

**LIBRARY OF CONGRESS  
TECHNICAL SPECIFICATIONS  
FOR  
MASS DEACIDIFICATION**

Preservation Directorate  
Library of Congress  
Washington, DC  
2004

Solicitation No. RFP 90-21

Contract No. \_\_\_\_\_



# THE LIBRARY OF CONGRESS

REQUESTS YOUR PROPOSAL TO PROVIDE  
DEACIDIFICATION ON A MASS PRODUCTION  
LEVEL OF PAPER-BASED BOOKS IN THE  
COLLECTIONS OF THE LIBRARY OF CONGRESS.

CONTRACTS  
AND  
LOGISTICS

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REQUEST FOR PROPOSALS  
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PART I - SECTION A

SOLICITATION/CONTRACT FORM



<b>SOLICITATION, OFFER AND AWARD</b>		1. CERTIFIED FOR NATIONAL DEFENSE UNDER DOSA REG 2 AND/OR DMS REG 1		RATING	PAGE OF A-1	PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>RFP90-21</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>09-07-90</b>	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY <b>THE LIBRARY OF CONGRESS CONTRACTS &amp; LOGISTICS SERVICES 1701 Brightseat Road Landover, MD 20785</b>			8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In advertised solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9 Sealed offers in original and (See Pg. L-5) BLOCK 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository listed in \_\_\_\_\_ until **4:00pm EST Monday, 01-07-91** (Hour) (Local time) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>KAYE KLINKER, CONTRACTING OFFICER</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202)707-8608</b>	FAX <b>(202)707-8611</b>
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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <b>25</b>	23. NEGOTIATED PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(a) ( ) <input type="checkbox"/> 41 U.S.C. 252(c) ( )
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY <b>The Library of Congress Financial Services Directorate (FSD) Room G611 Washington, DC 20540</b>	CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COST**

**B.1 SERVICES**

The Contractor shall provide deacidification processing services for the Library of Congress as set forth in Section C of this contract. Services will be ordered on an indefinite quantity basis as follows:

**FIRST YEAR PRODUCTION**

<u>LOT NO.</u>	<u>QUANTITY</u>	<u>UNIT PRICE PER POUND</u>	<u>TOTAL PRICE</u>
1	200,000 LB/Y (100,000 BPY)	_____	_____
2	400,000 LB/Y (200,000 BPY)	_____	_____
3	600,000 LB/Y (300,000 BPY)	_____	_____
4	800,000 LB/Y (400,000 BPY)	_____	_____
5	1,000,000 LB/Y (500,000 BPY)	_____	_____
6	1,200,000 LB/Y (600,000 BPY)	_____	_____
7	1,400,000 LB/Y (700,000 BPY)	_____	_____
8	1,600,000 LB/Y (800,000 BPY)	_____	_____
9	1,800,000 LB/Y (900,000 BPY)	_____	_____
10	2,000,000 LB/Y (1,000,000 BPY)	_____	_____

NOTE: Not all Lots will be awarded. The Library's total annual requirement is estimated to be 1,000,000 books per year (BPY), or 2,000,000 pounds per year (LB/Y). While pricing is requested on a graduated scale award(s) will be based on a combined annual estimate for all awards of 1,000,000 books deacidified per year. Offerors must provide a unit price per pound for each lot, up to the quantity they are capable of producing each year.

Pricing is requested on a graduated scale for the purpose of evaluating that offer, or combination of offers, which represents the best value to the Library. The Library reserves the right to make one or multiple awards.

If the Library determines that multiple awards are appropriate and represent the best value to the Library, then the principle or first choice offer capable of deacidifying 500,000 BPY, and which, in itself, represents the greatest value to the Library, will be awarded a minimum of 500,000 BPY for deacidification.

Award(s) made as a result of this solicitation will be made by Lot for the Firm Fixed Unit Price of that Lot. This price will apply irrespective of the actual pounds processed. Offerors are reminded that the quantities are estimates only. For purposes of defining the minimum and maximum quantities addressed in FAR 52.216-22, Indefinite Quantities (APR 1984), the

minimum amount shall be 50% of the lot size quantity and the maximum shall not exceed 110% of the lot size quantity awarded.

## **B.2 ESCALATION RATE FOR OPTION YEARS**

The escalation rate shall be negotiated with exercise of each option year. The escalation rate shall not exceed the Consumer Price Index for the current year.

PART I - SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

## C.1 SCOPE

The objective of this procurement is the deacidification on a mass production level of paper-based books in the collections of the Library of Congress, hereafter referred to as Library. Offerors may propose any deacidification process(es) including the Library's patented process (see Section L.18), providing the process meets the technical requirements specified in this Section.

The Contractor shall provide all production facilities, equipment, supplies, transportation, and personnel required to perform the mass deacidification of paper-based Library books, as follows:

(a) Provide a mass deacidification process demonstrably based on scientifically proven technical data, knowledge of the chemistry and physics involved, and that can operate safely at full production and meet the toxicological and environmental standards set out in this solicitation.

(b) Deacidify paper-based Library books uniformly, add an alkaline reserve and not damage the books physically or chemically, and not cause aesthetic change (i.e., after treatment, books will be essentially indistinguishable from their pretreated form). Deacidification and alkaline reserve should increase the permanence of treated paper by a factor of at least 3.0.

(c) Provide an ongoing quality control program.

(d) Track the Library books in the Contractor's control; provide the labor to transfer the books to and from Contractor-owned shipping containers and to take inventory; provide the labor and equipment to load and unload Contractor-owned containers onto and off the vehicle for transportation to the production facilities; and, provide the transportation to and from the production facilities.

### C.1.1 Definitions

Definitions that apply under this contract are found in Attachment J.1.

### C.1.2 Background

The Library's holdings total over 86 million individual items. Over 3 million items are added each year. The collections range from books to manuscripts to maps to musical scores. In bulk, books comprise the single largest holding.

Due to the acid content of paper, books in the collections are deteriorating at a rapid rate. About 25 percent, or 3.5 million volumes, of the General and Law collections are too brittle for normal use. Each year, a significant number of additional books become similarly brittle. The

Library seeks to preserve and extend the life of paper-based books in their present physical format before they reach a completely unusable condition. To abate, insofar as practicable, the embrittlement of acidic books, and to protect the collections from the future effects of acid related damage, the Library has decided to deacidify all paper-based books which will benefit from the process.

The preservation challenges facing the Library are enormous. The Library's General and Law collections contain books published from throughout the world. Approximately 43% have been published in the US. Together with volumes published in the US, books from the United Kingdom, Germany, France, China, Italy, Spain, India, and the USSR, account for 90% of the titles held.

Almost all types of paper are represented in the collections, from alkaline to newsprint, uncoated and coated, supercalendered, and rag. Books contain color as well as black-and-white illustrations and have a multitude of binding materials and/or covers.

### **C.1.3 Deacidification Priorities**

The Library plans to address its very large, immediate, and rapidly growing need to deacidify its book collections by selecting an appropriate deacidification technology(ies) from the deacidification technologies available today. The initial contract(s) will be awarded for five production years (one base year with four one-year option periods as determined by the Contracting Officer).

The mass deacidification program will, as a first priority, treat all books processed through the Library's Binding Office. Such items total an estimated 350,000 volumes annually. These include books newly acquired by the Library, and books repaired, bound, or rebound as part of the Library's preservation program. Approximately 80% of these books are new publications fabricated with publishers' bindings or are originally unbound monographs and journals that have been commercially bound. Commercial rebinding of Law and General collection books damaged through use accounts for 7%. The remaining 13% are General and Law collection books that have required repair and/or label replacement.

At full production, a majority of books to be treated will be retrospective books from the General and Law collections. The goal of the mass deacidification program is to treat 1,000,000 books annually. (See Attachment J.4.)

Recognizing that deacidification of the entire retrospective collection will be a 20 year undertaking, the Library has established a sequence for treating these books. Maintaining this priority order is crucial for the efficient preservation, in original form, of the Library's General and Law collections.

### **C.1.4 Internal Logistics**

The Library's present logistical plan is as follows:

Two simultaneous streams of books will leave the Library complex on Capitol Hill in Washington, DC. The first is new, rebound, or repaired books, monographs, and journals, moved on Library book trucks directly from the Binding Office to the loading dock to transfer to the deacidification plant. The second is General and Law collections books removed from shelving in the stacks in a designated sequence, placed on Library book trucks, and transported to the loading dock area for transfer to the Contractor for shipment to the deacidification plant.

To assure that its collections remain accessible to its approximately 2,000,000 users each year and to Congress, the Library plans to schedule an efficient flow of books to and from the loading dock in order to minimize the inconvenience to users that may result while books are being treated.

Prior to removing books from the stack areas, the Library will determine the number of sections of stack that will produce the needed number of books for the processing cycle. Public notice of stack closing will be made, and Library staff will freeze all movement into and out of the appropriate number of sections of a stack area. Then Library staff will prepare the stack area. This will include bar coding each shelf and bar coding the first book on each shelf.

"Residuals", or those books that either are already embrittled to the point that they cannot withstand handling and transport, that have already been deacidified, or that will not benefit from deacidification, will be segregated to one side of the shelf. Disposition, marking, inventorying, and other activities related to these residuals will be accomplished by Library staff. The books to be deacidified will be loaded onto sequentially numbered Library book trucks and moved to the loading dock area. When six book trucks are ready, they will be moved through the tunnels to the loading dock area.

The Library will use a photographic inventory to maintain accountability for US Government property which is shipped outside the Library. The Library will maintain and operate a photography "studio" for this purpose. A locking mechanism will position the book trucks in the "studio" and then mounted cameras will be used to record the contents of both sides of the book truck.

At the same time, the book trucks will be weighed and the weight recorded. This weight will be the basis for payment. The Library will provide the Contractor with a printout showing book truck number and weight (adjusted for the weight of the book truck). The Contractor will certify the weight.

Book trucks coming from the Binding Office or from the stacks will be moved by Library staff into position in the "studio" and photographic record will be made. Then book trucks will be turned over to the Contractor for transfer of the books into the Contractor's shipping containers.

Once the books have been treated and returned to the Library loading dock, they will be removed by the Contractor from the Contractor's shipping containers and loaded by the Contractor onto



Library book trucks in the same order and position in which they were initially received for shipment prior to treatment. The Contractor will assure that bar codes are intact and in place and will move the loaded book truck into the photography "studio" for the return photographic record and weighing. After the photograph and weight have been taken, Contractor staff will move the loaded book truck to a holding area while Library staff compare "before" and "after" images for item control and "before" and "after" weight. If everything is in order, the Library will accept the reloaded book trucks. Any discrepancy between photographic images will be resolved before bailment passes between the Library and the Contractor. Any weight variations between the "before" and "after" weight will be resolved before bailment passes between the Library and the Contractor.

The loaded book trucks will be moved by Library staff to a marking area on the loading dock. The Library will use jet ink or other technology to mark the text block and spine to indicate that books have been deacidified.

Book trucks filled with marked books will be moved by Library staff in sequential order to the stacks and books returned to their proper shelves. As a last step, Library staff will integrate residuals. The stack will then be readied for full servicing.

Books from the Binding Office will be moved on Library book trucks directly to the loading dock. The first book on each shelf of each side of a book truck will be bar coded, and a photographic record will be made before turning the material over to the Contractor for loading into the Contractor-owned shipping containers.

On return after processing, these books will be handled the same as the books from the stacks except that, after marking, books from the Binding Office will be returned by Library staff to the normal stream in the Collections Improvement Unit.

The proposed logistics flow is shown as Attachment J.5.

#### **C.1.5 Quality Assurance Program**

As part of its quality assurance program, the Library will analyze a number of treated books on a continuing basis. These will include control books inserted into randomly selected batches of books. Improvement in paper permanence, pH measurement, and alkaline reserve, and other quality measures will be tested.

Failure to pass the quality assurance process shall require the Contractor to correct or otherwise make good the batch in their intended deacidified state.

Also, as part of its quality assurance program, the Library reserves the right to inspect the Contractor's process control data.

Failure of the Contractor to pass quality assurance testing may result in a stop work order as set forth in Paragraph F.2.

### **C.1.6 Automated Tracking System**

The Library plans to use bar code technology to mark and track the flow of books during Library-controlled operations. The Library plans to monitor its work progress at the shelf level. This may be subject to change depending on book handling needs related to the selected process(es).

### **C.1.7 Loading Dock**

Initially, all books relating to this procurement will be shipped from and returned to the loading dock on the east side of the Jefferson Building.

The available dock space in the Jefferson Building consists of a single truck well and loading platform. The truck well and loading platform have a combined area of 2,130 square feet.

Separated by a wall from the loading platform is a 1,700 square foot area that has been allocated for preparation, staging, marking, and shipment. There is direct access from the area to the freight elevators that service both the stacks and the tunnel connecting the buildings in the Library complex. This latter connection provides for the flow of books coming from the Binding Office and for books in transit to and from the Adams and Madison buildings.

Major modifications to this dock and adjacent area, to redesign it to accommodate shipping and processing needs consistent with the deacidification program, are planned, and anticipated to be completed prior to start of shipping of Library books to the deacidification facilities. The single loading dock is being modified to accommodate up to a 30 foot tractor trailer. Space will be made available in this area for the Contractor.

The space allocation for the Contractor shipping and processing is shown as Attachment J.3. Tour of the loading dock and adjacent area will be included as part of the pre-proposal conference (See Section L.15).

## **C.2 LIBRARY SPECIFICATIONS AND DOCUMENTATION REQUIREMENTS FOR THE PROPOSED PROCESS(ES)**

The Library seeks deacidification process(es) to fulfill mandatory requirements as listed below. *Failure to meet any one of these requirements shall result in a determination of technical unacceptability.* The objective of Section C.2 is to obtain data on (1) documentation of process effectiveness, shall be developed by and at the expense of the offeror and (2) demonstration of process effectiveness. Documentation of process effectiveness shall be developed by the offeror, who will supply the data to support the proposal. The types of data required are described in detail in Section C.2.1.

The offeror shall demonstrate elements of process effectiveness by treating a group of 500 books, supplied by the Library, and submitting the books to an independent testing laboratory for analysis by a fixed protocol prescribed by the Library. This is described in Section C.2.2.

