

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>		1. REQUISITION NUMBER OSI20150001	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER LCOS15R0001
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Sherman Mayle; smay@loc.gov	b. TELEPHONE NUMBER (No collect calls) 202-707-0468
		8. OFFER DUE DATE / LOCAL TIME 12/03/2014 15:00:00	

9. ISSUED BY Office of Contracts Management Library of Congress 101 Independence Av SE LA 325 Washington, DC 20540-9411	CODE	9411	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR
			<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
			<input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGE WOMEN-OWNED SMALL BUSINESS (EDWOSB)
			<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
			NAICS: _____ SIZE STANDARD: _____

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %	13a. THIS CONTRACT IS RATED ORDER UNDER DPAS  <input type="checkbox"/>	13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Library of Congress/Madison Receiving 101 Independence Ave SE Washington, DC 20540	CODE	9413	16. ADMINISTERED BY Office of Contracts Management Library of Congress 101 Independence Av SE LA 325 Washington, DC 20540-9411
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17a. CONTRACTOR/OFFEROR  CODE _____ FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY accountspayable@loc.gov The Library requires invoices to be emailed Washington, DC 20540  CODE _____
Telephone No. _____	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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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
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See Lines

25. ACCOUNTING AND APPROPRIATION DATA LOC-2014-0101AD-C0113-010107-1500000100000000-2501-WEB-2014-01010725010001	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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> )
	42d. TOTAL CONTAINERS

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## Section B - Continuation Sheet

Item No.	Supplies or Services	Quantity	Unit	Unit Price	Amount
1	Completion of all work associated with Deliverable C.5.1	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 02/15/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 1				
2	Completion of all work associated with Deliverable C.5.2	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 06/15/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 2				
3	Completion of all work associated with Deliverable C.5.3	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 09/15/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 3				
4	Completion of all work associated with Deliverable C.5.4	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/31/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 4				
5	Completion of all work associated with Deliverable C.5.5	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 02/28/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 5				
6	Completion of all work associated with Deliverable C.5.6	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 09/15/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 6				
7	Completion of all work associated with Deliverable C.5.7	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 08/15/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 7				

Item No.	Supplies or Services	Quantity	Unit	Unit Price	Amount
8	Completion of all work associated with Deliverable C.5.8	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/01/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 8				
9	Completion of all work associated with Deliverable C.5.9	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/31/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 9				
10	Completion of all work associated with Deliverable C.5.10	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/31/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 10				
11	Completion of all work associated with Deliverable C.5.11	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/31/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 11				
12	Completion of all work associated with Deliverable C.5.12	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/31/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 12				
13	Completion of all work associated with Deliverable C.5.13	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/31/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 13				
14	Completion of all work associated with Deliverable C.5.14	1.000000	JOB		
	<b>Period of Performance:</b> 01/01/2015 - 12/31/2015				
	<b>Reference Line:</b> RQ - OSI20150001 - 14				

Item No.	Supplies or Services	Quantity	Unit	Unit Price	Amount
15	Completion of all work associated with Deliverable C.5.15	1.000000	JOB		
<b>Period of Performance:</b> 01/01/2015 - 09/30/2015					
<b>Reference Line:</b> RQ - OSI20150001 - 15					

B.1 Total Value

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The total firm fixed price value of this offer is \$ \_\_\_\_\_

**Section C - Continuation Sheet**

C.0 Statement of Work

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**C.1 BACKGROUND**

Web Services is the Library’s central web team, responsible for creating and managing Web Sites and Applications while providing strategic input across all aspects of the Library’s web program. The team works to provide project management, requirements analysis, information architecture, visual design, development, integration, testing, and operational support to hundreds of Library web sites and applications, as well as managing the technical and policy aspects of the Library’s external social media and content distribution presence.

**C.2. SCOPE**

The contractor shall deliver completed web application code for three major releases of Congress.gov, an initial release of administrative tools to support Congress.gov and legislative information processing, systems architecture documentation and plans for two iterative releases of Congress.gov, and provide day-to-day technical product management of the development of Congress.gov. The contractor shall also provide development of mobile libraries and frameworks to support future mobile development for Library content, and provide overall technical support for content management systems, development tools/environments, web graphics development, mobile applications, and web content integration. The contractor will work with Library staff to integrate their efforts into the existing Library systems, workflows, and infrastructure. The contractor will work from existing Library specifications and standards for development, coding, content management, and design. The contractor shall follow web development industry standard best practices for scheduling, risk management, requirements management, and project monitoring and control documentation.

**C.3. CONTRACTOR REQUIREMENTS**

**Congress.gov Iterative Release Development**

The contractor will develop the Web Application (front end and server side) code for three large iterative releases of Congress.gov, the successor to the Library’s existing THOMAS and Legislative Information (LIS) systems. Congress.gov is a stable, public application supported by a team of analysts, designers, testers, and managers from the Library. Congress.gov is based on the PHP (Zend framework) and Python (Django framework) languages, backed by Oracle and MySQL databases. The system uses the SOLR search platform. The contractor will work with Library teams responsible for other pieces of the application, following specifications, coding standards, and development processes that have produced previous iterations of the application. Congress.gov development follows an

accelerated, iterative process, with developers collaborating closely with analysts, information architects, designers, and subject matter experts on regular release cycles. Detailed specifications will be provided as a part of each iterative release. The development team will have regular access to expert and support staff. Example specifications from previous releases are available upon request. Development scope for each iterative release will include enhancements and revisions to:

- Search pages and tools (basic and advanced)
- Item detail pages (bills, resolutions, etc.)
- Section landing pages (committees, members, etc.)
- Alerts (generation, management, and user-tools for subscribing)
- Resources portal
- Congressional Record content and display
- Legislative content (including legacy Congressional data and content sets including Treaties, House Communications, Senate Communications)
- Extract, Transform, and Load processes
- Application Program Interface (API)
- Automated Test Scripts
- Deployment Scripts

### **Congress.gov Maintenance Releases**

In addition to the development of major releases of Congress.gov, the contractor will also develop, test, and release patches and maintenance updates to Congress.gov. Maintenance releases will include modifications to data, minor user-interface updates, bug-fixes/patches, and other out-of-cycle releases of a limited scope.

