted Contracting Officer.

(End of clause)

LC52.216-3 Contract Type (JUN 2016)

This is a Firm Fixed Price (FFP) contract.

(End of Clause)

Section C - Descriptions/Specifications/Statement of Work

C Description and Specifications

C.1. Project Title

Application Rationalization, New Data Center Build, and Migration Services

C.2. Background

The Library of Congress' (Library's) Primary Computing Facility (PCF) data center is currently on Capitol Hill, a site vulnerable to environmental threats such as weather and earthquakes, but more critically, a prime target in the region for physical acts of terrorism. Additionally, built in the late 1970's, the PCF cannot provide the level of data center reliability that mission-critical programs and constituents now require. As an "Uptime Institute Tier 1" facility, the PCF has an Uninterruptable Power Supply (UPS) for power conditioning, dedicated cooling and a backup generator for power outages, but no power or cooling redundancy. The current PCF has to be shut down annually during a fire and safety check by the Architect of the Capitol (AOC), a practice required because of the threat that the building generators, at the end of service life, will not be able to handle the full data center power demand during required electrical power maintenance. Each shut down is a non-trivial operation with high risk of hardware failure.

High-level information about the data center is provided as follows:

- **Number of Production Servers:** Over 1,500 servers (physical and virtual nodes)
- **Server Types:** Windows, Linux, Solaris, AIX, UNIX, VMWare
- **Production Enterprise Database Environments:**
 - Oracle: Roughly 23 servers supporting over 64 production databases
 - MySQL: Roughly 32 servers supporting over 104 databases
 - MS SQL Server: Roughly eight MS SQL Server databases and application servers supporting over 25 databases
- **Storage capacity:** Over 9.0 petabytes of spinning disk and 16 petabytes of tape storage
- **Total number of IT systems/applications:** Over 100 IT systems and business applications

The Library will transition its current PCF operations to new hosting models that will include a combination of a shared hosting facility, private cloud, managed colocation services, external managed platform-as-a-service (PaaS) and software-as-a-service (SaaS), and public cloud infrastructure-as-a-service (IaaS).

Recent reports about LOC IT can be found here:

- <https://www.loc.gov/about/reports-and-budgets/annual-reports/>
- <https://www.copyright.gov/reports/itplan/>
- <https://www.loc.gov/about/office-of-the-inspector-general/annual-reports/>
- <http://www.gao.gov/products/GAO-15-315>

The Library's contracted services will support desired outcomes, including:

- Documentation of the desired target hosting state that describes the hosting environments, supported IT systems, network topology, and architecture
- Comprehensive planning for migration to the target hosting environments that supports cost-effective, secure, and agile IT management
- The build of the Library's new data center to include procurement, installation, and configuration of all network, software, and hardware components
- Successful and complete transition of all Library production IT applications, systems, and services out of the PCF and into the selected target hosting environment(s)
- Purchase of required hardware and software to implement the initial buildout of the new leased facility

C.3. Scope

The contractor shall develop and implement a comprehensive data center migration plan to migrate the Library's current PCF data center, to a set of hosting environments that will include a new data center geographically removed from the District of Columbia, as well as private and public cloud service environments. The contractor shall conduct all validation of existing data center technologies and planned storage initiatives; migration road mapping; infrastructure and services procurement, installation, and configuration; application rationalization; data and application migration; data center testing; as well as security assessment and authorization support activities.

C.4. Objectives**4.1. Project Management**

4.1.1. The contractor shall develop and submit a draft project management plan with its proposal. The draft project management plan must include the following minimum information:

- milestones, activities, and timelines for the migration services;
- technical approach, organizational resources, and management controls to be employed to meet cost, performance, schedule, and quality requirements throughout contract performance;
- Subcontractor/management plan including risk analysis, evaluation, communication, performance, auditing, and dispute resolution;
- Communications plan that details the frequency and content of reports related to each phase of the migration effort (identification of work completed, time elapsed, risks/issues identified, and recommended solutions)

4.1.2. The contractor shall attend a project kickoff meeting within 5 days after contract award. The kickoff meeting agenda will include the following minimum topics:

- Introduction to the project team and discussion of roles;
- Review the contract and functional requirements;

- Review of the draft project management plan submitted with the proposal;
- Library COR recommendations and comments on the draft project management plan
- Decision on a tool to track the project (either vendor or Library-provided);
- Initiation of immediate tasks such as systems and facility access for contractor employees;
- Quality and acceptance criteria for deliverables;
- Discussion of the cutover strategy;

4.1.3. The contractor shall submit a final project management plan that addresses the Library' COR's comments within 10 days after contract award.

4.1.4. The contractor shall maintain clear government visibility into program cost, schedule, technical performance, and risk, including a written report submitted to the Library COR once a week.

4.1.5. The contractor shall conduct monthly meetings with the Library COR, the contractor Project Manager, and any necessary additional technical or management personnel to discuss project status and planned activities. (Offerors may propose an alternate frequency if it better aligns with their proposed technical approach.)

4.2. Application Rationalization

The contractor shall:

4.2.1. Utilize industry best practices to conduct an inventory of the IT assets to enable a comprehensive view of the Library's applications, IT infrastructure, and security;

4.2.2. Produce thorough analysis resulting in a comprehensive report on the Library's IT users and stakeholders that would be impacted by migration. For example, stakeholder groups could include Service Unit Leadership, IT System Owners, and End Users;

4.2.3. Describe considerations for inventorying the infrastructure such as hardware, application, middleware & databases, networks, as well as any other relevant factors or components of the infrastructure;

4.2.4. Identify interdependencies such as application dependencies and affinities to servers or server configuration;

4.2.5. Provide work products for application mapping that result in the Library's understanding of the benefits and implications of moving individual applications or groups of applications;

4.2.6. Develop application evaluation criteria, application profiling, and application dependency mapping to include:

- An approach to mapping multi-purpose applications; and
- Identification and description of methodology for analyzing applications/infrastructure across a range of lifecycle stages (e.g. development, testing, and production).