The independent testing laboratory will submit the data to the Library. These data will be considered with other factors in making award(s) (see Section M).

The following Technical Association of the Pulp and Paper Industry (TAPPI) and the American Society for Testing and Materials (ASTM), standards are used in this and subsequent sections to assist in describing the intent of the requirements of this solicitation:

- TAPPI T212 - One percent sodium hydroxide solubility of wood and pulp.
- TAPPI T402 - Standard conditioning and testing atmospheres for paper, board, pulp handsheets, and related products.
- TAPPI T403 - Bursting strength of paper.
- TAPPI T412 - Moisture in paper and paperboard.
- TAPPI T414 - Internal tearing resistance of paper (Elmendorf-type method).
- TAPPI T425 - Opacity of paper (15% diffuse illuminant A, 89% reflectance backing and paper backing)
- TAPPI T435 - Hydrogen ion concentration (pH) of paper extracts (hot extraction method).
- TAPPI T452 - Brightness of pulp, paper, and paperboard (directional reflectance at 457 nm).
- TAPPI T453 - Effect of dry heat on properties of paper.
- TAPPI T456 - Wet tensile breaking strength of paper and paperboard (with T494).
- TAPPI T494 - Tensile breaking properties of paper and paperboard (using constant rate of elongation apparatus).
- TAPPI T509 - Hydrogen ion concentration (pH) of paper extracts (cold water extraction method).
- TAPPI T511 - Folding endurance of paper (MIT tester) (at 0.5 kg).
- TAPPI T529 - Surface pH measurement of paper.
- TAPPI T544 - Effect of moist heat on properties of paper and board (for this solicitation, 50% relative humidity, generated in a moist oven, is substituted for 25% relative humidity generated in a 2-bath aging system).
- ASTM D4988 - Determination of calcium carbonate content of paper.
- ASTM G26 - Standard practice for operating light-exposure apparatus (xenon-arc type) with and without water for exposure of nonmetallic materials.

### **C.2.1 Documentation of Process(es) Effectiveness**

The offeror shall provide technical data sufficient to allow evaluation of the effectiveness of the proposed deacidification chemistry and its chemical and physical effects on the Library environment, users, employees and books as follows:

#### **C.2.1.1 Toxicology**

The Library is committed to utilizing a process that is of acceptable toxicological risk to those who use and handle the treated books, and requires substantial documentation from any offeror

to show that they have carefully examined with actual laboratory or epidemiological data, as appropriate, all factors involved in establishing toxicological risk for their process(es).

The offeror may satisfy this requirement by submitting toxicological information relating to materials used in each process and their effect on workers in the plant environment as well as chemical residue left in the book which could affect Library workers and persons who handle treated books. Data shall be supported from appropriate literature studies with references and shall, if necessary, be supported by laboratory studies undertaken by the offeror. These studies should include, but not be limited to, acute oral toxicity, dermal irritation, and eye irritation, and should also address issues involving the inhalation of any particulates or chemicals left in the books and what effect these particulates or chemicals can have on various body functions of humans. These body functions should include the operation of the lung, pulmonary diseases, male and female reproductive toxicology, multi-generational genetic defects, immune system effects and long term carcinogenic risks.

It is critical that any process utilized by the Library have enough toxicological information in the existing literature and from laboratory studies to enable the Library to arrive at a toxicological risk assessment document. This document should permit an appraisal of the effects on target organs, tissue distribution of chemically and physically characterized particulate matter, the possible reversibility of exposure-related effects; and the characterization and evaluation of the toxic potential on the immune, hematoporetic and reproductive systems in experimental animals and the possible extrapolation of toxicity studies in animals to their relevance in humans.

The offeror shall provide all such data.

#### **C.2.1.2 Environmental Impact in Collection Storage Areas**

The Library is committed to utilizing a process that has no adverse environmental impacts on the quality of the Library environment. Therefore the Library requires substantial documentation from any offeror that they have carefully examined the potential acute and chronic toxicity of chemicals that may be introduced in to the Library environment.

The offeror shall satisfy this requirement by estimates of the potential concentration of outgas in a confined space under varying conditions of temperature and humidity, and under conditions of minimum ventilation. These estimates shall be based on monitoring and characterization of gases given off under both humid 90° C/50% RH and dry 105° C/<5% RH accelerated aging.

#### **C.2.1.3 Chemistry**

For each process proposed, the offeror shall disclose (a) the processing chemistry, and (b) the chemical identity, physical form, concentration, and quantity of all chemical reactants and components retained in treated books.

The offeror shall satisfy this requirement by disclosing the chemistry of each step in the treatment process(es) including chemical equations, thermodynamic parameters, rate information and the chemical and physical state of all products and side products produced. Chemical and/or solvent interactions of the deacidification system with various materials in the books must be considered. These materials include, but are not limited to, cellulose, modified cellulose, as might be found in old papers, lignin (when associated with groundwood or unbleached pulp, coatings, sizing materials, inks, plastics that might be used in books, adhesives, bindings and dyes. Representative materials that would cover most situations must be considered. As far as possible, statements should be supported by experimental data and copies of literature references.

#### C.2.1.4 Efficacy

For each process proposed, the offeror shall provide technical data demonstrating the efficacy of the process. Through neutralization of acidic paper and uniform incorporation of a suitable permanent alkaline reserve, the rate at which paper loses strength upon accelerated aging at 90° C/50% RH for up to 30 days, shall be decreased by at least a factor of 3.0, when the logarithm of the folding endurance is plotted against time in days. An alkaline reserve is considered permanent if the amount has not decreased more than 0.5% calcium carbonate equivalent, or 10 milliequivalents per 100g paper after aging for 30 days at 90° C/50% RH.

The offeror shall satisfy this requirement with a summary of statistically valid data demonstrating the efficacy of the process. The primary methodology to be employed in determining the efficacy of the treatment in enhancing paper permanence is the MIT fold test (modified to 0.5 kg) following intervals of accelerated aging.

Paper shall be subjected to humid 90° C/50% RH (T544) accelerated aging. Humid aging ovens may be substituted for the oil baths mentioned in T544. Dry accelerated aging at 105° C (T453) may be used to supplement moist aging data. At intervals, papers shall be tested and MIT fold endurance measured. Accelerated aging shall continue for 30 days or until MIT fold drops to 3 or less. Suggested aging intervals are 3, 6, 12, 18, 24, and 30 days. Data points and error limits shall be plotted as log MIT vs days accelerated aging and the linear least squares regression line computed and plotted. Fold endurance values under 3 double folds are disregarded before computing the least squares line. The slopes and the ratios of the slopes of treated vs control papers shall be reported.

The papers tested must include eight (8) examples reasonably representative of those found in the Library's collections, including, but not limited to the following types: acid, newsprint, coated, highly filled, highly calendered, strong, weak, sized, and containing optical brighteners.

In addition, initial post-treatment MIT fold endurance values shall not be less than 90% that of untreated controls.

The offeror may also provide statistically valid data based on other physical, chemical and optical tests. Such tests may include, but are not limited to, tearing resistance, bursting strength, tensile at break, elongation at break, and tensile energy absorption.

#### C.2.1.5 Dose-Response Curve

For each process proposed, the offeror shall provide technical data showing the relationship between treatment dose and the subsequent improvement in paper lifetime in order to show that the process has been optimized.

The offeror may satisfy this requirement by providing data for at least three different papers (one of which must be newsprint) relating enhanced permanence to alkaline reserve equivalent.

Data shall be obtained and plotted in the following manner:

(a) Data shall be provided for at least three different acidic papers (one of which must be newsprint).

(b) Data shall be provided utilizing both control papers and papers treated in a normal production manner.

(c) For each paper, at least four (4) different concentrations of alkaline reserve (including control), distributed in the range 0 to at least 3 wt % CaCO<sub>3</sub> equivalent, shall be tested.

(d) Test papers shall be subjected to humid 90° C/50% RH accelerated aging (T544). Dry accelerated aging at 105° C (T453) may be used to supplement moist aging data. Accelerated aging shall continue for treated and test papers until MIT fold endurance has dropped to one-sixteenth (1/16) the initial value (or less) or at least 30 days of aging.

(e) Slopes of plots of log MIT fold endurance vs time in days shall be measured for each paper. Slopes shall be determined by a linear least squares regression analysis of data points included in the range: initial (time = 0) to an MIT fold value of one-sixteenth (1/16) the initial value or  $\leq 3$  MIT folds. Fold endurance values under 3 double folds are disregarded in computing the least squares line.

(f) The ratio of the treated vs control slopes for each concentration of each paper shall be plotted as a function of wt % CaCO<sub>3</sub> equivalent, or as milliequivalents of alkaline reserve per 100g paper.

#### C.2.1.6 Adverse Effects

The proposed process(es) shall not expose Library books to conditions which endanger their chemical or physical stability or their integrity.

(a) For each process proposed, the offeror shall provide technical data showing that the process is capable of treating the universe of the Library's heterogeneous book (excluding folios) collections. Diversity in the collections includes but is not limited to size, physical condition, type of binding, type of printing inks, type of cover material or type of paper.

The offeror may satisfy this requirement with a summary of visual observations on a statistically valid sample of treated books and may supplement this with experimental or literature data on reactivity of individual book components.

(b) For each process proposed, the offeror shall provide technical data showing that after treatment books are essentially indistinguishable from their pre-treated form, are structurally undamaged, and immediately suitable for handling, processing and reshelving. Illustrative of these requirements, but not limited to those here, are: no markings on or changes in book covers, no blocking or clinging between adjacent sheets, no cockling of text block or distortion of covers, no damage to bindings, no damage to or loss of labels, no change in the flexibility of the binding, and no need for any post-treatment inspections, cleaning, or wiping.

The offeror may satisfy this requirement by providing a summary of empirical observations on a statistically valid sample of treated books.

(c) For each process proposed, the offeror shall provide technical data showing that in the treatment of housed (i.e., slip-cased, boxed) books, contents do not need to be removed from the existing housing, movement of gases or liquids are not strong enough to disturb the order of loose sheets, and that the treatment process deacidifies and provides an alkaline reserve to the housing.

The offeror may satisfy this requirement by providing a summary of observations for treated housed books supplemented (if desired) by examples of treated books.

(d) For each process proposed, the offeror shall provide data showing that the books being treated are not exposed to temperatures greater than 70° C (180° F) at any time during the process, and that the total time books under treatment are exposed to the temperature range of 60° C to 70° C (140° F to 158° F) does not exceed one hour.

The offeror shall satisfy this requirement by disclosing the treatment time and temperatures to which books are exposed during each phase of deacidification.

(e) For each process proposed, the offeror shall provide data showing that after treatment, paper-based books have a moisture content in the range 3.0 to 5.0 wt % H<sub>2</sub>O after treatment.

The offeror may satisfy this requirement by providing a summary of statistically valid samples of moisture content measurements for treated books.

#### **C.2.1.7 Completeness of Deacidification**

For each process proposed, the offeror shall provide technical data that establish completeness of deacidification. Data shall show that after treatment the average pH value is between 6.8 and 10.4. Deacidification shall be demonstrated within each page, each book, and throughout all books in a treated batch.

The offeror may satisfy this requirement with a summary of statistically valid samples of pH measurements utilizing T509 or T529. Appropriate acid-base indicators may be used to supplement glass electrode measurements.

#### **C.2.1.8 Alkaline Reserve**

For each process proposed, the offeror shall provide technical data that demonstrate the stability and uniformity of alkaline reserve distribution.

Uniformity for a given paper type shall vary from specified optimal concentrations by no more than  $\pm 20\%$  between books and by no more than  $\pm 20\%$  between and within individual pages.

The alkaline reserve shall be permanent and stable, i.e., exhibit negligible volatility or decomposition. The alkaline reserve shall not decrease by more than 0.5% CaCO<sub>3</sub> equivalent after aging for 30 days at 90° C/50% RH. The amount of alkaline residue shall insure optimum lifetime. The minimum amount of alkaline reserve shall be 30 milliequivalents per 100g (1.5% calcium carbonate equivalent). However, the process shall result in a demonstrated improvement in paper life in treated acidic book papers by a factor of at least 3.0.

The offeror may satisfy this requirement by providing a summary of statistically valid data demonstrating the stability and uniformity of alkaline reserve distribution at all levels. For ease of comparison, all alkaline reserve data will be reported in units of wt % CaCO<sub>3</sub> equivalent.

#### **C.2.1.9 Brightness Change**

For each process proposed, the offeror shall provide technical data showing that by the end of the aging period, as indicated in C.2.1.5(d), the treated papers shall be at least as bright as the control.

The offeror may satisfy this requirement by providing measurement of brightness (T452) of at least three different papers (one of which must be newsprint) subjected to humid 90° C/50% RH and accelerated aging. Brightness shall be measured initially and at intervals to correspond with MIT fold measurements as in C.2.1.5(d). Percent brightness of treated and control papers shall be reported in the proposal.



#### **C.2.1.10 Effects on Materials and Media**

For each process proposed, the offeror shall provide technical data showing that the deacidification process(es) do not extract any colored materials from inks, bindings, or colored illustrations. Transfer of soil, particles of degraded paper or bindings, and miscellaneous oils and deposits from one treated book to another is to be avoided. To evaluate solution and suspension characteristics, data shall be provided on the testing of samples of all liquids in contact with treated books.

The offeror may satisfy this requirement by providing results of spectrophotometric measurement of liquid process streams. Samples shall be tested after treatment for color and turbidity. Samples shall be taken of liquids under otherwise normal processing conditions of books, temperature, circulation rate, but prior to any reclamation, filtering, purification or other solvent treatment steps.

Any examples of particulates shall be reported.

#### **C.2.1.11 Odor**

For each process proposed, the offeror shall provide data showing that no detectable odor in books is generated by the deacidification process.

Odor characteristics after treatment should be established by organoleptic techniques and submitted with the proposal. No odor from treated books will be detectable, above that of the general surroundings, by the users or in the collection storage area.

The offeror may satisfy this requirement by providing a written summary of tests conducted by a suitably constituted odor panel. The protocol used by the panel must be provided. The test procedure must be "blind" and be of statistically valid size and composition.