### **Congress.gov Administrative Tools**

The contractor will develop a suite of tools to support ingest and processing of legislative information that is used by Congress.gov. This toolset will replace an existing suite of web-based utilities and processes called xLIS that is currently used by Library staff to perform content management, content quality control & monitoring, authority file maintenance and content value-add operations to the legislative content received from the Library's legislative data partners (House, Senate, GPO, CBO and the White House). Current xLIS functions include managing bill summarization work-flow, bill action annotation, related-bill linking and subject term assignment. These operations are delivered to Congress and the public via Congress.gov (as well as on the legacy LIS and THOMAS systems). The contractor will coordinate development with the Congress.gov team to ensure that the administrative tools will be designed and developed to be tightly integrated with Congress.gov and its supporting infrastructure, leading to a manageable, extensible toolset.

Development Scope will include:

- Web-based administrative tools platform compatible with LC technology stack (see technologies list above) and integration with existing congress.gov Web app and API
- Development of utilities for managing selected static content on Congress.gov, such as the Legislative Glossary
- Web-based tools to allow CRS Legislative Information Specialists to update bill profiles to reflect status updates of bills as posted in the Congressional Record
- Web-based tools to allow Legislative Analysts/ Reviewers to add related bills and summaries to bill profiles
- Web-based tools to allow Legislative Analysts/ Reviewers to assign subject terms to a bill profile
- Development of quality control reports on system functions
- Development of administrative interface to manage Legislative Analysts/ Reviewer work within the system (e.g. display summaries created by a user, display summaries edited by user with publishing status, etc.)

### **Congress.gov Systems Architecture**

The contractor will develop the Systems Architecture and related documentation for two iterative versions of Congress.gov. The contractor will work with Library teams responsible for other pieces of the application, following specifications, coding standards, and development processes that have produced seven previous iterations of the application. Congress.gov development follows an iterative process, with developers collaborating closely with analysts, information architects, designers, and subject matter experts on regular release cycles. Congress.gov is based on the PHP (Zend framework) and Python (Django framework) languages, backed by Oracle and MySQL databases. The system uses the SOLR search platform. Detailed specifications will be provided for each release as a part of the iterative development effort. The development team will have regular access to expert and support staff. Example specifications from previous releases are available upon request.

The systems architect will develop a complete set of documentation to include all materials necessary for each development cycle. Specific documents will include:

- Technical Architecture Specification for each incremental release of Congress.gov, covering all major technical components, including database, web application servers, caching servers, ETL servers, and search components. The document describes and diagrams the interactions and relationships between these major components.
- ETL Specification for each incremental release of Congress.gov, documenting all Congress.gov source data including source format, data transport mechanism, update frequency, mapped to business rules and transformations required to be loaded into Congress.gov database.
- API Specification for each incremental release, documenting the end points and data format for the Congress.gov internal API.
- Web App Specification for each incremental release of Congress.gov, documenting all major application components (services, controllers, views, data models, etc.) for the Congress.gov web application.
- Deployment Plan for each incremental release, creating a task schedule covering the deployment of Congress.gov from the test and development environments into the staging and production environments

### **Congress.gov Technical Product Management**

For this task, the contractor shall provide technical management and coordination of the Congress.gov development effort. Contractor staff will work with Library staff to integrate and coordinate the work of contractor and Library staff working on the project via a set of regular tasks and deliverables. Specific work will include:

- Conduct and document weekly Congress.gov developer meetings, to include assignment of tickets/issues to developers, review of work in progress, scheduling/planning logistics, and architecture and design discussions/reviews.
- Conduct and document Congress.gov pre-release code reviews, supervising code analysis and feedback on PHP and Python code by a web development team in a group setting (historically performed by 6-8 developers). The code reviews enforce standards for security, code consistency, and performance.
- Create tickets and review daily ticket and code check-in by developers for Congress.gov. Create and assign tickets based on workload, schedule priorities, etc. Review tickets for completeness, accuracy, and manage ticket transition status (to testing, rework, etc.).
- Document and report on all deployments of Congress.gov to development, test, staging, and production environments.
- Provide weekly Congress.gov development summary report, including reporting on completed milestones, open milestones, and tickets completed

### **Support and Maintenance of LC Web Content Management Systems**

The contractor will support and maintain a suite of heavily-used existing content management systems that control the daily operation of loc.gov and related sites. Tasks will include upgrades and updates to the core system software as released by the manufacturers; creation and administration of user accounts and work areas, configuration and maintenance of deployment scripts, management of file system usage/space, creation of new WordPress blogs, pages, and site areas; creation of Confluence Spaces; support creation and maintenance of standard Confluence themes and templates; monitoring and testing backup processes; and troubleshooting user and performance issues

The contractor will support these systems:

- Interwoven Teamsite and OpenDeploy Content Management System
- WordPress
- Atlassian Confluence

### **Development Operations Management**

The contractor will support and maintain a suite of existing tools, systems, and supporting processes used in the development of loc.gov and related sites. The contractor will work closely with development staff, testers, project managers, and technical support staff to ensure that tools and infrastructure used in the development and test environments for loc.gov; Congress.gov, and other Library web sites are properly maintained and managed.

### **Web Graphics and Design Support**

The contractor shall provide support for the creation of design and graphic elements for Library web sites. The contractor will be responsible for creating banners, editing photos, creating thumbnails, updating and existing graphics following Library web design, branding, and identity standards. Work will include ad-hoc support as well as specific, recurring tasks, such as monthly update to graphics for loc.gov homepage; creating featured item graphics for Library digital collections, reformatting images for migrated pro-



gram and reading room sites, and creating images for Library collections on external channels (e.g. iTunes, YouTube).