4.2.7. Describe approach for decomposition of applications and identification of common functions and services that can potentially be migrated, and identification of potential shared services.

4.2.8. Collect and review operational, performance, and IT security requirements for each IT system using Library-provided documentation and interviewing stakeholders;

4.2.9. Recommend target hosting site or decommissioning for each of the Library's IT systems;

- The Contractor may leverage a study and an MS Excel-based tool, both developed by a previous contractor, to select the appropriate hosting environment for each IT system; and

4.2.10. Determine updates needed to core components for each IT system, as appropriate, to enable successful migration.

4.3. New Data Center Migration

4.3.1. Migration Planning

The contractor shall:

4.3.1.1. Develop the Data Center Migration plan including an executable roadmap;

4.3.1.2. Document testing and acceptance criteria for all migration milestones across all Migration Execution phases;

4.3.1.3. Prioritize applications using industry standard processes and results of the Application Rationalization;

4.3.1.4. Provide maximum alignment to Federal and industry best practices, amplifying the Library ability to achieve management objectives as outlined in its IT Strategic Plan;

4.3.1.5. Maintain alignment with the Library's Enterprise Architecture, IT Investment cycle, and IT Service Strategy;

- 4.3.1.6. Document and ensure alignment of technical, operational, and security requirements for target hosting environments including, communication interconnections, power, cooling, IT security, IT system hosting, disaster recovery, and testing;
- 4.3.1.7. Maintain alignment with the Library's change management processes;
- 4.3.1.8. Provide planning services that apply the Library's System Development Life Cycle (SDLC) and Project Management Life Cycle (PMLC) processes and artifact templates;
- 4.3.1.9. Produce "quick win" analysis of applications that are well-suited for accelerated migration, and provide recommendations for executing this migration;
- 4.3.1.10. Provide migration services that accommodate considerations from an enterprise perspective including impact on the Library's service units, business continuity, contracts, management, and technical components (applications, network, servers, storage, databases, and IT security). Particular focus must be given to minimizing downtime to any production applications or systems.;
- 4.3.1.11. Provide communications plan for all affected parties of the migration(s) to ensure end-user adoption, customer satisfaction, successful organizational process changes, and alignment with the Library's policies, requirements and goals;
- 4.3.1.12. Identify and manage in-scope technical changes and training needs for migration;
- 4.3.1.13. Identify and manage risks related to migration;
- 4.3.1.14. Ensure data center migration roadmap maximizes cost reduction and identifies constraints and inhibitors;
- 4.3.1.15. Include considerations in the migration planning solution for the target design such as capacity, schedules, migration priority, and cost;
- 4.3.1.16. Document requirements including network, network performance, power & cooling, IT security, storage, compute, and disaster recovery;
- 4.3.1.17. Ensure thorough testing of IT systems and application within a testing environment against standardized test plans;
- 4.3.1.18. Describe approach to post-implementation data center governance to include Standard Operating Procedures and configuration of COTS monitoring tools, security tools, or other COTS items.

4.3.2. Migration Execution

The contractor shall complete migration of the Library's data center in a phased approach that includes the following minimum phases:

4.3.2.1. Phase 1: Basic Build

- i. Design and document new shared hosting facility architecture, long haul network topology, floor plans, network interconnects;
- ii. Build the new data center infrastructure to include acquisition, installation, and configuration of long haul network transmission, data center core rack, network, IT security, storage, servers, databases, and IT disaster recovery capability. The infrastructure will include new or upgraded components:
 - 1. Long Haul Transmission ring between the new data center and the Library's current data centers: the PCF, the Culpeper Computing Facility (CCF), and the Alternate Computing Facility (ACF);
 - 2. Increased bandwidth between the PCF, CCF, and the ACF
 - 3. A high speed Data Center Core Network at the hosting site. This consists of core, SAN and ancillary switches, DNS appliances, firewalls, taps for the security appliances, and other infrastructure equipment;
 - 4. Mandatory network security appliances and processes;
 - 5. Server and storage components/IT discovery tools to handle the monitoring, diagnostic, and security requirements of the environment;
- iii. Acquire, install, and configure software and licenses needed at the target hosting environments to support the Library's IT systems and applications ;
- iv. Support the Library's IT security assessment and authorization review process for new data center components including generating supporting documents;

- v. Set up and configure hosting components including virtual servers and networking components within private and public cloud hosting environments;
- vi. Establish a testing environment to test and refine capabilities for secure and efficient migration of selected systems, applications, and data; and
- vii. Migrate selected subset of Library IT systems to new data center. Particular focus must be given to minimizing downtime to any production applications or systems.

4.3.2.2. Phase 2: Expansion and Migration

The contractor shall:

- i. Update the Migration Roadmap in coordination with the Library COR;
- ii. Continue to expand capacity at the new data center including installation and configuration of additional hosting components
- iii. Continue to acquire, install, and configure software and licenses needed at the target hosting environments to support the Library’s IT systems and applications
- iv. Ensure successful completion of acceptance testing, migration of selected production IT systems, business applications, and data services out of the PCF
- v. Provide documentation updates for all design documents, IT disaster recovery, IT security, operational documents, and inventory;
- vi. Support updates needed to support the Library’s IT security assessment and authorization review process for updated data center components;
- vii. Plan and coordinate the migration and testing of applications and services from the PCF to the Library’s selected hosting environments. Particular focus must be given to minimizing downtime to any production applications or systems;
- viii. Ensure all Library stakeholders for the Data Center are informed of the migration approach, processes, schedule, and status with sufficient preparation time;
- ix. Support IT Disaster Recovery exercises and tests; and
- x. Support decommissioning of migrated IT systems from the PCF.