#### **C.2.1.12 Photochemical Change**

For each process proposed, the offeror shall provide technical data showing that there is no photochemical change in the degree of photosensitivity of treated paper.

The offeror may satisfy this requirement by providing results of exposure of paper to a xenon type BH lamp with borosilicate glass inner optical filter with sodalime glass outer optical filter to simulate SPD of natural daylight (actinic wavelengths), filtered through window glass (ASTM G26, paragraph 2.1.2.1(c)), at a relative humidity within 40%-60%. At least three different papers, one of which must be newsprint, should be exposed for a minimum of 12 days.

Paper degradation behavior is to be evaluated by the MIT fold endurance test and by the brightness test (TAPPI 452)..

## **C.2.2 Demonstration of Proposed Process(es)**

In addition to the experimental data and other information submitted to meet performance requirements in C.2.1 above, the offeror shall demonstrate the ability of the proposed mass deacidification process(es) to meet these performance requirements by treating a Library provided demonstration set of approximately 500 books. The demonstration run will serve to confirm the more voluminous and detailed information which must be provided in responding to Section C.2.1.

The treated books will be analyzed at an independent testing laboratory, hereafter referred to as Laboratory, specified by the Library. The Laboratory will submit a report to the Library covering the data generated by the laboratory, along with any observations on the performance of the deacidification procedure. The laboratory tests will be conducted at the Library's expense. The offeror shall bear the cost of and have full responsibility for deacidifying the demonstration set, including costs of transporting the set.

### **C.2.2.1 Rights in Release of Data**

After the contract is awarded, the Library intends to release and/or publish the data that results from the laboratory analyses of the demonstration sets of all offerors, unless the offerors specifically object. Each offeror will be given the opportunity to review their respective test results after award and prior to release of the data. Both the process and offeror shall be identified in any release or publication.

### **C.2.2.2 Demonstration Set**

The demonstration set will be provided by and will remain the property of the Library. The demonstration set will be composed of approximately 500 books representative of the Library's heterogenous General and Law collections, current acquisitions, and bound journals. Test Books and Half Books will be included. (See Attachment J.1 for definitions of Test Books and Half Books.) Untreated Tests Books and Untreated halves of Half-Books will serve as controls for the demonstration run.

Some books in the demonstration set will have Whatman filter paper stapled between pages or onto their covers. In addition, offerors will be provided with 25 sheets of the filter paper to place randomly in the treatment chamber or processing stream so as not to be in contact with other papers or books.

Each book in the demonstration set and each of Whatman filter paper supplied with a demonstration set will have a unique identifying label affixed to it. The offeror will be provided a listing of the serial number, in sequence, of each book and sheet of filter paper in their selected set.

### C.2.2.3 Demonstration Run

(a) The offeror shall describe the procedures and process(es) to be utilized for the demonstration run. Processing conditions shall provide optimal concentration of alkaline reserve in paper. Any and all deviations from treatment procedures and processing proposed for mass deacidification shall be stated.

If the offeror proposes the use of multiple processes, all processes must be utilized in the conduct of the demonstration run.

(b) The offeror shall provide, at the offeror's expense, the labor to transfer the books from Library book trucks to Contractor-provided shipping containers; labor and equipment to load and unload the shipping containers onto and off the vehicle for transportation; and the transportation to and from the treatment facilities.

(c) The offeror may process the demonstration set in any sequence, position, or grouping consistent with the proposed treatment procedure(s), except that Test Books and Half-Books shall be:

(1) Distributed to encompass all parts of a treatment chamber in each run.

(2) Distributed at random intervals over the whole treatment period for sequential or continuous type procedures.

For evaluative purposes of the demonstration only, a record of the placement in a chamber, or place in treatment sequence for continuous or sequential process, shall be provided for each book.

(d) The offeror shall not remove the Whatman filter paper from between pages of books or from the covers of books. In addition, 25 sheets of Whatman filter paper shall be:

(1) Distributed to encompass all parts of a treatment chamber in each run.

(2) Distributed at random intervals over the whole treatment period for sequential or continuous type procedures.

For evaluative purposes of the demonstration only, a record of the placement in a chamber, or place in treatment sequence for continuous or sequential process, shall be provided for each sheet.

(e) The offeror shall not remove books or samples from books supplied by the Library but may include additional books in the treatment process. The location of these additional books shall be recorded. Upon request, the Library will provide offerors with samples taken from their treated demonstration set after award has been made.

(f) After treatment, the offeror shall put each of the randomly placed 25 sheets of filter paper into Library-provided sleeves, and then place them in shipping containers for shipment to the Laboratory with the treated demonstration books.

(g) The offeror shall return all treated books to the Laboratory in shipping containers double lined with moisture proof bags. Each moisture proof bag shall be taped closed. Shrink-wrapping will not be allowed. Shipping containers shall be labelled listing books by the six (6) digit alpha numeric barcode number and books packed to enable unloading of the books in order as originally received from the Library.

#### **C.2.2.4 Independent Laboratory Analysis**

The treated books will be analyzed by the Laboratory according to a fixed protocol. All papers, irrespective of process, will be subject to the same tests.

The detailed test protocol will include the following tests:

(a) Improvement in Paper Life (TAPPI T544, TAPPI T511). The primary measurement of increase in paper permanence will be MIT fold endurance of samples subjected to humid 90 degrees C/ 50% RH accelerated aging and will include at least three different paper samples exposed for at least 30 days. Accelerated aging will follow TAPPI procedure T544 modified to 50% RH in a humid oven. Fold tests (at least 20 replicates per data point) will follow TAPPI T511 modified to to 0.5.5 kg tension. Data will be reported graphically with confidence limits shown.

The measurement of improvement in paper life may be supplemented by measurements of tensile properties (tensile, elongation, tensile energy absorption (TAPPI T494), tear (TAPPI T414), burst (TAPPI T403), wet tensile (TAPPI T456 and T494), and alkali solubility (TAPPI T212)).

(b) pH Measurement (TAPPI T435, TAPPI T509). The primary methods of pH measurements of paper samples will be by both hot and cold extraction methods. Additional surface pH measurements may be made by indicator and glass electrode techniques. Measurement of paper pH and its uniformity from book-to-book, page-to-page, and within a page, will be conducted.

(c) Brightness Change (TAPPI T452). The reflectance of at least three different papers (one of which will be newsprint), will be measured initially and at intervals over a total period of 30 days of humid 90 degrees C/50% RH accelerated aging.

(d) Odor. Book odor will be evaluated by an odor evaluation panel established by the Laboratory.

(e) Alkaline Reserve (ASTM D4988). Average alkaline reserve concentration and its uniformity will be measured by base titration of an acid extract of the paper.

(f) Change of Dimensions and Weight. Test Books and Half-Books will be measured and weighed prior to and after treatment. Results will be compared.

(g) Temperature Exposure. Temperature indicator tabs inserted into all Half-Books and Test Books prior to treatment will be examined to determine temperature exposure greater than 70° C.

(h) Universe of the Collection. The general condition of all treated books will be examined for, but not limited to, noticeable changes or damage to the cover, labels, text block, ink, paper, binding, cockling and change in shape. Treated filter paper sheets will be used as indicators of solubilizing of inks and dyes.

(i) Moisture Content (TAPPI T412). Moisture content of demonstration set books will be measured prior to and after treatment. After treatment, paper-based books are to have a moisture content in the range 3.0 to 5.0 wt % H<sub>2</sub>O.

### **C.3 REQUIREMENTS FOR THE PRODUCTION FACILITIES**

The Contractor's mass deacidification production facilities shall comply with the following minimum requirements:

(a) The production facilities shall have the capacity to treat at least 500,000 books per year.

The offeror shall satisfy this requirement by providing design data for a 500,000 book per year capacity. The design shall be of sufficient detail to allow for an appraisal of its suitability and feasibility.

(b) The production facilities shall contain shipping and receiving facilities and areas for securing, segregating, storing, and stacking both the treated and untreated Library books.

(c) The production facilities storage areas shall contain methods and means to avoid condensation or thermal degradation of books and to assure that books are not exposed to temperature outside the range of 50° F to 90° F nor relative humidity outside the range of 30% to 60%.

(d) The production facilities shall have the methods and means to assure that the Library's books (1) are not commingled with other customer's books; and (2) are protected from physical damage, water, fire, theft, vandalism and pestilence.

### **C.4 REQUIREMENTS FOR MATERIAL HANDLING AND SECURITY**

A comprehensive logistics program shall provide for tracking the Library books in the Contractor's charge; transferring the books to and from Library book trucks and Contractor-

owned shipping containers; taking inventory; providing the labor and equipment to load and unload Contractor-owned containers onto and off the vehicle for transportation to the production facilities; and providing the transportation to and from the production facilities; and shall comply with the following materials handling, tracking, and security requirements.

(a) Universe of the Collection. The materials handling and security procedures shall handle the universe of the Library's heterogenous book collections. All books delivered to the loading dock shall be taken for treatment and treated.

(b) Order of the Collection. The materials handling and security procedures shall maintain the order of the Library books. Books shall be returned to the Library in the same order and position as when delivered to the loading dock. The offeror may satisfy this requirement by describing loading dock, transit, and production facilities procedures for handling of the individual and containerized books.

(c) Cycle Time. The materials handling and security procedures shall not exceed a maximum of 21 calendar days turnaround time from the date of acceptance of books from the Library to return of books to the designated Library representative. The offeror shall satisfy this requirement by specifying time to be used for chemical processing, loading dock activities, staging books at the production facilities, and transport to and from the production facilities.

(d) Accountability for US Government Property. The materials handling and security procedures shall assure that all Library property shipped outside the Library is returned to the Library. Library books placed into sealed shipping containers at the Library loading dock and returned to the loading dock in the same sealed shipping containers, may be controlled at the container level. A unit (i.e., book-by-book) inventory shall be provided by the Contractor if any Contractor procedure requires breaking the seal of the shipping container or individual handling of Library books at any time other than under Library observation. If the offeror's process(es) requires handling individual books, a unit inventory shall be required.

(e) Scheduling. The offeror shall develop pro forma schedules for loading dock operations for a minimum order of 500,000 books per year, a maximum order of 1,000,000 BPY, and intermediate processing levels of 100,000 BPY increments. The offeror shall indicate the size of processing batches, whether books will be delivered and returned in full trailer loads, and whether a trailer load constitutes a batch of work both at the production facilities and at the Library.

(f) Tracking System. The materials handling and security procedures shall track the Contractor's work in progress. The tracking system shall report status to the Contractor's lowest handling unit, and cross reference the Contractor's tracking unit to the Library's tracking unit (the shelf). At a minimum the tracking system shall:

- (1) provide status updates as tracking units are moved, conveyed, processed, and returned;

(2) list information about tracking units in various categories, i.e., work in progress, completed work, and work at any particular stage of processing;

(3) permit lookup of an individual tracking unit's status;

(4) permit development of reports that analyze "processing" times required at each stage in the work flow, by period of time;

(5) distinguish the quantities of books processed by source, i.e., the Retrospective Collection or Binding Office.

(g) Material Handling Containers. Materials handling containers used for transit and/or processing shall provide sufficient support to prevent damage to all (even weak binding) Library books during transit and treatment. They shall also provide security against theft, pilferage and loss of loose pages or inserts, and be designed to be readily stored and transported, as required, within the confines of the Jefferson Building loading dock.

(h) Loading Dock Procedures. (1) The materials handling and security procedures for acceptance of books from the Library and return of books to the Library shall be accomplished within the confines of the Jefferson Building loading dock.

(2) The materials handling and security procedures shall be compatible with the Library's internal logistics (see Section C.1.4). The offeror may propose change(s) to the Library procedures for the Library's consideration.

(3) The materials handling and security procedures shall assure that books are treated on a first-in/first-out basis, and are treated no more than once.

The offeror shall satisfy these requirements by describing procedures for accepting books from the Library and transferring books back to the Library. Included shall be staging requirements for Library book trucks and for Contractor-owned shipping containers, and for special equipment needs and staffing requirements.

Proposed layout of equipment, personnel work stations, and supplies for the loading dock area shall be included for operating with a minimum order of 500,000 BPY, a maximum order of 1,000,000 BPY, and intermediate processing levels of 100,000 BPY increments.

(i) Transportation. The materials handling and security procedures shall provide for the safety and security of Library books while in transit. For each transportation segment, the offeror shall describe:

(1) methods and means to protect books from fire, water, theft, vandalism, and pestilence;

(2) methods and means to protect books from temperatures outside the range of 50° F to 90° F and relative humidity outside the range of 30% to 60%;

(3) methods and means to protect books in transit from physical damage. This may include, but is not limited to discussion of insulation, interior features (i.e., baseboards, shoring devices), suspension on both trailer and tractor, and type and size of trailer and trailer accessories.

(j) Security. The materials handling and security procedures shall assure the security of all Library books while in the possession of the Contractor. The offeror may satisfy this requirement by describing perimeter and production facilities security equipment and procedures, security measures for Library books in transit, security measures on the Library loading dock, and the associated audit and documentation, and measures to protect individual books from theft, disfigurement, vandalism, or commingling with other customers' books.

(k) Rush Requests. During the course of a contract year, the Library anticipates that 5% of the batches may contain books requiring immediate return necessary to fulfill emergency or rush requests. The offeror shall describe procedures that will be used to expedite handling such requests. A 72 hour turnaround time should be allowed.

(l) Emergency Procedures. The materials handling and security procedures shall include safeguards for cases of emergency. The offeror shall satisfy this requirement by identifying risks and ways to mitigate the risks associated with processing hazards or accidents and transportation accidents.

(m) Multiple Processes. If the offeror proposes multiple processes, a method for the Library to determine which book has been treated by which process must be identified.

## C.5 QUALITY CONTROL

A quality control program shall be maintained throughout the life of this contract and must address needs and reporting associated with each phase of contract performance. The contractor shall provide a monthly quality control summary. (See Section E.4.)

The program shall include, but not be limited to:

(a) Testing for the effective treatment of Library books, meeting the minimum specifications set forth in Section C.2.1; and detailing:

- (1) acceptance and rejection criteria;
- (2) in-process and final acceptance procedures;
- (3) equipment calibration and control;



(4) sampling procedures and statistical control;

(5) audits and testing procedures.