### **Web Content Integration & Maintenance**

The contractor shall provide ad-hoc content integration and general maintenance for Library web properties and web applications. Work will include updating existing content (events, Webcasts, press releases, publications, Teacher materials), supporting content for blogs, webcasts, intranets, and wikis; and supporting the conversion of sites from legacy presentations to the current Library standard templates. Work will follow established Library coding, content integration, design, and quality assurance standards.

### **Mobile Development Support**

The contractor shall provide maintenance and development services to integrate Library content and services into the base iOS and Android mobile platforms. Specific work will include coding and testing to keep suite of Library Mobile Apps (Constitution Annotated, Congressional Record, Virtual Tour, and Aesop's Fables) up to date with iOS and Android platform standards. The developer will also test Library API's and other access systems (collections, search, objects) using iOS and Android App frameworks to test general compatibility with mobile development platforms.

### **Mobile Services Framework and Library Development**

Under this task, the contractor will develop mobile libraries that facilitate access to existing Library back-end services to query and extract content from Library web server components. These frameworks will provide a consistent interface to access any content that is currently published by Library systems (loc.gov and Congress.gov). These frameworks will abstract the interface to the Restful services, and provide mobile apps with a persistent, cached, repository of content for display and processing on the mobile device. The framework's primary objective is for content retrieval and local storage of content. They do not have any display or UI components.

These frameworks will handle basic functionality such as:

- Authentication to the services (if applicable)
- Local caching of content
- Transparent refreshing of local content
- Threaded content downloads (asynchronous access, not interfering with UI)
- Support HTTP and HTTPS endpoints
- Network reachability tests
- Support JSON and XML content
- Create device native Object definitions for various objects retrieved from services (e.g. Photo, Manuscript, Bill, Congressional Member)

## **C.4. OTHER REQUIREMENTS**

- 1) Key Personnel must have experience with the following Application technologies:
  1. PHP (Zend Framework)
  2. Python (Django framework)
  3. MySQL
  4. Oracle
  5. SOLR
  6. Java
  7. HTML5
  8. CSS 3
  9. Javascript
  10. Modern web development technologies (PHP, Python, Restful services, etc.)
  11. Database technologies such as Oracle and MySQL
  12. Front-end web technologies such as Javascript, CSS and HTML5
  13. Unit testing and continuous integration processes
  14. Adobe Creative Suite
- 2) Key Personnel must have experience with the following Infrastructure technologies:
  1. RedHat Linux
  2. VMWare Virtualization
  3. Jenkins Scheduler
  4. Apache Web Server
  5. Tomcat App Server

- 6. Varnish
- 7. HP/Interwoven Teamsite (Content Management)
- 8. HP/Interwoven Opendeploy (Deployments)
- 9. TRAC
- 10. Confluence/Jira
- 11. SVN
- 12. Environment Builds
- 13. Deployments
- 14. Storage
- 15. Development and Test Virtual Machines
- 16. Developer Desktops
- 17. iOS platform/Development
- 18. Android platform/Development

**C.5. DELIVERABLES**

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
C.5.1; Congress.gov Code v2.1	Delivery of code for Congress.gov v2.1: <ul style="list-style-type: none"> <li>• User Interface</li> <li>• Front End Web Application (PHP)</li> <li>• ETL</li> <li>• API</li> <li>• Automated Test Scripts</li> <li>• Deployment Scripts</li> </ul>	Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.0 Specification (2014)</li> </ul> Passes LOC Tests: <ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> <li>• LOC Style Guide 1.1 (2011)</li> <li>• Congress.gov webApp-trunk-codeQuality Test Suite (2013)</li> <li>• Congress.gov webApp-trunk-unitTests Test Suite (2013)</li> <li>• Selenium Smoke Tests for Congress.gov Web App (2013)</li> </ul>	February 15, 2015
C.5.2; Congress.gov Code v2.2	Delivery of code for Congress.gov v2.2	Meets LOC Web Services Coding and Configuration	June 15, 2015

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
	<ul style="list-style-type: none"> <li>• User Interface</li> <li>• Front End Web Application (PHP)</li> <li>• ETL</li> <li>• API</li> <li>• Automated Test Scripts</li> <li>• Deployment Scripts</li> </ul>	<p>Standards:</p> <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.0.1 Specification (2014)</li> </ul> <p>Passes LOC Tests:</p> <ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> <li>• LOC Style Guide 1.1 (2011)</li> <li>• Congress.gov webApp-trunk-codeQuality Test Suite (2013)</li> <li>• Congress.gov webApp-trunk-unitTests Test Suite (2013)</li> <li>• Selenium Smoke Tests for Congress.gov Web App (2013)</li> </ul>	
C.5.3; Congress.gov Code v2.3	<p>Delivery of code for Congress.gov v2.3</p> <ul style="list-style-type: none"> <li>• User Interface</li> <li>• Front End Web Application (PHP)</li> <li>• ETL</li> <li>• API</li> <li>• Automated Test Scripts</li> <li>• Deployment Scripts</li> </ul>	<p>Meets LOC Web Services Coding and Configuration Standards:</p> <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.0.1 Specification (2014)</li> </ul> <p>Passes LOC Tests:</p>	September 15, 2015

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
		<ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> <li>• LOC Style Guide 1.1 (2011)</li> <li>• Congress.gov webApp-trunk-codeQuality Test Suite (2013)</li> <li>• Congress.gov webApp-trunk-unitTests Test Suite (2013)</li> <li>• Selenium Smoke Tests for Congress.gov Web App (2013)</li> </ul>	
C.5.4; Congress.gov Maintenance Releases	<p>Delivery of code for Congress.gov maintenance releases</p> <ul style="list-style-type: none"> <li>• User Interface</li> <li>• Front End Web Application (PHP)</li> <li>• ETL</li> <li>• API</li> <li>• Automated Test Scripts</li> </ul> <p>Deployment Scripts</p>	<p>Meets LOC Web Services Coding and Configuration Standards:</p> <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.0.1 Specification (2014)</li> </ul> <p>Passes LOC Tests:</p> <ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> <li>• LOC Style Guide 1.1 (2011)</li> <li>• Congress.gov webApp-trunk-codeQuality Test Suite (2013)</li> <li>• Congress.gov webApp-trunk-unitTests Test Suite (2013)</li> <li>• Selenium Smoke Tests for Congress.gov Web App (2013)</li> </ul>	January 1 – December 31, 2015 (reported and billed monthly)