4.3.2.3. Phase 3: Migration and Retirement

The contractor shall:

- i. Update the Migration Roadmap in coordination with the Library COR;
- ii. Continue to plan and coordinate migration and testing of applications and services from the PCF to the Library’s selected hosting environments. Particular focus must be given to minimizing downtime to any production applications or systems;
- iii. Set up additional hardware and services to assist with migrating systems and digital content while minimizing operational disruption;
- iv. Transition the Madison PCF operations once all appropriate systems, application, and data services are migrated to the new target hosting environments, and all operational requirements are met; and
- v. Provide support for decommissioning activities as needed.

C.5. Deliverables

The contractor shall provide the following:

All days are expressed as “calendar days” unless otherwise stated.

Item No:	SOO Reference	Description	Due Date
1.	C.4.1.1	Proposed Performance Work Statement and Project Management Plan	With Proposal
2.	C.4.1.2	Kickoff meeting	Within 5 days after award
3.	C.4.1.3	Final Project Management Plan	Within 10 days after award

4.	C.4.2	Application Rationalization Documents	120 days after award
5.	C.4.3	Draft Migration Roadmap	30 days after award
6.	C.4.3	Final Migration Roadmap	40 days after award
7.	C.4.3.2.1	Phase 1: Draft Data Center Design Documentation	60 days after award
8.	C.4.3.2.1(i)	Phase 1: Final Data Center Design Documentation (includes all scripts and code required to implement design)	120 days after award
9.	C.4.3.2.1(ii)	Phase 1: New Data Center Build-out (Contractors may propose multiple sub-deliverables with separate fixed prices and delivery times)	Offerors to propose Desired completion within 12 months after award Required completion within 18 months after award
10.	C.4.3.2.1(vii)	Phase 1: Migration of selected systems	To align with Phase 1 completion
11.	C.4.3.2.2(i)	Phase 2: Migration Roadmap Update	5 days after Phase 2 start / option exercise
12.	C.4.3.2.2	Phase 2: Data Center Expansion and Migration (Contractors may propose multiple sub-deliverables with separate fixed prices and delivery times)	Offerors to propose Desired completion within 12 months after award Required completion within 18 months after award
13.	C.4.3.2.2(i)	Phase 3: Migration Roadmap Update (includes all scripts and code required to implement migration)	5 days after Phase 3 start / option exercise
14.	C.4.3.2.3	Phase 3: Migration and Retirement (Contractors may propose multiple sub-deliverables with separate fixed prices and delivery times) (includes all scripts and code required to implement migration)	Offerors to propose Desired completion within 12 months after award Required completion within 18 months after award
15.	C.4.1.4	Project Management: periodic reporting	Weekly
16.	C.4.1.5	Status Meeting	Monthly, unless otherwise proposed to align with offeror's technical approach

C.6. Personnel

The contractor shall provide a Project Manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The Project Manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The Project Manager or alternate shall be available during core business hours identified in section F. The Project Manager, Alternate Project Manager, and a Data Center Architect shall be designated as key personnel in accordance with Library Clause LC52.237-1:

Project Manager/Alternate Project Manager - Minimum qualifications shall include:

- Ability to communicate both orally and in writing with senior level executives
- Ability to meet critical deadlines
- Expertise in execution and oversight of federal IT programs
- At least 10 years of project management experience with demonstrable success in the planning and execution of at least two data center projects in similar scope, complexity, and timeframe

Data Center Architect – Minimum qualifications shall include:

- Bachelor's Degree in Computer Science, Engineering or a related technical discipline, or the equivalent combination of education, technical training, or work/military experience. Master's degree preferred
- 15-20 years of related systems engineering experience
- Experience understanding and identifying customer "hot buttons" and developing a plan/approach that addresses each
- Experience leading and building team consensus and conveying the necessary messages in a compelling proposal volume
- Expert knowledge of software engineering principles, methods, and techniques.
- Design experience in large scale, enterprise-wide systems, providing user facing core IT services such as virtualized cloud architectures, virtual desktop, email, unified communications, or related enterprise productivity applications
- Knowledge of the associated data center hardware, software, and equipment

Preferred qualifications include:

- Professional certification in one or more of the following: VMWare, Citrix, Microsoft Exchange, Microsoft Active Directory
- Experience with UNIX, Solaris, and Windows Platforms
- Competency with connecting hosts to storage, multipathing, and managing Nimble disk arrays using iSCSI
- Competency with managing and upgrading firmware and fabric migrations and consolidations using Cisco fiber switches

Non-Key Personnel Qualifications

Contractor shall provide Analysts with experience in Federal or Legislative branch application hosting alternatives and a proven track record of at least one completed major application migration to the cloud and several minor application migrations completed to cloud / hybrid solutions. Prior analyst experience should also demonstrate experience with data storage, data networking, and Dense Wavelength Division Multiplexing (DWDM) technology.

Anticipated non-key personnel positions include the following; however, the contractor is required to develop, propose, and maintain the adequate team composition to complete all phases of this contract.

- Systems Architect
- Subject Matter Experts (Windows)
- Subject Matter Experts (UNIX)
- Telecommunications Engineers
- Computer Security Systems Specialists
- Applications Engineers
- Database Specialists
- Test Engineers
- Hardware Installation Technicians
- Competency with connecting hosts to storage, multipathing, and managing Nible disk arrays using iSCSI

C.7. Government Furnished Property and Information

The Library will provide the following Government Furnished Information (GFI):

- Library's Project Management Plan template

Vendors that submit a formal request to the Library and complete a non-disclosure agreement will receive the following items with the solicitation:

- Library's logical network topology
- Location of the Library's new data center facility
- The Library of Congress Information Technology Security Directive 01 (Dir 01)
- Library IT Security Hardening Guides (link will be provided)

After contract award, the following documents will be made available to the contractor:

- PCF Relocation - Data Center Assessment Documentation
- MS Excel spreadsheet tool to evaluate applications for hosting
- Relevant sections of the Library's Technical Reference Model (TRM)

The Library will provide the following Government Furnished Property (GFP):

- Laptops, phones, and desk space for the assigned contractor key personnel: Project Manager and Data Center Architect

C.8. Intellectual Property

The Library shall retain full rights to use or distribute any data, documents, or other intellectual property developed by the contractor in the course of performing services under this contract in accordance with FAR Clause 52.227-14. Rights to third-party software or hardware items with pre-existing Copyright or intellectual property designations shall be administered pursuant to FAR Clause 52.227-19.