(b) Testing of the materials handling controls including:

(1) checking that books remain in order, and are returned to the Library and loaded onto Library book truck with bar code labels attached in the same order and with the same shelf loading as when removed from the Library; and

(2) checking that Library books are treated on a first in-first out basis and that no book is treated more than once.

(c) Testing of the quality for each treatment chemical employed. This must include purity analysis for the primary active component(s) and limits on concentration and identity of impurities. Where materials are recycled or purified, quality standards for the recycled material and chemical nature of impurities removed must be provided.

#### **C.6 SAFETY AND MAINTENANCE**

The Contractor shall implement and maintain a safety program throughout the life of this contract, in accordance with the Contractor's Safety Plan. The Plan shall establish safety analyses and outside reviews as appropriate; schedule and conduct these analyses at the appropriate times; document the safety needs and requirements that come out of the analyses; ensure that these needs and requirements are included in the design and specifications of the plant, hardware, and operation manuals; and document the implementation of these needs and requirements in the final construction and installation of equipment. The Plan should also establish methods for safety training of personnel.

The Contractor shall maintain the facilities and equipment at a level which will ensure the quality and on-time performance of all services, safety of operators and an acceptable level of environmental impact.

PART I - SECTION D  
PACKAGING AND MARKING

## D.1 PACKAGING AND MARKING

The Contractor shall be responsible for the transfer of books to and from Library book trucks and Contractor-owned shipping containers; providing the labor and equipment to load and unload Contractor-owned containers onto and off the vehicle for transportation to the production facilities; and providing the transportation between the Contractor's production facilities and the Library site designated in Section F.7

The Contractor shall insure that all books are adequately protected from damage which could be caused by environmental factors or by the handling or transportation processes.

PART I - SECTION E  
INSPECTION AND ACCEPTANCE

## **E.1 NOTICE OF INCORPORATION BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference. The Contracting Officer will make available the full text upon request.

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

52.246-20 WARRANTY OF SERVICES (APR 1984)

## **E.2 INSPECTION AND ACCEPTANCE**

Government inspection and acceptance shall be at the Library of Congress Jefferson Building loading dock. Acceptance of processed books will be evidenced by the photographic and quality assurance procedures as prescribed in Section C.1.5.

## **E.3 RESPONSIBILITY**

The Contracting Officer's Technical Representative (COTR) will be responsible for monitoring the quality of the Contractor's services. (See Section G.2.)

## **E.4 QUALITY CONTROL PLAN**

The Contractor shall establish and maintain quality control programs in accordance with the Quality Control Plan submitted in response to this procurement and approved by the Library. The Contractor shall provide Government access to all quality control documentation at the request of the Contracting Officer. The Contractor shall submit any proposed Quality Control Plan changes to the Contracting Officer for written approval prior to implementation. to be confirmed in writing by the Contracting Officer.

## **E.5 FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (APR 1984)**

(a) Definitions. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The

Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in service cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

PART I - SECTION F

DELIVERIES OR PERFORMANCE

**F.1 FAR 52.212-1 TIME OF DELIVERY**

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Each Library book truck shall have a maximum turnaround time of 21 calendar days from the date of acceptance by the Contractor at the Library loading dock until returned to the designated Library representative at the loading dock.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	<u>(Not to exceed 12 months)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the offer will be rejected.

**F.2 FAR 52.212-13 STOP WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to



which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

### **F.3 FAR 52.212-15 GOVERNMENT DELAY OF WORK (APR 1984)**

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the

extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

#### **F.4 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the end of the first production year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond that period, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **F.5 PERIOD OF PERFORMANCE**

Twelve (12) months from date of award will be allowed for the contractor to bring the production facilities up to full production levels. This will allow time for the Library to conduct baseline testing of the book collection storage area environment, develop the logistical plan, complete loading dock modifications, and develop the tracking/marking system. There will be five (5) subsequent full production years.

#### **F.6 TIME AND PLACE OF DELIVERY**

The Contractor shall pick up and deliver shipments of books from the Library of Congress Jefferson Building Loading Dock at 2nd Street, SE, between Independence Avenue, SE and East Capitol Street, Washington, DC, between the hours of 8:00 am and 3:30 pm, Monday through Friday, excluding Federal holidays. Deliveries and pickups shall be scheduled in advance.

#### **F.7 INSURANCE/LIABILITY**

The Contractor is responsible for all damage or loss to Library books while such items are in the possession of the Contractor. The Contractor solely is responsible for all liability claims arising from the operation of the production facilities, and the transportation and materials handling of the books while in the Contractor's possession.

## F.8 NOTICE OF HAZARDS

The Contractor shall notify the Contracting Officer immediately of any hazards which pose a threat to human life, or Library property. Failure to notify the Contracting Officer of such hazards shall constitute grounds for termination for default. All notifications shall be documented in the Progress Report (See Section F.10).

## F.9 PROGRESS REPORT

(a) The Contractor shall submit a Monthly Progress Report for every month of contract performance which indicates the overall status of the contract, discusses significant accomplishments and completed activities, processing services performed, information concerning existing or potential problem areas, and a forecast of significant activities to be performed and/or completed during the next reporting period. The Contractor shall submit this report on or before the fifteenth calendar day of the month following the month being reported.

These reports shall include, but are not limited to:

(1) A front cover sheet identifying the Contractor's name and address, the contract number, the date of the report, the period covered by the report, the title of the report, and the name and telephone number of the preparer of the report.

(2) During the period of design, construction and startup of the production facilities, indication of unusual activities and problem areas, particularly, those that may delay completion and operation of the production facilities and the action planned or taken by the Contractor. Scheduled delivery dates and/or task completion dates which are missed, or are likely to be missed, must be reflected in the narrative summary. New proposed completion dates must be included.

(3) Significant changes to the Contractor's organization or method of operation, including requests to replace key personnel.

(4) Brief descriptions of work progress made by subcontractors with a discussion of any problems with these firms, the manner in which the Contractor is resolving the problems, and the results.

(5) Problem areas affecting timely and safe performance, technical, or schedule of the contract with background, impact, and recommendations for resolution.

(6) Results related to previously identified problem areas with conclusions and recommendations.

(7) Details of any damage to Library property, including insurance action taken.

(8) Summary of any contractual actions pending or contemplated.

(9) Report of any accidents or existing hazardous conditions.

(10) Updates on any environmental or toxicological data. Include reports required by and submitted to local, state or Federal authorities.

(b) The Contractor shall submit annual reports which summarize the monthly reports and assess the Contractor's adherence to the schedule and provision of service and provide information on any other Contractor accomplishments. The annual report will be due on or before the last day of the month following the end of the reporting year. For purposes of this Contract the reporting year is defined as the Library of Congress' fiscal year (October 1 through September 30).

(c) The Contractor shall submit five (5) copies of each report to the Contracting Officer and one (1) copy to the Contracting Officer's Technical Representative. Camera ready copy of the report can be prepared in the Contractor's format so long as it is acceptable to the Contracting Officer and COTR.

(d) Delays in furnishing these reports as scheduled may result in a withholding of payment as provided in FAR 52.242-2, incorporated by reference in Section I of this contract.

PART I - SECTION G

CONTRACT ADMINISTRATION

### **G.1 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustments will be made in the contract price to cover any increase in charges incurred as a result thereof.

Requests for contract interpretation or Contracting Officer decisions must be obtained by contacting:

Kaye Klinker, Contracting Officer  
Contracts and Logistics Services  
The Library of Congress  
1701 Brightseat Road  
Landover, MD 20785

Telephone Number: (202) 707-8608

### **G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

The Contracting Officer will designate, in writing, an authorized representative(s) to represent the Library for purposes of coordinating with the Contractor in administering the technical aspects of contract performance. The COTR may issue written or oral instructions to fill in details in the Scope of Work set forth in this contract via the Contracting Officer. The COTR is not authorized, however, to make any changes which affect the contract amount, terms, or conditions. The Contracting Officer is the only party authorized to bind the Library.

### **G.3 INVOICES**

The designated billing office is as follows:

Library of Congress  
Accounting Office, LM 617  
101 Independence Avenue, SE  
Washington, DC 20540

On or after the 5th of each month, the Contractor shall submit an original and three copies of all invoices to the designated billing office, covering services rendered during the previous month. A proper invoice must include the following items:

- (a) Name and address of the Contractor.

(b) Invoice date.

(c) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(d) Descriptions, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Library bills of lading.

(f) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(g) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(h) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS



## H.1 NOTICE OF INCORPORATION BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference. The Contracting Officer will make available the full text upon request.

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

#### 52.228-7 LIABILITY OF THIRD PERSONS (APR 1984)

## H.2 KEY PERSONNEL

(a) Certain skilled experienced professional and/or technical personnel are essential for successful Contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.

(b) If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer (CO) and shall, subject to the concurrence of the CO or his/her authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

(c) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the CO or needed by him/her to approve or disapprove the proposed substitution. The CO or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

(d) If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the CO for default or for the convenience of the Library, as appropriate, or, at the discretion of the CO, if he/she finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Library for any resultant delay, loss, or damage.

### **H.3 REPRESENTATIONS AND CERTIFICATIONS**

In accordance with FAR Subpart 15.406-1(b), "Representations, Certifications, and Other Statements of Offerors" (as executed by the Contractor and included in its response to the Library's Request for Proposal), are hereby incorporated and made a part of this contract.

### **H.4 SAFETY PLAN**

The Contractor's preliminary Safety Plan submitted in response to this procurement and approved by the Library is hereby incorporated and made a part of this contract. Within 30 days of commencement of processing services, the Contractor shall update the Plan and submit the final Plan to the Contracting Officer for approval and incorporation into the contract.

### **H.5 EXERCISE OF OPTIONS**

Should the Library elect to exercise any of the options in Section B, the Contracting Officer will give the Contractor preliminary notice of the Library's intent at least 30 days prior to the required performance period. Such preliminary notice will not commit the Library to exercise the option. Actual exercise of the options will be accomplished through the issuance of a unilateral contract modification.

### **H.6 USE OF LIBRARY OF CONGRESS NAME OR CONTRACTURAL RELATIONSHIP IN ADVERTISING**

The Contractor agrees not to refer to awards from or contracts with the Library in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Library or is superior to other products or services. The Contractor also agrees not to distribute or release any information which states or implies that the Library endorses, uses, or distributes the Contractor's product or service.

### **H.7 NEWS RELEASES**

No news releases pertaining to this contract will be made without Library approval, as appropriate, and then only upon written approval received from the Contracting Officer.

### **H.8 COPYRIGHT PROVISIONS**

No copyrighted matter should be included in the data or materials furnished hereunder without the written permission of the copyright owner for the Library's unlimited and unrestricted use of such copyrighted matter in the manner and for the purposes herein described.

The Contractor agrees that neither it nor its employees will claim copyright in any copyrightable materials created or developed under this contract and shall require its employees to sign an agreement indicating their services under the contract are performed for the Contractor and the Library as "Work For Hire" as described in the US Copyright law.



(e) All delivery orders are subject to the terms and conditions of the contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(f) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail.

**H.11 FAR 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10% of the Lot awarded, the Government is not obligated to the purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of n/a; or

(2) Any order for a combination of items in excess of 110% of the Lot Size awarded; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216.21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

PART II - SECTION I

CONTRACT CLAUSES

**I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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.

**I.2 NOTICE OF INCORPORATION BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

- 52.202-1 DEFINITIONS (APR 1984)
- 52.203-1 OFFICIALS NOT TO BENEFIT (APR 1984)
- 52.203-3 GRATUITIES (MAY 1986)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)
- 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 1988)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (MAY 1989)
- 52.215-2 AUDIT - NEGOTIATION (APR 1988)
- 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (APR 1988)
- 52.215-24 SUBCONTRACTOR COST OR PRICING DATA (APR 1985)
- 52.215-30 FACILITIES CAPITAL COST OF MONEY (SEP 1987)
- 52.215-33 ORDER OF PRECEDENCE (JAN 1986)
- 52.216-4 ECONOMIC PRICE ADJUSTMENT - LABOR AND MATERIAL (APR 1984)

- 52.216-22 INDEFINITE QUANTITY (APR 1984)
- 52.217-1 LIMITATION ON PRICE AND CONTRACTOR OBLIGATIONS (APR 1984)
- 52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (APR 1984)
- 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAR 1986)
- 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)
- 52.222-26 EQUAL OPPORTUNITY (MAY 1986)
- 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
- 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
- 52.223-2 CLEAN AIR AND WATER (APR 1984)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (DEC 1989))
- 52.223-6 DRUG FREE WORKPLACE (JUL 1990)
- 52.225-3 BUY AMERICAN ACT - SUPPLIES (JAN 1989)
- 52.225-13 RESTRICTIONS IN CONTRACTING WITH SANCTIONS PERSONS (MAY 1989)

- 52.227-1 AUTHORIZATION AND CONSENT (APR 1984)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)
- 52.229-5 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
- 52.230-3 COST ACCOUNTING STANDARDS (SEP 1987)
- 52.230-4 ADMINISTRATION OF COST ACCOUNTING STANDARDS (SEP 1987)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989)
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-17 INTEREST (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232.28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)
- 52.233-3 PROTEST AFTER AWARD (AUG 1989)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (APR 1984)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (APR 1984)



- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.237-3 CONTINUITY OF SERVICE (APR 1984)
- 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1984)
- 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE I (APR 1984)
- 52.244-1 SUBCONTRACTS (FIXED PRICE CONTRACTS) (JAN 1986)
- 52.244-5 COMPETITION IN SUBCONTRACTING (APR 1984)
- 52.245-4 GOVERNMENT FURNISHED EQUIPMENT - SHORT FORM (APR 1984)
- 52.248-1 VALUE ENGINEERING (MAR 1989)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-13 FAILURE TO PERFORM (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

**1.3 FAR 52.215-1 EXAMINATION OF RECORDS (APR 1984) - AS MODIFIED BY THE LIBRARY OF CONGRESS**

(a) This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

(b) The Librarian of Congress or a duly authorized representative of the Library and the Comptroller General of the United States or a duly authorized representative of the General Accounting Office shall, until three (3) years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.