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
C.5.5; Congress.gov Administrative Tools v1.0 System Architecture	Delivery of all documentation required for development of Congress.gov Administrative Tools v1.0 <ul style="list-style-type: none"> <li>• Technical Architecture Specification</li> <li>• ETL Specification</li> <li>• API Specification</li> <li>• Web App Specification</li> <li>• Deployment Plan</li> </ul>	Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.2 Specification (2015)</li> </ul>	February 28, 2015
C.5.6; Congress.gov Administrative Tools v1.0	Delivery of code for Congress.gov Administrative Tools v1.0 <ul style="list-style-type: none"> <li>• User Interface</li> <li>• Front End Web Application (PHP)</li> <li>• ETL</li> <li>• API</li> <li>• Automated Test Scripts</li> </ul> Deployment Scripts	Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.0.1 Specification (2014)</li> </ul> Passes LOC Tests: <ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> <li>• LOC Style Guide 1.1 (2011)</li> <li>• Congress.gov webApp-trunk-codeQuality Test Suite (2013)</li> <li>• Congress.gov webApp-trunk-unitTests Test Suite (2013)</li> <li>• Selenium Smoke Tests for Congress.gov Web App (2013)</li> </ul>	September 15, 2015

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
C.5.7; Congress.gov Technical Architecture v2.3	Delivery of all documentation required for development of Congress.gov 2.3 <ul style="list-style-type: none"> <li>• Technical Architecture Specification</li> <li>• ETL Specification</li> <li>• API Specification</li> <li>• Web App Specification</li> <li>• Deployment Plan</li> </ul>	Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.2 Specification (2015)</li> </ul>	August 15, 2015
C.5.8; Congress.gov Technical Architecture v2.4	Delivery of all documentation required for development of Congress.gov 2.4 <ul style="list-style-type: none"> <li>• Technical Architecture Specification</li> <li>• ETL Specification</li> <li>• API Specification</li> <li>• Web App Specification</li> <li>• Deployment Plan</li> </ul>	Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov v2.2 Specification (2015)</li> </ul>	December 1, 2015
C.5.9; Congress.gov Technical Product Management	Support development of Congress.gov: <ul style="list-style-type: none"> <li>• Conduct and document weekly Congress.gov developer meetings</li> <li>• Conduct and Document Congress.gov pre-release code reviews</li> <li>• Review daily ticket and code check-in by developers for Congress.gov</li> <li>• Document and report on all deployments of Congress.gov to de-</li> </ul>	Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov Spe-</li> </ul>	January 1 – December 31, 2015 (billed and reported monthly)

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
	velopment, test, staging, and production environments <ul style="list-style-type: none"> <li>• Provide weekly Congress.gov development summary report</li> </ul>	cifications (2013-2014) Passes LOC Tests: <ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> <li>• LOC Style Guide 1.1 (2011)</li> <li>• Congress.gov webApp-trunk-codeQuality Test Suite (2013)</li> <li>• Congress.gov webApp-trunk-unitTests Test Suite (2013)</li> <li>• Selenium Smoke Tests for Congress.gov Web App (2013)</li> </ul>	
C.5.10; Support and Maintenance of LC Web Content Management Systems	System administration of Interwoven Teamsite Content Management System, Wordpress (intranet and loc.gov), and Confluence systems. Includes creation and administration of user accounts, work areas, configuration and maintenance of deployment scripts, management of file system usage/space and troubleshooting user issues. System maintenance and upgrades.	<ul style="list-style-type: none"> <li>• Number of incident and service request tickets opened/closed per week</li> <li>• Weekly activity reports</li> </ul> Meets LOC Web Services Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• LOC Technical Security standards</li> </ul>	January 1 – December 31, 2015 (billed and reported monthly)
C.5.11; Development Operations Management	Manage development and test environments and toolset for LC Web Presence <ul style="list-style-type: none"> <li>• TRAC</li> <li>• Jenkins</li> <li>• Confluence</li> <li>• SVN</li> <li>• Environment Builds</li> <li>• Deployments</li> <li>• Storage</li> <li>• Development and Test Virtual Machines</li> <li>• Developer Desktops</li> </ul>	<ul style="list-style-type: none"> <li>• Number of incident and service request tickets opened/closed per week</li> <li>• Weekly activity reports</li> </ul> Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• PHP Standards (11/7/2008)</li> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> </ul>	January 1 – December 31, 2015 (billed and reported monthly)

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
		<ul style="list-style-type: none"> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• LOC Technical Security standards</li> </ul>	
C.5.12; Graphics Support	<ul style="list-style-type: none"> <li>• Monthly update to graphics for loc.gov homepage</li> <li>• Featured item graphics for Sets/Collections/Formats</li> <li>• Images for migrated program and reading room sites</li> <li>• Images for required updates to mobile apps</li> <li>• Images for Library collections on external channels (e.g. iTunes, YouTube)</li> </ul>	<ul style="list-style-type: none"> <li>• Number of incident and service request tickets opened/closed per week</li> <li>• Weekly activity reports</li> </ul> <p>Meets LOC Web Services Coding and Configuration Standards:</p> <ul style="list-style-type: none"> <li>• LOC Style Guide 1.1 (2011)</li> <li>• LOC UI Standards: Resources And Reference For Front-End Web Development (2013)</li> <li>• LOC Home Page Specification (2013)</li> <li>• Library of Congress Reading Room Specification (6/13/2013)</li> <li>• Library of Congress Sets/Collections Specification (2012)</li> </ul>	January 1 – December 31, 2015 (billed and reported monthly)
C.5.13; Web Content Integration & Maintenance	Content integration and general maintenance for Library web properties and web applications	<ul style="list-style-type: none"> <li>• Number of incident and service request tickets opened/closed per week</li> <li>• Weekly activity reports</li> </ul> <p>Meets LOC Web Services Coding and Configuration Standards:</p> <ul style="list-style-type: none"> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Library of Congress Exhibits Specifications (8/1/12)</li> <li>• Library of Congress Information Architecture Strategy and Wireframes (10/2010)</li> <li>• Library of Congress Metatags for Digital</li> </ul>	January 1 – December 31, 2015 (billed and reported monthly)



Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
		Content (June 2013)  Passes LOC Tests: <ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> <li>• LOC Style Guide 1.1 (2011)</li> </ul>	
C.5.14; Mobile Development Support	Provide maintenance to keep suite of Library Mobile Apps up to date with iOS and Android platform standards: <ul style="list-style-type: none"> <li>• Constitution Annotated</li> <li>• Congressional Record</li> <li>• Virtual Tour</li> <li>• Aesop's Fables</li> </ul> Test Library API's and other access systems (collections, search, objects) using App frameworks to test compatibility with mobile development	<ul style="list-style-type: none"> <li>• Number of incident and service request tickets opened/closed per week</li> <li>• Weekly activity reports</li> </ul> Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Library of Congress Exhibits Specifications (8/1/12)</li> <li>• Library of Congress Information Architecture Strategy and Wireframes (10/2010)</li> <li>• Library of Congress Metatags for Digital Content (June 2013)</li> </ul> Passes LOC Tests: <ul style="list-style-type: none"> <li>• Accessibility Testing (508 Standards)</li> </ul>	January 1 – December 31, 2015 (billed and reported monthly)
C.5.15; Mobile Services Framework and Library Development	Development of mobile libraries (iOS and Android) that facilitate access to existing back-end services to query and extract content from the loc.gov and Congress.gov server-side components. <ul style="list-style-type: none"> <li>• A compiled framework that can be integrated into iOS and Android apps</li> <li>• The frameworks should provide the following functions:               <ul style="list-style-type: none"> <li>• Authenticate to service</li> <li>• Provides local caching of content</li> <li>• Transparent refresh</li> </ul> </li> </ul>	Meets LOC Web Services Coding and Configuration Standards: <ul style="list-style-type: none"> <li>• Database Standards (4/7/2010)</li> <li>• Python Coding Standards (PEP-8) (7/9/2013)</li> <li>• Javascript Coding Standards (11/21/2011)</li> <li>• Database Schema (7/29/2013)</li> <li>• Congress.gov Specifications (2013-2014)</li> <li>• loc.gov Specifications (2013-2014)</li> </ul>	September 30, 2015

Deliverable Name	Deliverable Description	Quantified Measure/ Standard of Performance	Due Date
	of local content <ul style="list-style-type: none"> <li>• Threaded content downloads</li> <li>• Support HTTP/HTTPS connections</li> <li>• Network reachability tests</li> <li>• Supports JSON and XML formats</li> <li>• A sample app (iOS and Android) that exercises the various framework functions</li> </ul>	Passes LOC Tests: <ul style="list-style-type: none"> <li>• Congress.gov webApp-trunk-codeQuality Test Suite (2013)</li> <li>• Congress.gov webApp-trunk-unitTests Test Suite (2013)</li> </ul>	

**C.6. GOVERNMENT FURNISHED INFORMATION**

The government will provide the contractor with the following information:

- Example wireframes and functional specifications for Congress.gov (attached)
- Examples of each deliverable noted above for previous incremental releases of Congress.gov (upon award)
- Access to configuration information for all environments – development, stage, test, and production (upon award)
- Access to development management environment (ticketing/tracking, testing tools, etc.) for loc.gov, Congress.gov and other managed environments (upon award)
- Examples of coding, QA, and other relevant development standards (upon award)
- Detailed scope and functional specifications for Congress.gov administrative tools (upon award)
- Access to development management environment (ticketing/tracking, testing tools, etc.) for Congress.gov (upon award)
- Examples of coding, QA, and other relevant development standards (upon award)
- Example reports for deployments and development status (attached)
- Sample developer tickets (upon award)
- Deployment guides (upon award)
- Access to loc.gov and Congress.gov Web Design standards
- Access to Library communications and branding standards (upon award)
- Example wireframes and functional specifications for Library mobile apps (upon award)
- Access to mobile development environment (ticketing/tracking, testing tools, etc.) for Library mobile apps (upon award)

**C.7. GOVERNMENT FURNISHED EQUIPMENT**

The Library will provide the contractor with the following equipment:

- Development Workstation (Linux or Macintosh)
- Access to Library networks (production and development)
- Access to internet
- Phone (with voicemail)

- Office supplies
- Desk (with locking cabinets)

## Section D - Continuation Sheet

### D.0 Packaging and Marking

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#### D.1 Project Labeling for Official Correspondence

The Government singularly identifies each project with a contract number at time of Award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communication starting upon notice of award.

#### D.2 Deliveries

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

## Section E - Continuation Sheet

### E.0 Inspection and Acceptance

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#### E.1 Inspection/Acceptance

Inspection and acceptance under this contract will be in accordance with paragraph (a) Inspection and Acceptance of FAR 52.212-4 Contract Terms and Conditions - Commercial Items (May 2014).

#### E.2 Testing and Quality Assurance Addendum

The Library will review all deliverables and support work for quality and completeness upon delivery. Scheduling, risk management, requirements management, and project monitoring and control documentation will be regularly reviewed and discussed with the COR to ensure that industry best practices for web development are followed and coordinated with related Library development and management processes. If there are any discrepancies with the deliverables or support, the selected contractor must reconcile the discrepancies with the LOC COR.