C.9. Travel

The Library will not pay for contractor travel expenses incurred under this contract on a reimbursable basis. The contractor shall include any necessary travel expenses as itemized, fixed-price Other Direct Costs (ODCs) within the firm fixed price for each phase of this contract.

Section D - Packaging and Marking

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)

LC52.231-1 Payment of Postage Fees (May 2015)

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

(End of clause)

Section E - Inspection and Acceptance

E Inspection and Acceptance

Inspection and acceptance shall be administered pursuant to paragraph (a) of FAR Clause 52.212-4.

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

ITEM	START	END
1	08/01/2017	07/31/2018
2	08/01/2018	07/31/2019
3	08/01/2019	07/31/2020

F Deliveries or Performance

F.1. Period of Performance

The period of performance shall be in accordance with section B itemized lines.

The Library may unilaterally exercise each option item pursuant to FAR 52.217-9.

F.2. Hours of Operation

All work requiring access to Library facilities must be conducted between the hours of 8:00am to 6:00pm Monday through Friday, excluding Federal holidays, and unless otherwise agreed between the contractor and the Library COR. (Exception for migration activities which must be conducted during Library directed maintenance periods to minimize system or application downtime for the affected items. This is anticipated to occur after core business hours or on weekends.)

F.3. Place of Performance

The work attendant to this contract shall be performed at the Library of Congress facilities at the Capitol Hill campus as well as the new Data Center location.

Library Capitol Hill Campus Address:

The Library of Congress
James Madison Memorial Building
101 Independence Avenue, SE
Washington, DC 20540

New Data Center address [to be announced to requesting/qualified offerors during solicitation].

Clauses By Reference

Clause	Title
52.242-15	Stop-Work Order (Aug 1989)
52.247-34	F.O.B. Destination (Nov 1991)

Section G - Contract Administration Data

LC52.201-3 Contract Administration (AUG 2015)

This contract will be administered by:

Library Contracting Officer

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

Library Contracting Officer's Representative

TBD

Contractor Contract Administrator

TBD
(End of clause)

LC52.204-5 Identification and Building Passes (Dec 2014)

- (a) The Contractor shall schedule with the COR time for contractor staff to be available to receive Library-issued photo identification badges prior to starting work.
- (b) The Contractor shall provide instruction and ensure that each employee performing work under this contract displays their photo-identification badges at all times they are present on-duty in the building. Refusal or repeated neglect to display the photo-identification may result in an unsuitability determination.
- (c) Upon termination, resignation or other event leading to a contract employee leaving duty under this contract, the Contractor is responsible for returning all Government identification, building passes, keys, and other Government property issued to that employee. Failure on the part of the Contractor may result in the Contractor's liability for all costs associated with correcting the resultant breach in building security.
- (d) The requirements of this clause are applicable to and shall be observed by all subcontractors who perform work at all Library of Congress facilities.
- (e) The Contractor shall ensure that all employees, both directly employed and subcontracted, contractor's and sub-contractors, obtain Library ID badges. Badges shall be visibly displayed at all times while in Library premises. The Library will issue badges without charge. Contractor shall accurately maintain a list of employee badge number on the Employee Roster and provide updates to the COR upon request. An employee's badge shall be returned within 5 days from the termination of that employee's employment. All badges shall be returned at the completion/termination of the contract.

(End of clause)

LC52.232-1 Library of Congress Invoice Instructions (Oct 2016)

The Contractor must prepare and submit invoices electronically to: <https://www.ipp.gov>. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the contracting officer in writing. Assistance is available via the IPP Help Desk via email at: ippgroup@bos.frb.org or by commercial telephone at (866) 973-3131. Invoices shall contain the information required in FAR 52.212-4, paragraph (g).

(End of Clause)

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

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

All days are expressed in "calendar days".

Item No:	SOO Reference	Description	Due Date	Amount
1.	C.4.1.1	Proposed Performance Work Statement and Project Management Plan	With Proposal	Not Separately Priced (NSP)
2.	C.4.1.2	Kickoff meeting	Within 5 days after award	NSP
3.	C.4.1.3	Final Project Management Plan	Within 10 days after award	NSP
4.	C.4.2	Application Rationalization Documents	120 days after award	\$ _____
5.	C.4.3	Draft Migration Roadmap	30 days after award	\$ _____
6.	C.4.3	Final Migration Roadmap	40 days after award	\$ _____
7.	C.4.3.2.1	Phase 1: Draft Data Center Design Documentation	60 days after award	\$ _____
8.	C.4.3.2.1(i)	Phase 1: Final Data Center Design Documentation	120 days after award	\$ _____
9.	C.4.3.2.1(ii)	Phase 1: New Data Center Build-out (Contractors may propose multiple sub-deliverables with separate fixed prices and delivery times)	Offerors to propose Desired completion within 12 months after award Required completion within 18 months after award	\$ _____
10.	C.4.3.2.1(vii)	Phase 1: Migration of selected systems	To align with Phase 1 completion	\$ _____
11.	C.4.3.2.2(i)	Phase 2: Migration Roadmap Update	5 days after Phase 2 start / option exercise	\$ _____
12.	C.4.3.2.2	Phase 2: Data Center Expansion and Migration (Contractors may propose multiple sub-deliverables with separate fixed prices and delivery times)	Offerors to propose Desired completion within 12 months after award Required completion within 18 months after award	\$ _____
13.	C.4.3.2.2(i)	Phase 3: Migration Roadmap Update	5 days after Phase 3 start / option exercise	\$ _____
14.	C.4.3.2.3	Phase 3: Migration and Retirement (Contractors may propose multiple sub-deliverables with separate fixed prices and delivery times)	Offerors to propose Desired completion within 12 months after award Required completion within 18 months after award	\$ _____
15.	C.4.1.4	Project Management:	Weekly	

		periodic reporting		\$ _____
16.	C.4.1.5	Status Meeting	Monthly unless otherwise proposed by offerors	