(c) The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Librarian of Congress, or a duly authorized representative of the Library and the Comptroller General or a duly authorized representative of the General Accounting Office shall, until three (3) years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of

the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract, " as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

(d) The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Librarian or Comptroller General, or their duly authorized representatives have taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

**1.4 FAR 52.222-3 CONVICT LABOR (APR 1984) - AS MODIFIED BY THE LIBRARY OF CONGRESS**

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing this contract.

**1.5 FAR 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following areas: NONE . The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in contract price.

**1.6 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds for which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notices of such availability, to be confirmed in writing by the Contracting Officer.

1.7 FAR 52.233-1 DISPUTES (APR 1984) - AS MODIFIED BY THE LIBRARY OF CONGRESS

(a) This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act).

(b) All disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d)(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that -

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and
- (iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Library is liable.

(3)(i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by -

(A) A senior company official in charge at the contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For

Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals to the Library and requests a hearing officer, who will be selected by the Library, to hear the appeal and make appropriate recommendations to the Librarian of Congress or the Librarian's designee.

(g) The Library shall pay interest on the amount found due and unpaid from (1) the date the Contracting Office receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

**1.8 FAR 52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES (APR 1984)**

(a) The offeror certifies that the offeror does \_\_\_\_\_, does not \_\_\_\_\_, hold authorization from the Interstate Commerce Commission or other cognizant regulatory body. If authorization is held, it is as follows:

---

(Name of Regulatory Body)

---

(Authorization No.)

(b) The offeror shall furnish to the Government, if requested, copies of the authorization before moving the material under any contract awarded. In addition, the offeror shall, at the offeror's expense, obtain and maintain any permits, franchises, licenses, and other authorities issued by State and local governments.

**1.9 FAR 52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)**

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

**I.10 FAR 52.247-8 ESTIMATED WEIGHTS OR QUANTITIES NOT GUARANTEED  
(APR 1984) - AS MODIFIED BY THE LIBRARY OF CONGRESS**

The estimated weights or quantities of books to be deacidified are not a guarantee of actual weights or quantities, as the Government does not guarantee any particular volume of traffic described in this contract. However, to the extent services are required as described in this contract and in accordance with the terms of this contract, orders for these services will be placed with the Contractor.

**I.11 FAR 52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)**

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

**I.12 FAR 52.247-14 CONTRACTOR RESPONSIBILITY FOR RECEIPT OF  
SHIPMENT (APR 1984)**

The Contractor shall diligently count and examine all goods tendered for shipment, receipt for them, and make appropriate written exception for any goods not in apparent good order.

**I.13 FAR 52.247-15 CONTRACTOR RESPONSIBILITY FOR LOADING AND  
UNLOADING (APR 1984)**

(a) Unless otherwise specified in this contract to cover store-door or inside delivery, the Contractor shall load and unload shipments at no additional expense to the Government.

(b) All loading is the responsibility of the Contractor, and the Contractor shall perform all shoring, blocking, and bracing. The Contractor shall provide dunnage at the Contractor's expense.

**I.14 FAR 52.247-17 CHARGES (APR 1984)**

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

**I.15 FAR 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR  
PROPERTY DAMAGE (APR 1984)**

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contract shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

**I.16 FAR 52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

PART III - SECTION J

LIST OF ATTACHMENTS

## ATTACHMENTS

<u>NO.</u>	<u>TITLE</u>
J.1	Definitions
J.2	Offerors Library Contents
J.3	Space Allocation for Mass Deacidification Shipping and Processing -- Thomas Jefferson Building Loading Dock
J.4	Mass Deacidification Priorities
J.5	Mass Deacidification Materials Handling Flow
J.6	Contract Pricing Proposal Cover Sheet, Standard Form 1411
J.7	Claim for Exemption from Submission of Certified Cost or Pricing Data, Standard Form 1412



**ATTACHMENTS**

## DEFINITIONS

The following definitions apply to this contract:

**Average Book.** An "average" book is considered to be 7" x 10" x 1" and weigh 2 pounds. Throughout this document references to "books" will mean "average" books.

**Batch.** The number of average books required for processing at one time at the Contractor's facilities.

**Books Per Year (BPY).** A measurement of the number of books treated per year based on equivalence to the "average" book.

**Cycle Time.** The total elapsed time from Contractor acceptance of bailment for Library books trucks at the Library loading dock until return of the book trucks to the designated Library representative at the loading dock.

**Deacidification Process.** A comprehensive, integrated treatment process to neutralize acids in paper and provide an alkaline reserve which increases the permanence of paper by a factor of at least 3.0

**Demonstration Test Set.** A set of approximately 500 books provided by the Library to each offeror for treatment to confirm the information provided in the written technical proposal. The set is composed of:

- Books selected from the Library's Exchange and Gift (E&G) Division as representative of the Library's heterogenous General and law collections, current acquisitions, and bound journals.
- Test Books containing papers, binding, and covers of known characteristics as described below.
- Half-Books or books that have been horizontally cut in half, from E&G. One half will be included in the demonstration set the other half will be retained as a control.

**Folio.** A books with one face dimension greater than 15". For purposes of this solicitation, folios are not considered books.

**Library Book Truck.** For the purposes of this solicitation, the Library book truck is the standard 3-shelf book truck, on wheels, with open sides and no center divider, currently used throughout the Library to move books. The book truck is 43.5" high (from the floor), 38.5" long, 16" wide, and has a capacity of approximately 228 books. Book trucks are normally loaded from two sides with books foreedge-to-foreedge on a shelf. They are loaded top shelf to

bottom and left to right. When one side of the truck is full, it is repositioned and the second side is loaded in a similar manner as the first.

Pounds Per Year (LB/Y). A measurement of the number of books treated per year based on equivalence to the weight of an average book.

Pre-selection. A required handling and visual screening to determine which paper-based Library books can be safely treated utilizing a specific mass deacidification process.

Pre-testing. A required handling and chemical examination to determine which paper-based Library books can be safely treated utilizing a specific mass deacidification process.

Residuals. Books which have been determined by the Library to be inappropriate candidates for mass deacidification treatment.

Retrospective Collection. Library books that have as their storage location stack areas in either the Jefferson Building, Adams Building, or Madison Building.

Test Book. A bound book with special different quality papers as described below:

<u>Book Part</u>	<u>Description</u>
A	Cover with Heckman 598 Navy Blue Buckrum
B	Binder Board
C	Paper #4, 16 sheets, "Clear Spring Offset"
D	One brown sheet of paper
E	Extra filler paper of ordinary white printing paper such as alum rosin sized paper to bring text block thickness to about 1-3/8 inch. Same amount of paper as Book Part "P".
F	One brown sheet of paper.
G	Paper #3, 16 sheets, "Clear Spring Offset"
H	Paper #5, 16 sheets, "Alum Rosin"
I	Paper #3, 8 sheets, "Sterling Litho Gloss" printed in black halftone on one side of each sheet.
J	Paper #1, 32 sheets, "Supercalendered".
K	Paper #2, 16 Sheets, "Alkaline Sized"
L	Paper #2, 8 sheets, "Alkaline Sized" printed in black halftone on one side of each sheet
M	Paper #6, 16 sheets, "New Newsprint"
N	Paper #7, 4 sheets, "Whatman No. 1".
O	One brown sheet of paper.
P	Extra filler paper of ordinary white printing paper such as alum rosin sized paper to bring text block thickness to about 1-3/8 inch. Same amount of paper as Book Part "E".
Q	One brown sheet of paper.
R	Paper #4, 16 sheets, "Clear Spring Offset"
S	Binder Board.
T	Cover with Heckman 598 Navy Blue Buckrum

Key:

"Alkaline Sized". Mowhawk Super Fine White Text Smooth Finish, Alkaline sized. Mill no. 20-1718; Basis weight 70 lbs; acid free, ph 7.5+, alkaline buffer, alum and rosin free, not coated, some calendering, brightness 88, opacity 95.5 of 96%.

"Alum Rosin". Hammermill South Shore Offset White Smooth Finish. Mill no. 73514-A1; Basis weight 50 lbs; alum rosin, uncoated, not super calendered, brightness 82, contains alum rosin if purchased before June 1988, no alum rosin after June 1988.

"Clear Spring Offset". Westvaco Clear Spring Offset. Basis weight 70 lbs; acid, uncoated, brightness 77 to 81.

"New Newsprint". Newsprint, Natural Shade. JCPA 10, Property #056502; acid.

"Sterling Litho Gloss". Westvaco Sterling White Litho Gloss. Basis weight 70 lbs; coating is alkaline, core is acid, gloss, coated, brightness 83 to 84.

"Supercalendered". Hammermill Lustre Opaque Offset, Supercalendered, uncoated offset. Mill No. 25x35-140M-S70; #14083-0; Basis weight 140 lbs; uncoated, white, alkaline, brightness 9.2.

"Whatman No. 1". Fisher Scientific, Whatman No. 1.

Universe of the Collection. A statistically valid sample of 1,200 books representing the heterogenous paper-based books in the Library's General and Law collections.

## OFFERORS LIBRARY CONTENTS

### PATENTED PROCESS

Method of Deacidifying Paper. United States Patent 3,969,549, July 13, 1976.

Method of Deacidifying Paper. United States Patent 4,051,276, September 27, 1977.

Method of Deacidifying Paper. Canadian Patent 1043956, December 12, 1978.

### ENGINEERING INFORMATION

Annual Operating Cost Estimate for a Process to Deacidify the Library of Congress Collections. Library of Congress, July 1989.

Book Deacidification Process, One MM Books/Year Treating Plant, Project Scope Book. S&B Engineers & Constructors, Inc., 1989

Book Deacidification Unit Estimate. S&B Engineers and Constructors, Inc., May 1989.

Design Safety Review, Book Deacidification Process, One Million Books/Year Treating Plant. Project Scope Books, S&B Engineers and Constructors, Inc., January 1989.

### TOXICOLOGICAL STUDIES

Acute Oral Toxicity Study in Rats, Diethyl Zinc Treated Paper and Untreated Paper, Final Report. Litton Bionetics, Inc., July 1985.

Evaluation of Diethyl Zinc-Treated Paper for Potential Health Effects by Toxicity and Cell Transformation Assays, Utilizing Primary Hamster Embryo Cells. Northrop Environmental Sciences, August 1986.

Evaluation of Diethyl Zinc-Treated Paper: Particulate Emissions, Final Report. Northrop Environmental Sciences, August 1985.

Guinea Pig Dermal Sensitization Study DEZ (Diethyl Zinc) Treated Paper and Untreated Paper, Final Report. Litton Bionetics, Inc., December 1984.

Mutagenicity Evaluation of Paper Untreated in the Ames Salmonella/Microsome Spot Test, Final Report. Litton Bionetics, Inc., April 1985.

Pilot Study on the Acute Toxicity of Diethyl Zinc after Administration to Rats by Inhalation and Parenteral Routes. F. William Sunderman, Jr., MD, July 1987.

**Primary Dermal Irritation Study in Rabbits DEZ (Diethyl Zinc) Treated Paper Untreated Paper and USP Commercial Zinc Oxide, Final Report.** Litton Bionetics, December 1984.

**Primary Eye Irritation Study in Rabbits DEZ (Diethyl Zinc) Treated Paper and Untreated Paper, Final Report.** Litton Bionetics, Inc., December 1984.

**Quantitative Evaluation of Potential Particulate Emissions from Diethyl Zinc-Treated Books under Simulated Library Stack Conditions, Final Report.** Northrop Services Inc.-Environmental Sciences, November 1987.

**Repeated-Exposure Inhalation Study of Zinc Oxide in Rats, Draft Final Report.** Battelle Memorial Institute, June 1989.

**Safety Evaluation of Zinc Oxide Aerosols from Diethylzinc-Treated Books, Final Report. Phase I. Characterization of Zinc Oxide Aerosols Associated with Diethylzinc-Treated Books Via Field Studies and Laboratory Studies, November 1987 to August 1988.** Battelle Memorial Institute, August 1988.

**21-Day Repeat Dose Dermal Toxicity Study in Rabbits DEZ (Diethyl Zinc) Treated Paper and Untreated Paper, Final Study.** Litton Bionetics, Inc., March 1985.