## Section F - Continuation Sheet

**PERIOD OF PERFORMANCE**

ITEM	START	END
1	01/01/2015	02/15/2015
2	01/01/2015	06/15/2015
3	01/01/2015	09/15/2015
4	01/01/2015	12/31/2015
5	01/01/2015	02/28/2015
6	01/01/2015	09/15/2015
7	01/01/2015	08/15/2015
8	01/01/2015	12/01/2015
9	01/01/2015	12/31/2015
10	01/01/2015	12/31/2015
11	01/01/2015	12/31/2015
12	01/01/2015	12/31/2015
13	01/01/2015	12/31/2015
14	01/01/2015	12/31/2015
15	01/01/2015	09/30/2015

**F.0 Deliveries or Performance**

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**F.1 Period of Performance:**

The overall period of performance for this contract is from 1/1/15 to 12/31/15

**F.2 Place of Performance**

Library of Congress  
101 Independence Avenue, SE  
Washington, DC 20540-9410

**Section G - Continuation Sheet****G.0 Contract Administration Data**

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**G.1 Contract Administration**

(a) This contract will be administered by:

Sherman Mayle, Contract Specialist  
The Library of Congress  
Office of Contracts & Grants Mgmt  
101 Independence Ave., S.E.  
Washington D.C. 20540-9414  
Phone: (202) 707-0468; Email: smay@loc.gov  
Fax: (202) 707-8611

Mario Dizon, Contracting Officer  
The Library of Congress  
Office of Contracts & Grants Mgmt  
101 Independence Ave., S.E.  
Washington D.C. 20540-9414  
Phone: (202) 707-9403; Email: mdiz@loc.gov

Fax: (202) 707-8611

## **G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY**

(a) The COR is **\*To be announced at time of award\***

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated by the contracting officer in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the contract are accomplished satisfactorily.

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

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

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

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

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

## **G.3 Invoice and Payment Provisions**

All invoices shall be prepared in accordance with FAR 52.232-25. The designated payment office is the Office of the Chief Financial Officer at [accountspayable@loc.gov](mailto:accountspayable@loc.gov).

## **G.4 Contract Administrator**

Name:

Phone:

E-Mail:

## **Section H - Continuation Sheet**

### **H.0 Special Contract Requirements**

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#### **H.1 CONTRACTOR PUBLICITY**

The Contractor, or any entity or representative acting on behalf of the Contractor, may not refer to the goods 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. The term "news release" includes any publication, such as in traditional news outlets as well as on-line communications and social media. The Contractor also agrees not to distribute or release any information which states or implies that the Library endorses or prefers the Contractor's products or services. Should any reference to such goods 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 and this contract.

#### **H.2 CONDUCT OF WORK**

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.

#### **H.3 INFORMATION SECURITY**

The work to be conducted is considered SENSITIVE BUT UNCLASSIFIED. The Contractor shall ensure that all Library information processed under this contract is protected from unauthorized use and mishandling by assigned personnel. 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 approved Contractor personnel.
- b) The Contractor shall treat any information developed on security vulnerabilities and any Government provided sensitive documents 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.
- 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.
- 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 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 government documents or information related to IT Security in any form without the written approval of the 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.
- o) The Contractor shall monitor for and address any new vulnerabilities uncovered during the period of this contract.
- p) 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 Government.
- q) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- r) If new or unanticipated threats or hazards are discovered by either the Government 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.

#### **H.4 COLLECTIONS SECURITY**

- (1) The Library is a public institution responsible for making its resources (collections and staff) available to the Congress and the American people. To achieve a balance between access and security, the Library requires everyone (staff, visitors, interns, contractors, etc.), to always use due diligence and protect its assets during use.
- (2) Physical access to Library collections is limited to staff and/or determined by the host office. In addition, established requesting processes in the various readings rooms must be followed.
- (3) Loan Privileges. Contractor employees may obtain loans of Library property for internal use and Library work-related purposes.
  - (i) Loan of Library Property. All loans of Library property must be approved and documented by the host office. Contractor staff shall obtain a Library "General Pass" (Form LW 12/54 (rev2/88)) for each loan.
  - (ii) Liability - Loss or Damage of Library Property. Use or loan of all Library property and signature on this contract means that the contractor acknowledges and agrees to: (a) ensure the return of all Library property issued in the same condition as borrowed; (b) accept responsibility and liability for the negligent loss or damage of issued or borrowed Library property; and (c) ensure that the loaned property is used for Library purposes and not loaned to any other person.

#### **H.5 INFORMATION SYSTEMS SECURITY**

(1) *Computer Security Policy*. The Library requires anyone using or accessing its digital assets (including networks, servers, workstations, systems, data, web pages, and email) to protect and use them for official business, and only in accordance with Library regulations. Unauthorized or inappropriate use may result in adverse contract action, 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 Agreement.

(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. The training is available on the Library intranet at: <http://www.loc.gov/staff/cld/>.

## H.6 PHYSICAL SECURITY

Access to Library buildings and grounds is governed by 36 C.F.R. Part 702. Contractor staff must comply with these and any other requirements and restrictions which the Library or a sub-element of it may impose.

## H.7 PERSONNEL SUITABILITY DETERMINATIONS

The Contractor personnel shall be subject to background investigations to determine suitability for contract performance. The Library has final authority to determine suitability of contractor personnel.

a) The Contractor shall meet all Library of Congress security requirements, including Library of Congress Regulations 2024-5, for access to the data center and the alternate computing facility and access to sensitive information.

b) The Contractor shall ensure that pending a suitability determination, a properly cleared Library employee or Contractor with prior approval shall escort Contractor personnel.

c) The Contractor shall notify the LC COR and Project manager of any changes of personnel assignments ten (10) business days prior to making any personnel changes.