Section H - Special Contract Requirements

LC52.203-1 Contractor Publicity (Oct 2013)

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

(End of clause)

LC52.204-2 Physical Security (Mar 2015)

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

(End of clause)

LC52.204-3 Information Systems Security (Dec 2016)

(1) *Computer Security Policy.* The Library requires anyone using or accessing its digital assets (including networks, servers, workstations, systems, non-public data and web pages, and email) to protect and use them for official business, and only in accordance with Library regulations and 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 as usage may be monitored.

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

(4) *Mandatory IT Security Training.* Contractor personnel must successfully complete mandatory information systems security training prior to use of or access to any of the Library's digital assets. The required training is available on-line at <http://olc.loc.gov>. Contractor staff with access to Library digital assets shall complete the information systems security training annually.

(End of clause)

LC52.204-4 Contractor Suitability (May 2014)

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

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

(End of clause)

LC52.209-1 Conflicts of Interest (Oct 2013)

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

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

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

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

(End of clause)

LC52.237-1 Key Personnel (Aug 2014)

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

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

Position/Labor Category	Name
Project Manager	—
ALternate Project Manager	—
Data Center Architect	—

(End of clause)

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)

LC52.239-1 Information Security (May 2016)

The work to be conducted is considered SENSITIVE BUT UNCLASSIFIED pursuant to NIST 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, etc.)

a) The Contractor shall store hard copies and soft copy contained on removable media (e.g., tapes, floppy disks, CD-ROM/CD-R, flash drives, etc.) in a government approved storage container per the direction of the 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 “Sensitive but Unclassified” information.
- 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 utilize 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 FIPS 140-2 validated application configured in FIPS mode (<http://csrc.nist.gov/cryptval/>). This includes information stored on internal hard drives and removable devices (e.g., CD-Rs, flash drives, etc.)
- j) The Contractor must provide a written list of anti-virus, anti-spyware, firewall, encryption products, versions and proof of licenses, along with the automatic operating system patching status, MAC address (if applicable) and user name for each system being used to process Library information.
- k) 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.
- l) The Contractor shall not provide any non-public government documents or information related to IT Security in any form without the written approval of the Library’s IT Security Group.
- m) The Contractor shall ensure that all Contractor personnel sign non-disclosure statements.
- n) The Contractor shall ensure that all Contractor personnel complete the Library of Congress IT Security Awareness Training on an annual basis.

(End of clause)

LC52.239-2 Systems Development Life Cycle (Jan 2015)

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

- a) Requirements: The contractor shall gather and analyze requirements and produce a system requirements document (SRD) accordingly.
- b) Design: The Contractor shall perform design analysis and complete a Systems Design Document which satisfies the requirements in the aforementioned SRD.
- c) Development: The contractor shall develop, customize and/or configure the system according to system requirements and design specifications.
- d) Testing: The contractor shall test the solution to ensure it satisfies all requirements.

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

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

(End of clause)

LC52.239-3 Alt I Assessment and Authorization - Alternate I (Jan 2016)

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

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

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

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

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

(End of clause)

LC52.239-6 Assessment and Authorization Privacy Requirements (Jul 2016)

The contractor shall be responsible for the following privacy and security safeguards:

1. To the extent required to carry out the assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any non-public Library data collected and stored by the contractor, the contractor shall afford the Library access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

2. The Library has the right to perform manual or automated audits, scans, reviews, or other inspections of the contractor's IT environment being used to provide or facilitate services for the Library. In accordance with the Federal Acquisitions Regulations (FAR) clause 52.239-1, contractor shall be responsible for the following privacy and security safeguards:

The contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the contractor under this contract or otherwise provided by the Library.

To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Library data, the contractor shall afford the Library access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours. The program of inspection shall include:

Authenticated and unauthenticated operating system/network vulnerability scans

Authenticated and unauthenticated web application vulnerability scans

Authenticated and unauthenticated database application vulnerability scans

Automated scans can be performed by Library personnel, or agents acting on behalf of the Library, using Library operated equipment, and Library specified tools.

If new or unanticipated threats or hazards are discovered by either the Library or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

3. If the contractor chooses to run its own automated scans or audits, results from these scans may, at the Library's discretion, be accepted in lieu of Library performed vulnerability scans. In these cases, scanning tools and their configuration shall be approved by the Library. In addition, the results of contractor-conducted scans shall be provided, in full, to the Library.
4. SENSITIVE INFORMATION STORAGE. In addition to the requirements of LC52.239-1, Sensitive But Unclassified (SBU) information, data, and/or equipment will only be disclosed to authorized personnel on a Need-To-Know basis. The contractor shall establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment will be returned to Library control, destroyed, or held until otherwise directed. Destruction of items shall be accomplished by following LC52.239-1 and applicable provisions of NIST Special Publication 800-88, Guidelines for Media Sanitization.
5. The disposition of all data will be at the written direction of the Contracting Officer Representative (COR), this may include documents returned to Library control; destroyed; or held as specified until otherwise directed. Items returned to the Library

shall be hand carried or sent by certified mail to the COR.