**SUBCHRONIC INHALATION TOXICITY STUDY.** Battelle Mem. Institute, September 1990.

#### **ENVIRONMENTAL IMPACT**

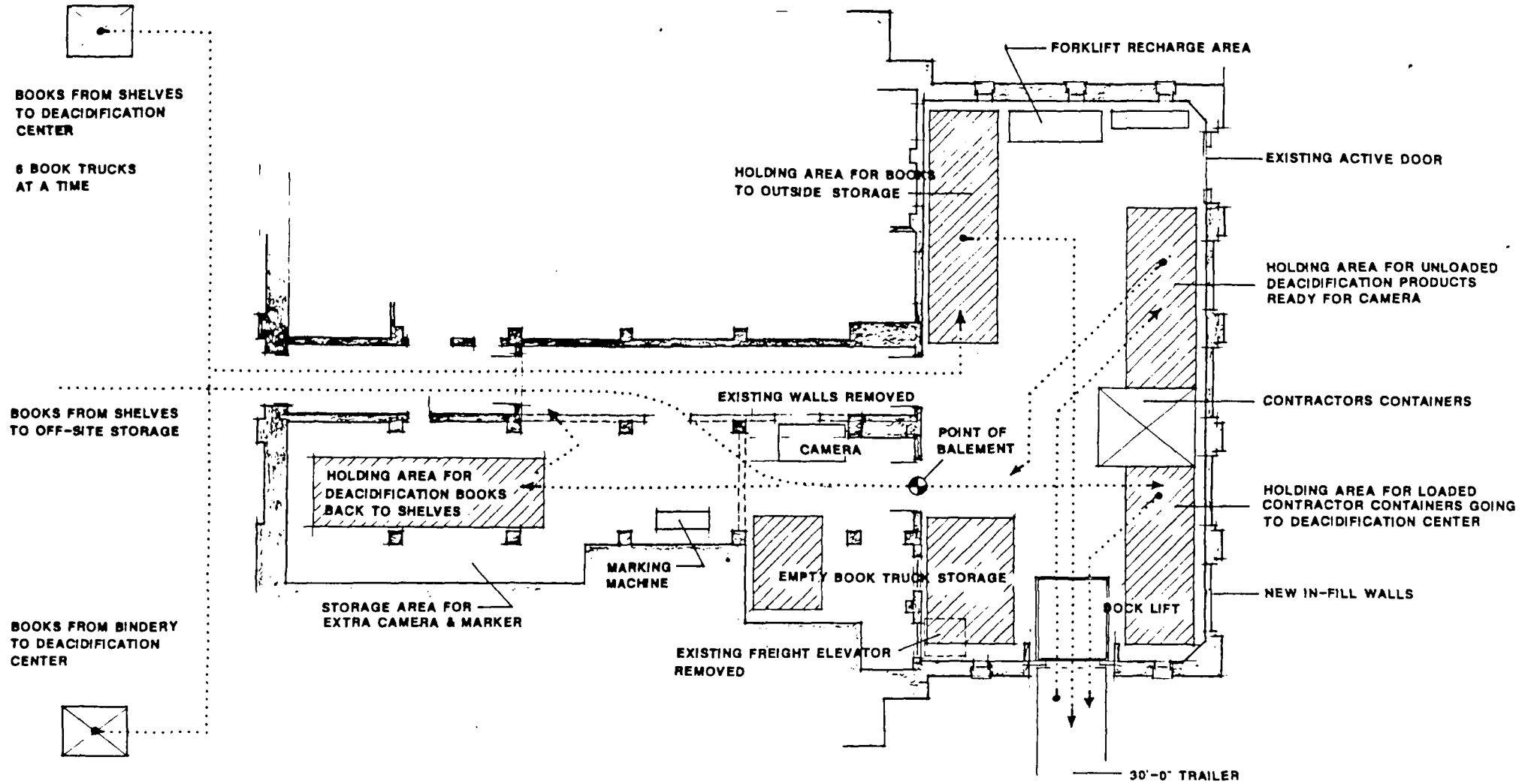
**Management of Liquid and Gaseous Discharges from Diethyl Zinc Process for Deacidification of Books.** BCM Engineers, May 1989.

#### **OTHER REPORTS**

**Di-ethyl Zinc Gas Diffusion Deacidification Process Overview, Draft #3.** Library of Congress, July 1989.

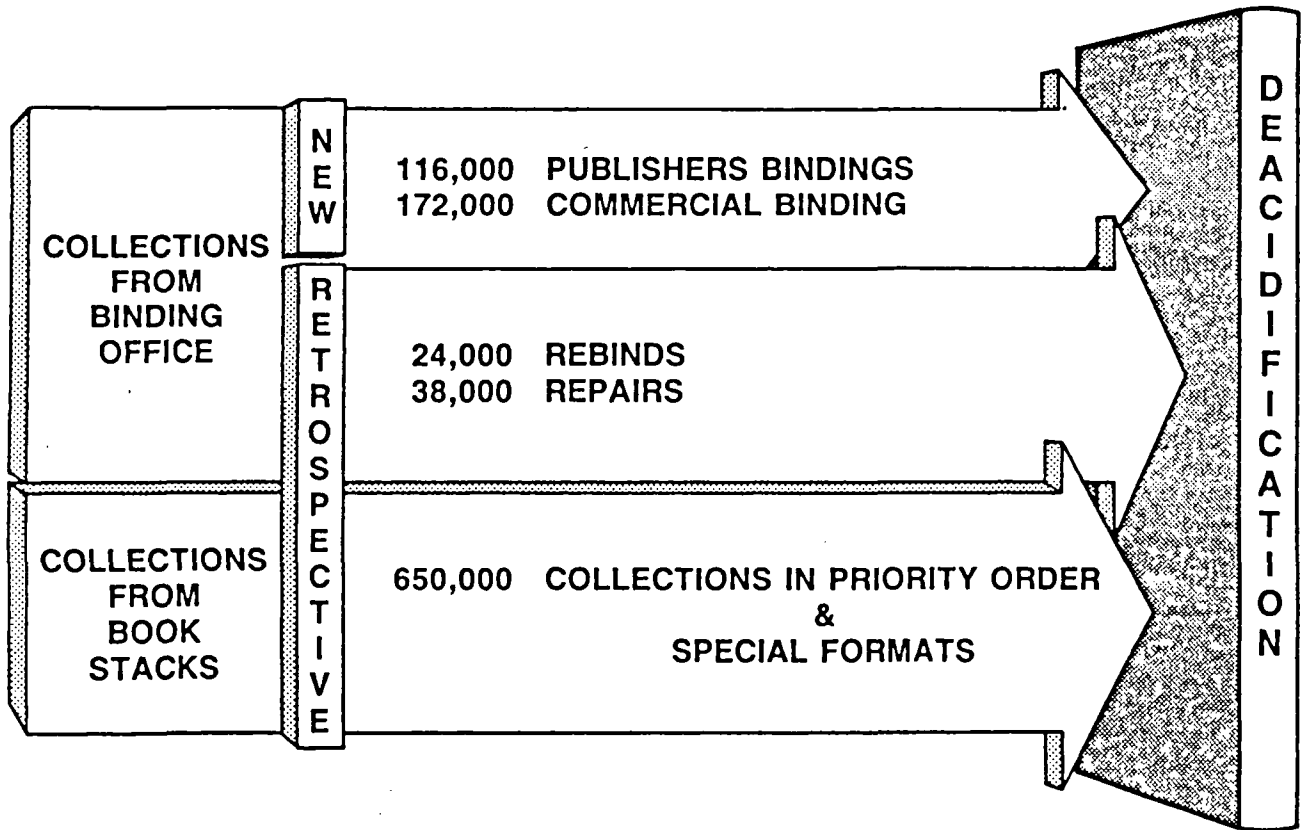
**Market Survey Questionnaire, Performance Specifications and Requirements Statement,** Library of Congress, July 1989.

**Materials Handling, Transportation and Staffing Study for the Library of Congress Deacidification Project.** Technology Management Corporation, Inc./Wesley-Kind Associates, Inc., October 1988.



Attachment J.3 - Space Allocation ... Jefferson Building Loading Dock

MASS DEACIDIFICATION PROGRAM GOAL  
**1,000,000 BOOKS PER YEAR**

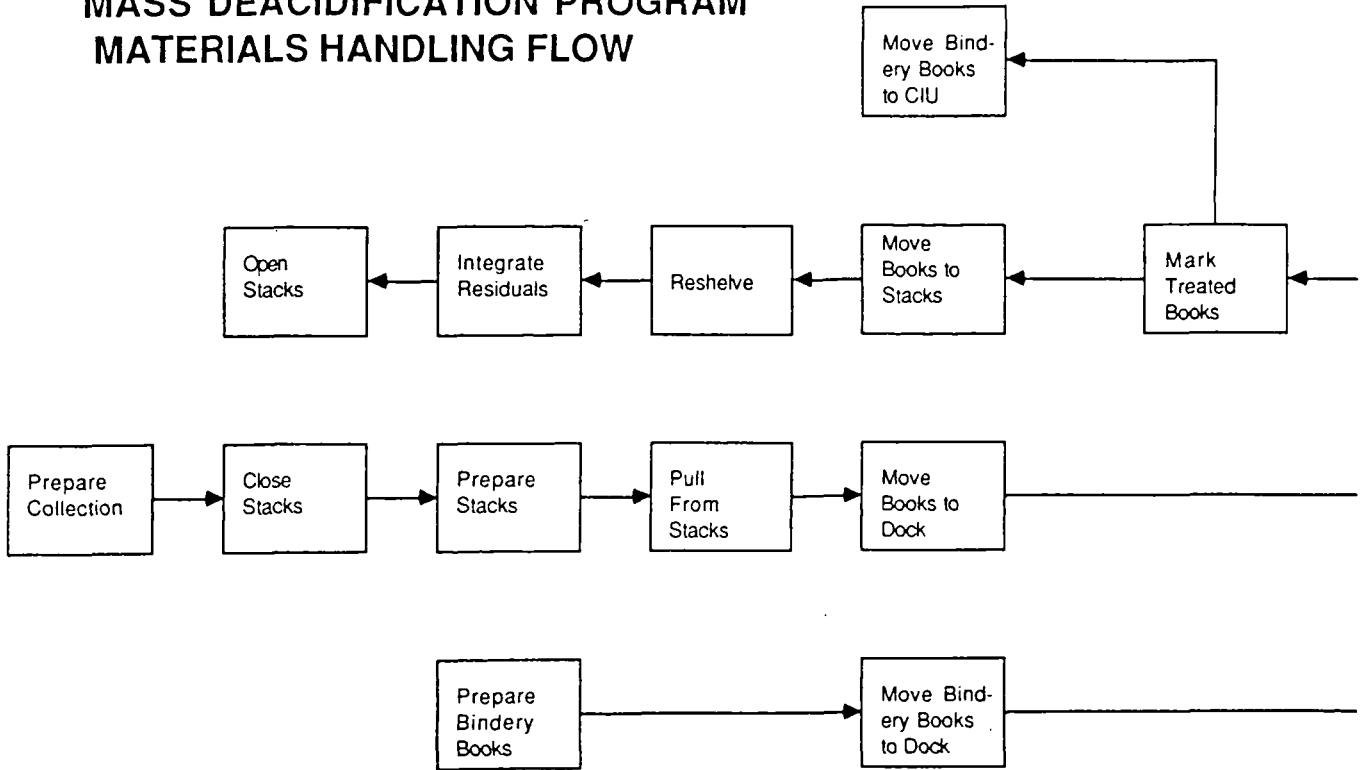


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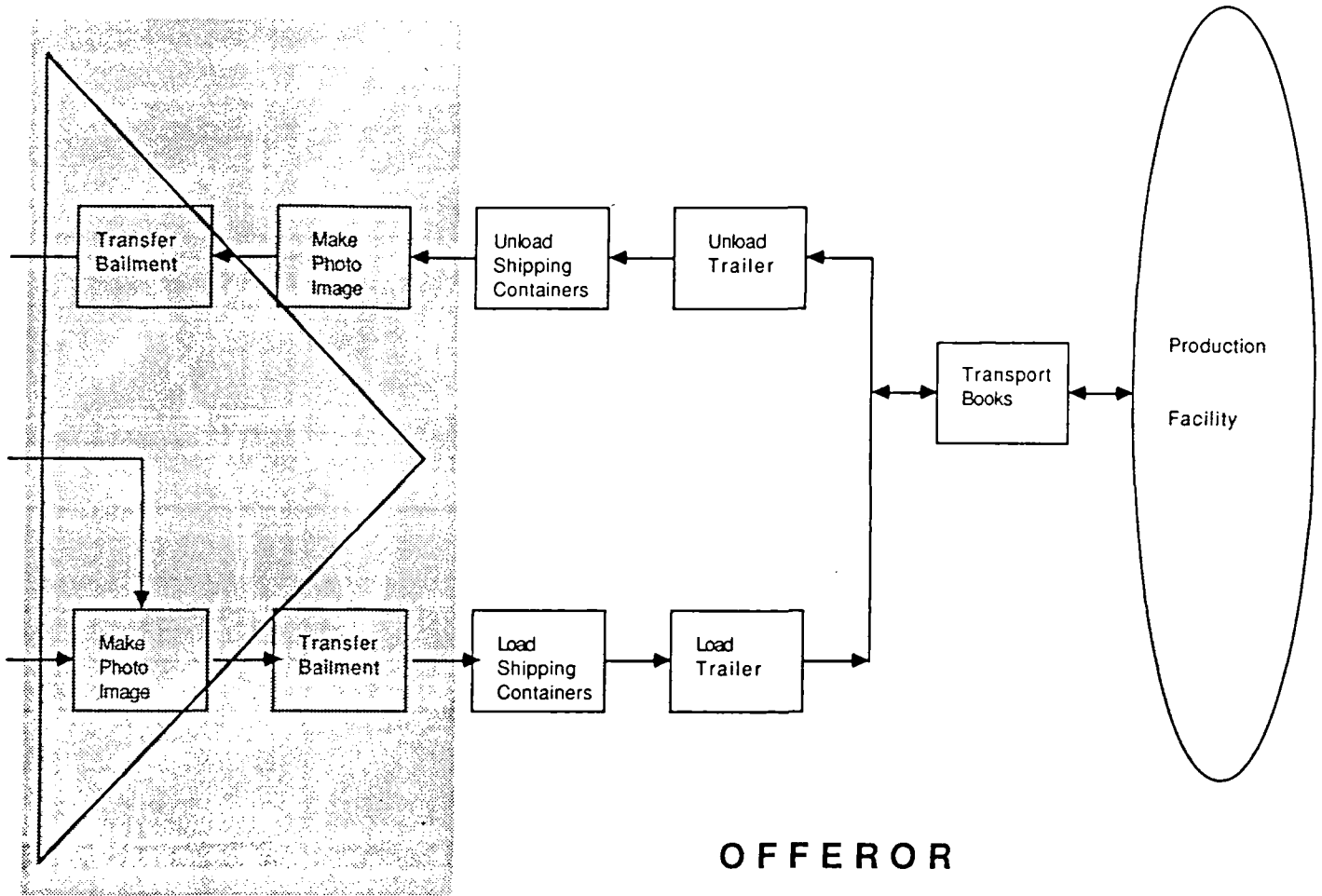


**MASS DEACIDIFICATION PROGRAM  
MATERIALS HANDLING FLOW**

# MASS DEACIDIFICATION PROGRAM MATERIALS HANDLING FLOW



LIBRARY OF CONGRESS



# CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO. FORM APPROVED OMB NO. 9000-0013

NOTE: This form is used in contract actions if submission of cost or pricing data is required. (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TELEPHONE NO.