## H.8 SYSTEMS DEVELOPMENT LIFE CYCLE

a) The Contractor shall follow the Library of Congress Systems Development Life Cycle (SDLC) in the development of the IT system.

b) The Contractor shall provide one paper copy of each SDLC deliverable. The contractor shall provide two (2) machine-readable copies each of the SDLC deliverables in MS Word format, delivered on CD-ROM.

c) The Contractor shall incorporate the Library of Congress IT Security Requirements, comprised of Library of Congress Regulation (LCR) 1620 and the IT Security Directives into the system requirements. The contractor shall ensure that the proposal demonstrates how the deliverables will comply with LCR 1620 and IT Security Directives.

## H.9 CERTIFICATION AND ACCREDITATION

The Contractor shall provide support to certify and accredit the IT system. This task includes the following requirements:

a) The Contractor shall ensure that The Library of Congress IT Security Requirements are the basis of the Security Test & Evaluation Report.

b) The Contractor shall perform an Initial Security Assessment using the standard Library of Congress template.

c) The Contractor shall perform certification per NIST SP 800-37.

d) The Contractor shall complete a System Security Plan per NIST SP 800-18 using the standard Library of Congress template.

e) The Contractor shall complete an IT Contingency Plan per NIST SP 800-34.

f) The Contractor shall complete a Risk Assessment per NIST SP 800-30 using the standard Library of Congress template.

g) The Contractor shall complete a Security Test & Evaluation Report using the standard Library of Congress template.

h) The Contractor must provide assurance that the Security Test & Evaluation was conducted by personnel having no stake or responsibilities concerning the system, including those who directly designed/integrated/implemented the system for any IT System categorized as Moderate or High impact.

i) The Contractor must allow the Library of Congress to review individual test items in the Security Test & Evaluation to ensure the accuracy of the test results.

j) The Contractor shall ensure that the Security Test & Evaluation is performed on test equipment configured per the ITS hardening guidelines for that particular platform, either in the Library of Congress lab or on a system completely isolated from the Library of Congress Data Network.

k) The Contractor shall provide accreditation support to the Certification Official, including producing copies of the Certification Package, drafting memorandums and assisting in the briefing of the Designated Approving Authority.

l) The Contractor shall provide two (2) paper copies of each Certification and Accreditation deliverable. The contractor shall provide two (2) machine-readable copies each of the Certification and Accreditation deliverables in MS Word format, delivered on CD-ROM.

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

## H.10 SECTION 508

The Contractor shall ensure that the proposal demonstrates how the deliverables will comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).

#### H.11 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

### Section I - Continuation Sheet

#### I.0 Contract Clauses

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

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

NUMBER	TITLE	DATE
52.203-3	GRATUITIES	Apr 1984
52.212-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS	May 2014
52.227-14	RIGHTS IN DATA – GENERAL	May 2014
52.232-25	PROMPT PAYMENT	Jul 2013
52.233-1	DISPUTES	May 2014
52.239-1	PRIVACY OR SECURITY SAFE-GUARDS	Aug 1996
52.242-13	BANKRUPTCY	Jul 1995
52.253-1	COMPUTER GENERATED FORMS	Jan 1991

##### I.1.2 LIBRARY OF CONGRESS MODIFICATIONS TO FAR CONTRACT CLAUSES

For the purposes of this contract or agreement (and, if applicable, orders issued pursuant to the contract or agreement), the Library elects to follow the FAR, with the following modifications:

(a) **FAR 52.212-4, Contract Terms and Conditions – Commercial Items (May 2014).** The clause is modified as follows:

- (1) The reference in section (d) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.
- (2) The references in section (g)(2) and (i)(2) to the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 C.F.R. part 1315 refer instead to the Prompt Payment clause at FAR 52.232-25 as modified by the Library.

(b) **FAR 52.233-1, 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.

(c) **FAR 52.232-25, 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 (b) relating to Contract Financing Payment is deleted.
- (4) 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.”

(d) **FAR 52.212-5, Contract Terms And Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (Jul 2014).** The clause is modified as follows:

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

**I.2.1 FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jul 2014)**

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (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) (Pub. L. 108-77, 108-78).
- (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. 253g and 10 U.S.C. 2402).  
\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).  
\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)  
\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).  
\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).  
\_\_\_ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).  
\_\_\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).  
\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).  
\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).  
\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).  
\_\_\_ (11) [Reserved]  
\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).  
\_\_\_ (ii) Alternate I (Nov 2011).  
\_\_\_ (iii) Alternate II (Nov 2011).  
\_\_\_ (13)(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.  
\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).  
\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).  
\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.  
\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.  
\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.  
\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

- (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (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 (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (48) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (52) (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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep

2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 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.

Identifier	Title	Date	Number of Pages
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## J.0 Attachments

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**J.1 Past Performance Questionnaire; 3 pp; 10/10/14**

**J.2 Relevant Experience Questionnaire; 3pp; 10/10/14**

**J.3 Information Architecture Specification Samples; 13 pp; 10/10/14**

## Section K - Continuation Sheet

### K.1 Representations and Certifications

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#### **FAR 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 proceeding 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

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

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

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

#### **FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (May 2014)**

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronic-

ally at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

“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.

“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.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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.

“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.

“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 operations 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 SAMwebsite.

(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 (o) 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, for general statistical purposes, 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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and

Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, 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)(11)(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 \$3,000 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 ex-

ceeds 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

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

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

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

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

(2) Representation and 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 \$3,000 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.