6. **PROTECTION OF INFORMATION.** The contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this contract. The contractor shall also protect all Library data, equipment, etc. by treating the information as sensitive. All information about the systems gathered or created under this contract should be considered as SBU information. It is anticipated that this information will be gathered, created, and stored within the primary work location. If contractor personnel must remove any information from the primary work area they should protect it to the same extent they would their proprietary data and/or company trade secrets. The use of any information that is considered personally identifiable information (PII) will be utilized in full accordance with Library of Congress Regulation 1921.
7. The Library will retain unrestricted rights to Library data. The Library retains ownership of any user created/loaded data and applications hosted on contractor’s infrastructure, as well as maintains the right to request full copies of these at any time. If the data that is processed and stored by the various applications within the network infrastructure contains financial data as well as PII, this data and PII shall be protected against unauthorized access, disclosure or modification, theft, or destruction. The contractor shall ensure that the facilities that house the network infrastructure are physically secure. The data must be available to the Library upon request within one business day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The contractor shall provide requested data at no additional cost to the Library. No data shall be released by the contractor without the consent of the Library in writing. All requests for release must be submitted in writing to the contracting officer and the COR.
8. **CONFIDENTIALITY AND NONDISCLOSURE.** The preliminary and final deliverables and all associated working papers and other material deemed relevant by the agency that have been generated by the contractor in the performance of this contract, are the property of the Library and must be submitted to the COR at the conclusion of the contract. The Library has unlimited data rights to all deliverables and associated working papers and materials in accordance with FAR 52.227-14. All documents produced for this project are the property of the Library and cannot be reproduced, or retained by the contractor. All appropriate project documentation will be given to the agency during and at the end of this contract. The contractor shall not release any information without the written consent of the contracting officer.
9. **DISCLOSURE OF INFORMATION.** Any information made available to the contractor by the Library shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract. In performance of this contract, the contractor assumes responsibility for protection of the confidentiality of Library records and shall ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor’s responsible employees. Each officer or employee of the contractor or any of its subcontractors to whom any Library record may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for that purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. §§ 1030.

(End of Clause)

LC52.244-1 Subcontract Notification (Oct 2016)

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

(b) The following subcontracts are associated with this contract

Legal name of subcontractor	Type or form of subcontract	Description of the supplies or services	Subcontract price

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

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

(d) Consent of the contracting officer is NOT required prior to entering into a formal subcontract agreement under this contract.

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

(End of Clause)

Section I - Contract Clauses

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

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

___ (10) [Reserved]

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

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

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

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

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

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

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

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

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (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 (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

___ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

X (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (50) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (56) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xi) **X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).**
 - ___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
 - (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.**
- (xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
 - (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
 - (xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 3 years.

(End of clause)

52.227-19 Commercial Computer Software License (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be--

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

NOTICE-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. TO BE DETERMINED AT TIME OF AWARD .

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

www.acquisition.gov

[Insert one or more Internet addresses]

(End of clause)

LC52.212-4 52.212-4 (DEV) Contract Terms and Conditions - Commercial Items (Feb 2016)

(a) 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)

LC52.212-5 52.212-5 (DEV) Contract Terms And Conditions Required To Implement Statutes Or Executive Orders - Commercial Items (MAY 2015)

(a) 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)

LC52.217-8 52.217-8 (DEV) Option to Extend Services (Nov 1999)

As Modified by the Library of Congress (Jun 2009)

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

(End of clause)

LC52.232-25 52.232-25 (DEV) Prompt Payment (Jul 2013)

The library of Congress is not an agency subject to the Prompt Payment Act. 31 U.S.C 3901(a)(1). The clause is modified as follows.

- (1) The following new paragraph (iv) is added to the conditions for paying interest penalty payments in section (a)(4): “(a)(4)(iv) The contract or purchase order contained a provision that expressly required the Library of Congress to pay an interest penalty.”
- (2) The reference in section (a)(5)(ii) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.
- (3) Section (a)(6) is replaced with the following: “Interest penalty payments shall be handled in accordance with the prompt Payment clause at FAR 52.232-25 as modified by the Library.”
- (4) Section (b) relating to Contract Financing Payment is deleted.

(End of clause)

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:

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

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

(End of clause)

Clauses By Reference

Clause	Title
52.203-3	Gratuities (Apr 1984)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)
52.212-4	Contract Terms and Conditions--Commercial Items (May 2015)
52.227-14	Rights in Data - General (May 2014)
52.232-25	Prompt Payment (Jul 2013)
52.242-13	Bankruptcy (July 1995)
52.243-1 Alt I	Changes - Fixed-Price (Aug 1987) - Alternate I (Apr 1984)
52.245-1	Government Property (Apr 2012)
52.245-9	Use and Charges (Apr 2012)
52.251-1	Government Supply Sources (Apr 2012)
52.253-1	Computer Generated Forms (Jan 1991)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	Notional Bill of Materials	05/26/2017	1
2	Logical Network Topology	05/26/2017	1
3	Network Architecture	05/26/2017	1
4	IT Security Directive 01	05/26/2017	148
5	Past Performance Questionnaire	05/26/2017	3

Section K - Representations, Certifications and Other Statements of Offerors or Respondents

52.212-3 Offeror Representations and Certifications--Commercial Items (Nov 2016)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (s) of this provision.