**4. TYPE OF CONTRACT ACTION (Check)**

- |                                   |                    |
|-----------------------------------|--------------------|
| A. NEW CONTRACT                   | D. LETTER CONTRACT |
| B. CHANGE ORDER                   | E. UNPRICED ORDER  |
| C. PRICE REVISION/REDETERMINATION | F. OTHER (Specify) |

**5. TYPE OF CONTRACT (Check)**

- FFP     CPFF     CPIF     CPAF  
 FPI     OTHER (Specify)

**6. PROPOSED COST (A+B=C)**

A. COST	B. PROFIT/FEE	C. TOTAL
\$	\$	\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

**9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)**

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

- YES     NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

- YES     NO

11B. TYPE OF FINANCING (If one)

- ADVANCE PAYMENTS     PROGRESS PAYMENTS  
 GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

- YES     NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)

- YES     NO

**14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)**

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

- YES     NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

- YES     NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

- YES     NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.804-6(b) (2), Table 15-2. By submitting this proposal, the offeror, if selected for negotiation, grants the contracting officer or an authorized representative the right to examine, at any time before award, those books, records, documents and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

**CLAIM FOR EXEMPTION FROM SUBMISSION OF CERTIFIED COST OR PRICING DATA**

FORM APPROVED OMB NO.  
3090-0116

1. OFFEROR (Name, address, ZIP Code)		3. SOLICITATION NO.
2. DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED		4. ITEM OF SUPPLIES AND/OR SERVICES TO BE FURNISHED
5. QUANTITY		6. TOTAL AMOUNT PROPOSED FOR ITEM \$

By submission of this form the offeror claims exemption from requirements for submitting certified cost or pricing data on the basis that the price offered is based on an established catalog or market price of a commercial item sold in substantial quantities to the general public or is a price set by law or regulation (see FAR 15 804-3). Complete Section I, II, or III below as applicable.

**SECTION I - CATALOG PRICE (See Instructions for items 7 thru 11 on reverse.)**

7. CATALOG IDENTIFICATION AND DATE		8. SALES PERIOD COVERED	
		FROM	TO
9. CATEGORIES OF SALES	TOTAL UNITS SOLD *	10. REMARKS	
a. U.S. Government sales			
b. Sales at catalog price to general public			
c. Other sales to general public			

\* If your accounting system does not provide precise information, insert your best estimate and explain the basis for it in Item 10, REMARKS. Continue on a separate sheet, if necessary.

**11 LIST THREE SALES OF THE ITEM OFFERED**

SALES CATEGORY	DATE	NO. OF UNITS SOLD	PRICE/UNIT
a. <input type="checkbox"/> B <input type="checkbox"/> C			\$
b. <input type="checkbox"/> B <input type="checkbox"/> C			\$
c. <input type="checkbox"/> B <input type="checkbox"/> C			\$

**SECTION II - MARKET PRICE (See Instructions for item 12 on reverse.)**

12. SET FORTH THE SOURCE AND DATE OR PERIOD OF THE MARKET QUOTATION OR OTHER BASE FOR MARKET PRICE, THE BASE AMOUNT, AND APPLICABLE DISCOUNTS.

**SECTION III - LAW OR REGULATION (See Instructions for item 13 on reverse.)**

13. IDENTIFY THE LAW OR REGULATION ESTABLISHING THE PRICE OFFERED

**REPRESENTATION (See Instructions for item 14 on reverse.)**

The offeror represents that all statements made above and on attachments submitted are accurate and are submitted for the purpose of claiming exemption from requirements for submitting certified cost or pricing data. The offeror also represents that, except as stated in an attachment, a like claim for exemption involving the same or a substantially similar item has not been denied by a Government Contracting Officer within the last 2 years. Pending consideration of the proposal supported by this submission and, if this proposal or a modification of it is accepted by the Government, until the expiration of 3 years from the date of final payment under a contract resulting from this proposal, the Contracting Officer or any other authorized employee of the United States Government is granted access to books, records, documents, and other supporting data that will permit verification of the claim.

14. TYPED NAME, TITLE, AND FIRM	15. SIGNATURE	16. DATE OF SUBMISSION

NSN 7540-01-142-9846  
1412-101

STANDARD FORM 1412 (10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.215-2(b)

**INSTRUCTIONS TO OFFERORS SUBMITTING  
CLAIM FOR EXEMPTION FROM SUBMISSION  
OF CERTIFIED COST OR PRICING DATA**

Item 7. Attach a copy of the catalog, or the appropriate pages covering price and published discounts, or a statement that the catalog is on file in the buying office to which this proposal is being made. Catalog price, is a price that is included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. To justify a catalog-price exemption for the Government item, the catalog item must be identical or must be so similar in material and design that any price difference or its absence can be evaluated solely by price analysis (see FAR 15.805-2). In the latter case, a statement must be attached identifying the specific differences and explaining, by price analysis of the differences, how the proposed price is derived from the catalog price.

Item 8. This period should include the most recent regular monthly, quarterly, or other period for which sales data are reasonably available and should extend back only far enough to provide a total period representative of average sales. You may also attach sales data for a prior representative period if for any reason recent sales are abnormal and the prior period is sufficiently recent (not more than 2 years preceding) to support the proposed price for the Government item. In the latter case, you must explain, by price analysis only, how the proposed price is derived from the catalog sales for the prior period.

Item 9. (a) Include in Category A all sales of the catalog item (a) directly to the U.S. Government and its instrumentalities and (b) for U.S. Government use (sales directly to U.S. Government prime contractors, or their subcontractors or suppliers at any tier, for use as an end item, or as part of an end item, by the U.S. Government).

(b) Include in Category B all sales of the catalog item made strictly at the catalog price, less only published discounts, to the general public (i.e., catalog price sales other than those (i) to affiliates of the offeror or (ii) included in Category A (Instruction 9(a))).

(c) Include in Category C all sales to the general public that were not made strictly at the catalog price or that were made at special discounts or discount rates not published in the catalog.

Item 11. On line a, insert information on the lowest price at which Category B or C sales of the offered item was made during the period, regardless of quantity.

On lines b. and c. insert sales information in the following manner

- a. Give the lowest price Category C sales of comparable quantities. If there were no sales of comparable quantities, then give
- b. The lowest price Category C sales of quantities most nearly the quantity being offered. If there were no sales of Category C, then give
- c. The lowest price Category B sales of comparable quantities. If there were no sales of comparable quantities, then give
- d. The lowest price Category B sales of quantities most nearly the quantity being offered.

Attach a complete explanation (i) if you, during the period covered, offered special discounts not included in the catalog, or (ii) if the price proposed is not the lowest price at which a sale was made to any customer during that period for like items and comparable quantities.

Item 12. Market price is a current price, established in the usual and ordinary course of trade between buyers and sellers free to bargain, that can be substantiated from sources independent of the manufacturer or vendor. There must be a sufficient number of commercial buyers so that their purchases establish an ascertainable current market price for the item or service. The nature of this market should be described. To justify a market-price exemption, the item or service being purchased must be identical to the commercial item or service or must be so similar in material and design (for supplies) or in work and facilities (for services) that any price difference or its absence can be evaluated solely by price analysis (see FAR 15.805-2). In the latter case, a statement must be attached identifying the specific differences and explaining, by price analysis of the differences, how the proposed price is derived from the market price.

Item 13. Identify the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

Item 14. Insert the name, title, and firm of the person authorized by the offeror to sign this form.

PART IV - SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS

**K.1 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror in block 17 of Standard Form 33 (which is the face page of this solicitation) constitutes the making of applicable representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 15.406-1(b).

**K.2 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);



(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.3 FAR 52.203-4 CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984)**

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror - (NOTE: The offeror must check the appropriate boxes. For the interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.)

(1) // has, // has not employed or retained any person or company to solicit or obtain this contract; and

(2) // has, // has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**K.4 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)**

(a) The definition and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that -

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **K.5 FAR 52.204-3 TAXPAYER IDENTIFICATION (SEP 1989)**

(a) Definitions.

"Common parent," as used in the solicitation provision, means an offeror that is a member of an affiliated group of corporations that files its Federal income tax returns on a consolidated basis.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- // / Offeror is an agency or instrumentality of a foreign government;
- // / Offeror is an agency or instrumentality of a state or local government;
- // / Other. State basis \_\_\_\_\_.

(d) Corporate Status.

- // / Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services:
- // / Other corporate entity;
- // / Not a corporate entity;
- // / Sole proprietorship
- // / Partnership
- // / Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- // / Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- // / Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.6 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)**

The offeror certifies, to the best of its knowledge and belief, that:

(a) 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 judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) 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, or receiving stolen property; and

(3) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(b) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principals," for the purposes of this certification, means officer; directors; owner; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

*THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.*

**K.7 FAR 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)**

The offeror or quoter, by checking the applicable box, represents that:

(a) It operates as // a corporation incorporated under the laws of the State of \_\_\_\_\_, // an individual, // a partnership, // a nonprofit organization, or // a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as // an individual, // partnership, // a nonprofit organization, // a joint venture, or // a corporation, registered for business in \_\_\_\_\_  
country

**K.8 FAR 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)**

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (List names, titles, and telephone numbers of the authorized negotiators)

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**K.9 FAR 52.215-19 PERIOD FOR ACCEPTANCE OF OFFER (APR 1984)**

In compliance with the solicitation, the offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of offerors, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

**K.10 FAR 52.215-20 PLACE OF PERFORMANCE (APR 1984)**

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, // intends, // does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance  
(Street Address, City,  
County, State, Zip Code)

Name and Address of Owner  
and Operator of the Plant  
or Facility if Other than  
offeror or quoter.

_____	_____
_____	_____
_____	_____
_____	_____

**K.11 FAR 52.219-1 SMALL BUSINESS CONCERN REPRESENTATION  
(FEB 1990)**

(a) Representation. The offeror represents and certifies as part of its offer that it // is, // is not a small business concern and that // all, // not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern", as used in this provision, 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 and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in paragraph (a) of this clause in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Act.

**K.12 FAR 52.219-2 SMALL DISADVANTAGED BUSINESS CONCERN  
REPRESENTATION (FEB 1990)**

(a) Representation. The offeror represents that it // is, // is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Pacific Americans" as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Island (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, bank, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indian, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, 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 and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Subcontinent Asian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified Groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans,

Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

**K.13 FAR 52.219-3 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984)**

(a) Representation. The offeror represents that it // is, // is not a women-owned small business concern.

(b) Definitions.

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

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**K.14 FAR 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -



(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE  
SUBCONTRACTORS OF REQUIREMENT  
FOR CERTIFICATION OF  
NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.15 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)**

The offeror represents that:

(a) It // has, // has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It // has, // has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractor, will be obtained before subcontract awards.

**K.16 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that (a) it // has developed and has on file, // has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it // has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.17 FAR 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The offeror certifies that:

(a) Any facility to be used in the performance of this proposed contract // is, // is not, listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communications from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.18 52.223-5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)**

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will:

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction; and

(6) Within 30 days after receiving notice under sub-paragraph (a)(4) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of this offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) and (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.19 52.225-12 NOTICE OF RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS**

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services, except those listed in this paragraph (b), delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in paragraph (d) of the clause at FAR 52.225-13 applies.

<u>Product or Service</u>	<u>Sanctioned Person</u>
_____	_____
_____	_____
_____	_____

(List as necessary)

**K.20 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model number of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K.21 FAR 52.230-2 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (NONDEFENSE) (SEP 1987)**

NOTE: This notice does not apply to small businesses or foreign governments.

(a) Any contract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS-covered contract or subcontract, except when:

- (1) The award is based on adequate price competition;
- (2) The price is set by law or regulation;
- (3) The price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
- (4) One of the exemptions in Federal Acquisition Regulation (FAR) 30.201-1(b) applies.

(b) Contracts not exempted from CAS shall be subject to full or modified coverage as follows:

- (1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage FAR 30.201-2(a), this

contract will have full CAS coverage and will contain the clauses from the FAR entitled Cost Accounting Standards, 52.230-3 and Administration of Cost Accounting Standards, 52.230-4.

(2) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to modified CAS coverage FAR 30.201(b), this contract will have modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Practices, 52.230-5 and Administration of Cost Accounting Standards, 52.230-4.

#### **A. CERTIFICATE OF CAS APPLICABILITY**

The offeror hereby certifies that:

/ / The offeror is not performing any CAS-covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contracting Officer in writing if it is awarded any national defense CAS-covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a contract resulting from this solicitation. (If this statement applies, no further certification is required).

/ / The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Standards clause at FAR 52.230-3.

/ / The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practices at FAR 52.230-5.

#### **B. ADDITIONAL CERTIFICATION - CAS APPLICABLE OFFERORS**

/ / The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted as required by FAR 30.202-1 through FAR 30.202-5.

#### **C. DATA REQUIRED - CAS COVERED OFFERORS**

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offerors CAS-covered contracts.

Name of Contracting  
Officer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

**K.22 DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**

(a) The bidder/offeror is requested to insert the DUNS number applicable to the Contractor's address shown on the solicitation form.

DUNS Number \_\_\_\_\_.

(b) If the production point (point of final assembly) is other than the location entered on the solicitation form, or if additional production points are involved, enter the DUNS number applicable at each production point in the space provided below.

Item No.	Manufacturer	Production Point	DUNS No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) If DUNS numbers have not been established for the Contractor, or the production point(s) shown above, a number will be assigned upon request by Dun & Bradstreet, Allentown, Pennsylvania, telephone (215) 776-4388, 89,90, or 91.

**K.23 ADDRESS TO WHICH PAYMENT SHOULD BE MAILED**

In the space provided below, the Contractor is requested to indicate the address to which payment should be mailed, or indicate "same" if it is the same as the address shown on the solicitation form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.24 PERSONS AUTHORIZED TO NEGOTIATE, SIGN AND ADMINISTER CONTRACTS AND CONTRACT MODIFICATIONS**

The Contractor should indicate below the name, location, and telephone number of persons authorized to conduct negotiations:

Name	Location	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**K.25 DETERMINATION OF CONTRACTORS RESPONSIBILITY AND PERFORMANCE BACKGROUND**

Offerors are to list references of contracts held within the past two (2) years for similar services, including all Government contracts.

Contract Number	Amount	Agency, Including Person's Name and Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**K.26 FACSIMILE NUMBER**

The offeror shall indicate below the telephone number (if applicable), to which the Government may send written communications electronically.

\_\_\_\_\_



I HEREBY CERTIFY THAT THE RESPONSES TO THE ABOVE REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS ARE ACCURATE AND COMPLETE.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PART IV - SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(JUN 1988)**

This solicitation 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.