## Section L - Continuation Sheet

### L.0 Instructions, Conditions and Notices to Offerors

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#### L.1 FAR 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):

<http://farsite.hill.af.mil/vffara.htm>

52.212-1 -- Instructions to Offerors -- Commercial Items (Apr 2014)

#### L.2 FAR 52.212-1 Addendum:

Offeror(s) shall provide the following in addition to the information specified in FAR 52.212-1:

- 1) Offerors shall provide a quote for all line items identified within Section B. No partial offers will be eligible for award.
- 2) Offerors shall Complete Section G.4 Contract Administrator
- 3) Offerors shall complete Section H.11 Key Personnel
- 4) Offerors shall submit resumes of personnel named in Section H.11 certifying their experience/education with the technologies listed in section C.4.
- 5) Offerors shall ensure Past Performance References, no more than 5 preferred, complete the Past Performance Reference Instructions in Section L.4.
- 6) Offerors shall complete the Relevant Experience Questionnaire in Section J and provide at the requested information of at least one reference for which the offeror has provided services similar to that required in the solicitation in the past five years.
- 7) Offerors shall provide a Proposed Payment Plan detailing proposed payments that will become due to the offeror for satisfactory performance during the contract in the event they are awarded a contract based on this solicitation. These proposed payments must identify the anticipated date and the milestone description that will be met to justify each payment.
- 8) Offeror's shall provide a Technical Approach Narrative in any legible format that provides information that will enable the Technical Evaluation Board to evaluate how reasonable the offeror's approach is to completing the required work. At a minimum, the narrative should include the following information:

1. Information that indicates the offeror's level of expertise with the type of work described in the SOW.

2. Information about the procedures and processes the offeror intends to use to complete the work.
  3. Where applicable, information about the offeror's estimated production rates in completing the proposed project.
- 9) Offers shall be sent to smay@loc.gov and include the Solicitation number in the subject line.

### **L.3 Pre-Proposal Conference**

- (a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.
- (b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.
- (c) In order to facilitate conference preparations, it is requested that the contract specialist named on the front page of this solicitation be contacted and advised of the number of persons who will attend.
- (d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.
- (e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.
- (f) The conference will be held:  
 Date: 11/19/14  
 Time: 10:30am to 11:30am  
 Location: Teleconference only  
 Teleconference using Bridge# 202-707-7187

### **L.4 PAST PERFORMANCE INSTRUCTIONS**

To receive a rating other than neutral for Past Performance, each offeror shall ensure that at least one past performance reference completes the Past Performance Information form (Section J - Attachment J.1). Any customers for whom the contractor has provided services are eligible to complete the past performance form. To be considered in the past performance evaluation, references are required to complete the form and return it to the Contract Specialist, Sherman Mayle, as prescribed on the form. Completed forms from references are due by the same date as proposals. Past Performance References are required to email the completed form to the Contract Specialist by the due date, to the following: smay@loc.gov.

### **L.5 FAR 52.216-1 -- Type of Contract (Apr 1984)**

The Government contemplates award of a Firm Fixed-Price contract resulting from this solicitation.

### **L.6 FAR 52.233-2 -- Service of Protest (Sep 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mario Dizon
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **Section M - Continuation Sheet**

### **M.0 Evaluation Factors**

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#### **M.1 Award Determination**

The Government intends to make an award to the offeror whose proposal represents the best value to the Government, with all factors considered as described below. The source selection process is inherently subjective, and the resulting decision will reflect the source

selection authority's subjective and integrated determination of the best value proposal. All technical evaluation factors are of equal importance to each other, and when combined, are significantly more important than price. Accordingly, under a "Best Value Trade Off" approach, award may be made to an offeror other than the lowest priced offeror, if that higher-priced offeror provides the best value.

## M.2 Evaluation Factors

Five evaluation factors will be used in this source selection:

- FACTOR 1: Past Performance
- FACTOR 2: Relevant Experience
- FACTOR 3: Reasonability of Technical Approach
- FACTOR 4: Suitability of Key Personnel
- FACTOR 5: Price

Past Performance, Relevant Experience, Reasonability of Technical Approach and Suitability of Key Personnel are Technical Evaluation factors.

### FACTOR 1: PAST PERFORMANCE

Offerors will be evaluated based on past performance information, which will be evaluated based on the average rating of the factors listed in the Section J.1 Past Performance Questionnaire form.

**NOTE:** For each past performance reference, the offeror is directed to provide the Past Performance Questionnaire included in Section J to at least 1 reference. In the case of an offeror for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance.

### FACTOR 2: Relevant Experience

Offerors will be evaluated based on performance on relevant contract within the past five years. Additionally, past performance will be evaluated based on the following factors:

- a. Quantity of similar work completed by the offeror
- b. How recently the similar projects have been completed

**NOTE:** For each relevant contract or reference, the offeror is directed to include the information requested in the Relevant Experience Questionnaire included in (Section J - Attachment J.2). In the case of an offeror for whom relevant experience information is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of relevant experience.

### FACTOR 3: REASONABILITY OF TECHNICAL APPROACH

The Government will evaluate each offeror's relative understanding of the Government's requirements on the basis of its Technical Approach Narrative addressing the following factors:

1. Any information that indicates the offeror's level of expertise with the type of work detailed in the SOW.
2. The realism of the offeror's technical approach narrative.
3. Where applicable, estimated production rates.
4. The proposed payment plan will be evaluated as part of the Technical Factor, "Reasonability of Technical Proposal." Payment plans that are reasonable and mapped to the contract performance will be rated higher than proposed payment plans that are unreasonable, e.g., require payment before any work is completed.
5. Completeness – Offerors must describe in detail how each task will be completed, what resources are required, and how the offeror will ensure that tasks are tracked, completed, and managed on time and within budget.
6. Understanding of the contemporary enterprise web development and support space.
7. Understanding and experience with the specific technologies used on congress.gov and loc.gov.
8. Demonstration of understanding of iterative development and development/web support processes.
9. Compatibility of proposed approach with Library and Federal Government web standards and practices (including security, privacy, accessibility, etc.).

### FACTOR 4: SUITABILITY OF KEY PERSONNEL

The Government will evaluate the key personnel proposed by the contractor based on the following factors:

- a. The experience of named key personnel with projects similar to the Scope of Work.
- b. The degree of experience and familiarity the key personnel have with the technologies identified in Section C.4, as provided in resumes and offeror submittals.

FACTOR 5: PRICE

Offerors' proposed prices will be evaluated for price reasonableness. All other factors being equal, a lower priced offer will be rated higher than a higher priced offer.