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following un-

til further direction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

- (1) Department of Labor Wage and Hour Division (WHD) for--
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for--
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (4) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (5) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (6) Equal Employment Opportunity Commission (EEOC) for--
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“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).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“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.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the 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 oper-

ations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (s) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “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

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or 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, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

(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 \$3,500 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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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 the SAM database 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 CIS-ADA106@state.gov.
- (2) Representation and Certification. 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 \$3,500 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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 section 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 and 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).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)

- (i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [] does [] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.
- (ii) For solicitations issued after April 24, 2017: The Offeror [] does [] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

- [](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or
- [](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

- (1) The labor law violated.
- (2) The case number, inspection number, charge number, docket number, or other unique identification number.
- (3) The date rendered.
- (4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

(End of Provision)

52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) Definitions. As used in this provision --

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

“Federal contracts and grants with total value greater than \$10,000,000” means--

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Offerors or Respondents

52.211-6 Brand Name or Equal (Aug 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov

[Insert one or more internet addresses]

(End of provision)

L Instructions to Offerors

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

L.1. Due Date

All proposals shall be submitted electronically via email to David Leonard at dleo@loc.gov no later than the date specified in block 8 of the solicitation.

L.2. Clarification Questions

Questions related to this solicitation must be submitted in writing to the point(s) of contact listed above, no later than 5 days prior to the close of the solicitation. Answers to questions of a substantive nature will be provided to all offerors. The Library will not guarantee answers to questions received after this date.

L.3. Requests for Government Furnished Information

Interested offerors must request government furnished information by submitting an email to dleo@loc.gov. Requesting offerors will be given non-disclosure agreements that must be completed prior to release of the following government furnished information:

(1) Documentation pertaining to the Library's logical network topology; (2) Network Architecture; (3) Library IT Security Directive 01; (4) IT Hardening Guides; (5) Relevant portions of the Library's Technical Reference Model (TRM); and (6) Location information for the target data center.

L.4. Proposal Format

Each page is to be numbered and labeled with the name of the offeror in the header or footer. The document must have single-spaced typed lines, 1 inch margins, and the text font must not be smaller than Times New Roman 10-point. A limited amount of smaller text size and/or font within graphics or charts can be used but must be legible. No hyperlinks to external reference information should be

included in any section of your proposal.

L.5. Proposal Content

The proposal must contain the following sections, in the stated order, labeled as indicated:

L.5.1. Technical Approach

Offerors must describe an approach to fulfill the requirements of section C within a Performance Work Statement (PWS) that will be incorporated into the contract that results from this solicitation. A corresponding Project Management Plan shall also be submitted that includes a description of the offeror's unique approach, objectives, high level delivery schedule/milestones, performance measures (if applicable), reporting/communication process, roles and responsibilities, as well as required government furnished information and/or property.

The PWS must respond sequentially to each paragraph of the requirements in section C to permit side-by-side consideration of the proposed technical approach with the requirements of the solicitation. Offerors must include any ground rules, assumptions, exceptions, and/or deviations that are inherent in their proposal. Exceptions and deviations must indicate a clear reference to the solicitation term(s) or condition(s) that is(are) excepted or modified.

Offerors must propose performance metrics with monetary incentives and penalties that are associated with early or late delivery, and aligned to milestones identified in the corresponding PWS submitted with the proposal. The proposed incentive plan is limited to 5 pages which are not included in the overall 20 page limitation for this proposal section.

The solicitation includes a notional list of materials that represent known requirements for the data center. Offerors must include a confirmation of the current list, or propose an alternate list for phase 1 requirements. These items are solicited on a brand name or equal basis in accordance with FAR provision 52.211-6. The list must be provided without prices as an attachment to the PWS. Any items that are deleted from the original solicitation list should be retained with "strikethrough" text and a note explaining why the item is deleted or replaced. Items that are unique to the offeror's technical approach or proposed in addition to, or in lieu of, the items on the solicitation list should be underlined or highlighted, with a note explaining why the item is added. This unpriced version of the materials list does not have a page limit and does not count toward the technical approach page limit.

No "grey market" items will be accepted by the Library as part of a contractor's solution.

Offerors must be clear about the handling of Contractor Acquired Property in the technical proposal. (i.e. will items be staged at a contractor facility, or will the contractor require government furnished, temporary storage space for hardware?)

The technical approach proposal section is limited to "20" pages, including cover pages, table of contents, appendices, and attachments.

L.5.2. Staffing

Offerors must submit the following minimum information for key personnel in resume format:

- (1) Proposed position title / labor category;
- (2) Name of proposed employee;
- (3) Relationship to the offeror (direct employee or sub-contractor, etc.);
- (4) Proposed role within proposed contractor team, organizational position between proposed contractor team and within the offeror's organization
- (5) Certifications/Education;
- (6) Relevant experience that clearly relates to the solicitation requirements

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

The staffing proposal section does not have a page limit.

L.5.3. Corporate Capability

The offeror shall include a description of its corporate structure, management capabilities, sub-contracting/teaming arrangements, corporate experience on similar contracts/projects, as well as hiring and retention strategies that support their ability to maintain qualified staff for the life of the contract. Offerors must also provide a general capability statement that responds to the requirements identified in section C. Offerors should identify any portions of the requirement that will be predominantly fulfilled by sub-contractor/team members.

This proposal section is limited to 20 pages, including all cover pages, executive summaries, table of contents, resumes, and attachments or appendices.

NOTE: Offerors that have completed representations and certifications online through the System for Award Management (SAM) may include a statement to that effect within their proposal along with the associated DUNS/CAGE codes, and it will be verified by the Library during proposal evaluation. Offerors that have not completed SAM registration, or that have significant updates that are not reflected in their SAM record must submit a complete copy of section K, FAR provision 52.212-3. Representations and certifications do not have a page limit and will not count toward the page limit for any proposal section.

L.5.4. Past Performance

Offerors must provide a copy of the past performance survey (attached in section J) to their chosen references who in turn must return completed copies directly to the contracting officer identified in the solicitation. Additionally, offerors must submit a proposal section that includes detailed examples for a maximum of 3 current contracts and/or completed contracts (Government or commercial) performed within three years from the solicitation release date that are relevant to this procurement. Examples may be for the prime or subcontractors; however, at least one should concern the relevant past performance of the prime. To ensure inclusion of all examples in the evaluation process, the offeror is encouraged to provide the Library with the most current data on each example (POC information) within their past performance proposal submission. The information must be clear as to whether the work was done by the prime contractor or a subcontractor.

Offerors shall include the following information for each past performance example (limited to two pages for each example):

- (1) Customer name, address, e-mail address and telephone number;
- (2) Contract number, period of performance, and total dollar amount;
- (3) Point of contact (names and telephone numbers of the CO and CO's Technical Representative);
- (4) The geographic scope (where the contract was performed); and
- (5) A description of:
 - (i) How the submitted reference demonstrates the Offeror's performance as a prime or subcontractor for a contract of similar size and scope and the same type of services being solicited under this RFP;
 - (ii) The Offeror's overall management control of any subcontractor(s) for this contract and how this relationship provided quality service to the customer;
 - (iii) The quality of technical support the Offeror provided to the customers under this contract and the Offeror's ability to face challenges resulting from such an effort; and
 - (iv) What solutions and how the Offeror provided solutions to resolve any problems encountered for the referenced contract.

The past performance section of your proposal is limited to two pages per example. A cover page and/or table of contents however may be added to this section and will not count toward the two page limit per example.

L.5.5. Price Proposal

Offerors shall complete the CLIN list in Section B and provide a separate Excel spreadsheet that details the complete labor mix (list of labor categories, hours, and fully loaded rates) to support the work identified in this solicitation and the firm fixed prices proposed in Section B. Note that the associated payment schedule in clause LC52.232-2 permits offerors to add separately priced subCLINS. It is preferred that Offerors adhere to the overall CLIN structure such that all proposed subCLINs accumulate costs according to the stated CLIN structure. Any deviation from the overall CLIN structure should be clearly justified in your proposal to align with your specific technical approach.

Any proposed financial incentives must be factored into the annual subtotal price to develop the maximum, total evaluated price that will be considered by the government in determining the offeror that represents the best value to the government. Total value with incentives, without incentives or penalties, and with penalties must be clearly articulated based on the incentives and penalties that are proposed.

Additionally, offerors must submit a priced version of the list of materials that aligns with the version submitted as an attachment to their technical approach.

Offerors are encouraged to submit their best terms and conditions with their initial proposals, and identify any discounts from their standard contract labor rates, if applicable.

Price proposals do not have a page limit.

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 clause)

 Clauses By Reference

Clause	Title
52.212-1	Instructions to Offerors--Commercial Items (Oct 2015)

Section M - Evaluation Factors for Award

 M Evaluation Factors for Award

M.1. Evaluation Methodology

Award will be made to the offeror whose proposal is determined to offer the “Best Value” to the Government after consideration of all evaluation factors.

A “trade-off” analysis approach will be performed through an integrated assessment among price and non-price factors.

Non-price factors combined are significantly more important than price.

The Government reserves the right to award based upon initial proposals but may enter discussions with one or more offerors if it is determined to be in the best interest of the government.

M.2. Evaluation Factors

The following evaluation factors apply to this acquisition, listed in descending order of importance:

- **Factor 1 Technical Approach**
- **Factor 2 Staffing**
- **Factor 3 Corporate Capability**
- **Factor 4 Past Performance**
- **Factor 5 Price**

M.2.1. Factor 1 – Technical Approach

The Library will evaluate the degree to which the Offeror’s technical approach will ensure fulfillment of all requirements in section C and minimize risk to the government. Offers that exceed the requirements in a beneficial way may be rated better for their technical approach. The Library will evaluate the proposed list of materials in conjunction with each offeror's proposed technical approach. Offerors that merely restate the solicitation requirements may be rated as unacceptable.

The Library will evaluate proposed incentives to determine the value they provide to encouraging better-than-satisfactory fulfillment of the government’s requirement. Penalties will be evaluated as well to determine whether they stipulate a fair penalty for less than satisfactory contractor performance.

M.2.2. Factor 2 - Staffing

The Library will evaluate the Offeror’s proposed key personnel availability, experience, and qualifications relative to the requirements of the solicitation. Offerors that fail to identify key personnel that are available at the time of proposal submission, may be rated unacceptable despite an otherwise acceptable technical approach. The Library will also evaluate the combination of skills and experience of the offeror's proposed non-key personnel to determine the overall experience and qualifications of the contractor's proposed team, relative to the requirements of the solicitation.

M.2.3. Factor 3 – Corporate Capability

The Government will evaluate the Offeror’s corporate experience and capabilities relative to the requirements defined in the solicitation to determine the likelihood of successful performance on this contract. This includes the Offeror’s ability to effectively and efficiently accomplish, administer, and manage day to day operations including project oversight, performance monitoring, quality control and/or subcontracting/teaming arrangements. Signed commitments from proposed subcontractors, or documented evidence of existing teaming arrangements will contribute to an acceptable rating for this factor. Also considered will be the Offeror’s ability to hire, train, and retain adequate employee resources for the duration of this effort.

M.2.4. Factor 4 – Past Performance

The Government will evaluate performance risk(s) of the offeror based on similar projects carried out within the last three years. The Government will use past performance proposal information, survey responses submitted by offeror references, and may use other resources such as the Past Performance Information Retrieval System (PPIRS), or direct experience between the Library and the offeror. 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.

M.2.5. Factor 5 - Price

Each offeror's proposed price for all CLINs in section B will be added to establish a total evaluated price. The Government will evalu-

ate the reasonableness of the proposed labor mix (labor categories, hours, and rates) as well as proposed travel costs and material costs to accomplish the work described in this solicitation. The evaluation of options does not obligate the Library to exercise the option(s).

Note that the total evaluation price includes the maximum possible financial incentive(s) that may be earned according to the offeror's proposed incentives.