**L.2 NOTICE OF INCORPORATION BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS**

- 52.215-5 SOLICITATION DEFINITIONS (JUL 1987)
- 52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (APR 1984)
- 52.215-8 AMENDMENTS TO SOLICITATIONS (DEC 1989)
- 52.215-9 SUBMISSION OF OFFERS (DEC 1989)
- 52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (DEC 1989)
- 52.215-13 PREPARATION OF OFFERS (APR 1984)
- 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)
- 52.215-15 FAILURE TO SUBMIT OFFER (APR 1984)

**L.3 FAR 52.215-12 RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)**

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the Library except for evaluation purposes, shall -

(a) Mark the title page with the following legend:

*"This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a contract is*

*awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identified of sheets]"; and*

(b) Mark each sheet of data it wishes to restrict with the following legend:

*"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."*

#### **L.4 FAR 52.215-16 CONTRACT AWARD (APR 1985)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. *Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.*

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a bidding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

**L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a firm-fixed-unit price indefinite quantity type contract.

**L.6 FAR 52.233-2 SERVICE OF PROTEST (NOV 1988)**

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 General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA) shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

Kaye Klinker, Contracting Officer  
Contracts and Logistics Services  
The Library of Congress  
1701 Brightseat Road  
Landover, MD 20785

**L.7 FAR 52.237-1 SITE VISIT (APR 1984)**

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

**L.8 FAR 52.247-6 FINANCIAL STATEMENT (APR 1984)**

The offeror shall, upon request, promptly furnish the Library with a current certified statement of the offeror's financial condition and such data as the Library may request with respect to the offeror's operations. The Library will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

**L.9 GENERAL PROPOSAL INFORMATION**

Comprehensive responses to the requirements of this Request for Proposals (RFP) are necessary to enable the Library to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. Throughout the proposal, the offeror shall provide sufficient detail to substantiate the validity of all stated assertions. Proposals shall be submitted in accordance with the instructions herein, and non-conformance with the specified required content may be cause for rejection of the proposal.

General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be considered to be inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal.

The proposal shall be presented in five (5) separate volumes. Volume I shall be the form of contract and price proposal; Volume II shall address the offeror's technical proposal; Volume III shall address the offeror's business management proposal; Volume IV shall be appendices of experimental and scientific data and copies of supporting documentation; and Volume V shall contain statements of impact of the proposed process(es) on the environment within the Library and on the North American Continent's environment in general. Volumes II, III, IV, and V shall not contain cost data.

Each volume of the proposal shall be organized and formatted as stated so that an extensive search of the proposal is not necessary to perform an evaluation. Each volume of the proposal shall also contain a separate "Table of Contents" that identifies all paragraphs and subparagraphs covered within that volume of the proposal by paragraph and subparagraph number, title, and by page number. Information not in its appropriate volume and not appropriately referenced may be assumed to have been omitted.

Use of fold out pages shall be minimized. Fold-out pages shall fold entirely within the volume. Each volume of the proposal shall be separately bound. A cover sheet shall be affixed to each volume. The cover sheet shall be clearly marked as to subject, volume/section number, copy number (e.g., copy 2 of 10), the RFP number, and the offeror's name. Binding shall provide for opened facing pages to be flat without any external constraint applied. Each volume shall be bound in such a manner as to facilitate subsequent changes provided to the Library during the selection process.

Page size shall be 8 1/2 by 11 inches and shall be printed on two sides, using a typing pitch not less than ten (10), with a space and a half between lines. The type face shall be of any common font. One or two columns of text information per page is acceptable. Photo-reduction other than for graphs, tables, and drawings is not desired. Each volume shall contain a table of abbreviations and an explanation for each as necessary.

Charts and graphs shall be used, where practical, to depict organization structures, system descriptions and layouts, implementation schedules, and plans. These charts and graphs shall maximize clarity.

The offeror shall submit an original and copies to total the following number of copies of each volume:

<u>VOLUME</u>	<u>NO. OF COPIES</u>
I - Form of Contract and Price	10
II - Technical	10
III - Business Management	5
IV - Appendices	10
V - Environmental Impact Statements	10

**L.10 INSTRUCTIONS FOR PREPARATION OF THE PRICE PROPOSAL - VOLUME I**

Offerors shall submit cost proposals in a sealed package(s) plainly marked "PRICE PROPOSAL". The offeror shall submit a copy of Section B with all prices appropriately inserted as part of the Price Proposal.

These instructions supplement Federal Acquisition Regulation (FAR) Table 15-2. All information and supporting data requested herein shall be included with the proposal. Since these instructions are general in nature, to cover many types of acquisitions, the offeror is to submit data to support those cost factors that are appropriate for this proposal. The costs must be translated into a price-per-pound based on the average book as defined in these specifications.

The offeror is expected in good faith, to submit any additional data, supporting schedules or substantiation that are reasonably required for the conduct of an appropriate review and analysis. For effective negotiations, it is essential that there be a clear understanding of (a) existing verifiable data, (b) the judgment factors, rationale and methodology applied in arriving at the offer price.

A signed SF 1411 is required in response to this Request For Proposals since cost analysis may be involved. The offeror shall comply with the specific instructions set forth in FAR 15.804-6. The offeror shall submit an initial package of complete, accurate and current data. If backup data is not submitted because of commercial application of any or all of the equipment items, the exemptions must be included and adequately explained on SF 1412. SF 1411s are required for all subcontracts which exceed \$100,000.

The proposal shall include a summary table of SF 1411 data presenting the total of each SF 1411 cost element for each quantity and for each year. The proposal should clearly demonstrate how each price in Section B was derived. The proposal shall include Cost of Money and Profit/Fee as appropriate.

The offeror shall include the following specific elements in the proposal.

(a) General. The offeror shall provide under each cost element as appropriate, a narrative and detailed description to explain, in whatever detail is required to demonstrate cost reasonableness and the methodology used to estimate each element of cost (e.g., labor, material).

In all cases where cost estimates are based upon past experience, the offeror shall identify the past experience, explain how cost data available from the past experience were adapted to the current effort. If the past experience concerns a specific hardware item built or acquired in the past, the offeror shall identify the item, applicable dates and item cost.

(b) Material. The offeror shall provide a complete, itemized Bill of Materials indicating whether based on competition, sole source, or on historical data, vendor name, part number, item description, quantity, unit price and extended price. The format for the Bill of Materials shall be from highest to lowest extended price. In addition, the offeror shall provide complete rationale on any chemicals required for the process. The offeror shall identify any costs included for material escalation and describe the basis and estimating methodology therefore. The offeror shall separately identify all handling costs.

The offeror shall identify yearly material overhead rates, bases and costs; describe the composition of the overhead pool; describe the basis for projecting the overhead rate beyond the current year; and show trends and budgetary data to support estimates.

(c) Subcontracts and Interdivisional Transfer. Provide information required under FAR 15.804-6.

(d) Labor.

(1) The offeror shall provide a breakdown for each labor category including labor rates and dollars proposed for each year and in total. Labor categories shall be grouped by appropriate overhead centers (i.e., engineering, manufacturing, quality assurance). In addition, the breakdown shall include the overhead base, rate, and cost for each overhead center in each year and in total.

(2) Provide a table of the labor rates applied to each labor category each year. Identify the annual rate of escalation anticipated each year. Describe rationale for estimated escalation rate and methodology for applying to labor rates.

(3) Provide a table of overhead rates applied to each overhead center each year. Identify the composition of each overhead pool by description, estimated amount and percentage of total overhead center pool estimates in each year. Describe methodology for projecting overhead rates beyond the current fiscal year for each overhead center. Show trends and budgetary data to support estimates.

(e) Other Direct Charges. List all other costs not otherwise included above (i.e., special tooling, test equipment, travel, computer, consultant, preservation, packing) and describe basis for estimate. Travel estimates shall be supported by identification of number of trips, destinations, number of people, mode of travel, number of days and transportation and per diem rates.



(f) General and Administrative Expenses (G&A). Provide a table of G&A bases, rates and expenses for each year. Identify the composition of the G&A pool by description, estimated amount and percentage of the total G&A pool beyond the current fiscal year. Show trends and budgetary data to support estimates.

(g) Facilities Capital Cost of Money (COM). If COM is claimed, provide completed Form CASB-CMF. Describe the methodology for projecting COM rates beyond the current fiscal year.

(h) Facility Cost. The offeror shall provide a complete breakdown of facility costs, and how such costs will be amortized over the life of the contract.

(i) Commercial Business. The offeror shall explain how commercial business can be used as an amortization base to offset facility costs.

(j) Cost Risk. Discuss the cost proposal from the standpoint of cost risk. Identify those program areas where there is considered to be inherent technical, schedule or other risk which may impact cost. Also, explain how such risk has been handled in preparing the cost proposals.

(k) Certificate of Current Cost and Pricing Data. The offeror shall submit a certificate of current Cost and Pricing Data (FAR 15.804-4(a)) with the cost proposal and shall update the certificate as requested by the Contracting Officer.

#### **L.11 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL - VOLUME II**

This volume of the proposal will be used to assess the offeror's technical understanding of the Library's requirements, the offeror's approach to achieving these requirements, and substantiation of the offeror's process design and performance. The offeror's approach to satisfying the requirements in Section C shall be described.

Paraphrases of the requirements, phrases such as "standard procedures will be used" or "well known techniques will be utilized", generalities of text book theories and techniques, or statements to the effect that the offeror understands or that it can or will comply with the requirements, will not constitute compliance with these requirements and may be cause for rejection of the proposal. The offeror's proposal shall be evaluated only on the basis of its content. Nothing beyond that which is written in the proposal will be assumed. Offerors are advised that to propose more than those requirements specified (for example, extra capabilities) may lead to a price which will not be competitive.

The offeror's proposal shall address all requirements in the same order in which they appear in Section C. A restatement of the requirement shall precede any discussion. For the convenience of the offeror, a copy of Section C, either on 5-1/4" or 3-1/2" diskette, formatted to WordPerfect 5.0, will be made available upon request in writing to the Contracting Officer.

The offeror shall disclose any and all pre-testing or pre-selection requirements for the proposed process(es). The offeror shall bear the cost of any required pre-testing or pre-selection. The offeror shall take for treatment and treat all books delivered by the Library to the loading dock (see Section C.4(a)), and shall provide a unit (i.e., book-by-book) inventory if handling of individual Library books is required at any time other than under Library observation (see Section C.4(d)).

#### **L.11.1 Instructions for the Demonstration Run**

Each offeror will be required to submit with their proposal the demonstration set of approximately 500 books which has been treated using the offerors' proposed process(es).

Demonstration sets will be assembled on standard Library book trucks and be available for inspection at the pre-proposal conference (See Section L.18). Within 10 days following the pre-proposal conference, randomly selected sets will be provided to the offerors for treatment. The offeror shall provide the labor to transfer the books to and from Library book trucks and Contractor-provided shipping containers; labor and equipment to load and unload the shipping containers onto and off the vehicle for transportation; and the transportation to and from the treatment facilities.

Each offeror will be required to pay a refundable deposit of \$ 3,000 for a demonstration set. Refund will be at either time of Laboratory receipt of a treated set or return of an untreated set to the Library.

An offeror selecting a demonstration set then deciding not to participate in the proposal process shall return all books to the Library declaring them unprocessed. The Library will dispose of the books.

An offeror must give notice to the Library one (1) day prior to shipment of treated books to the Laboratory. The Library will alert the Laboratory to expect delivery. Offerors shall not communicate with the Laboratory in any manner.

Offerors will receive no information from the Laboratory either while testing is in progress or following its completion. The Library will communicate with the Laboratory regarding both the timely progress of the testing and to receive interim reports of test progress.

The Laboratory will provide a written report to the Library upon completion of testing. The report will include descriptions of test methods, samples utilized, reliability and precision of data, and the experimental results obtained for each offeror.

Upon completion of the test protocol the Laboratory will return all samples (both treated books and controls) to the Library.

Treated books from each offeror will be placed in separate secure storage until the procurement process is completed. At its discretion, the Library will retain the treated demonstration set of each offeror in secure long-term storage for a minimum of five (5) years.

#### **L.11.2 Instructions for the Quality Control and Safety Plans**

The offeror shall submit a Quality Control Plan and a preliminary Safety Plan. In the plans the offeror shall describe the methods used to maintain the quality and safety of the deacidification process(es). The description shall demonstrate complete compliance with all requirements of Section C, as they apply to all operations of the physical plant through acceptance of services by the Library.

The offeror is advised that no contract will be awarded unless and until an acceptable Quality Control Plan and Safety Plan are negotiated with the Contracting Officer and that the acceptable plans will be incorporated into any contract awarded as a result of this solicitation.

#### **L.12 INSTRUCTIONS FOR PREPARATION OF THE BUSINESS MANAGEMENT PROPOSAL - VOLUME III**

This volume constitutes information which will be considered in determining the organizational and financial abilities of the Contractor.

The offeror shall set forth related corporate experience, and describe the production capabilities, personnel and corporate resources which will be used to accomplish the Library's requirements. In addition, the offeror shall include an explanation of how it intends to implement and manage the program to a successful conclusion.

The offeror shall include the following specific elements in the proposal.

(a) Management Organization. The offeror shall provide a clear management plan showing the management organization for the Library program and its relationship to the overall company organization. The plan shall show how and by whom the major tasks will be performed. The plan shall be related to the list of key personnel supplied. The proposed approach to program activities and all management controls to be exercised during program performance shall be described. The following information shall be included:

- (1) A performance schedule
- (2) A subcontract management plan (if appropriate)
- (3) A list of proposed subcontractors (if appropriate)
- (4) Organization chart of all company elements involved

(5) Plan for use of consultants, including names and other pertinent information.

(b) Financial Statement. The offeror shall furnish financial statements for the last two (2) fiscal years of business for the corporation, and for any affiliate, subsidiary or division proposed to perform work required by the Library program for which separate financial records are maintained. In the event a team/joint venture/other group of companies is proposed to accomplish the functions of a prime contractor, separate financial statements shall be provided for each such company.

(c) Company Experience. The offeror shall identify programs of a similar nature and complexity which have been undertaken and completed. A representative list of the offeror's current contracts, or those which have been completed within the past three (3) years, shall be presented. This list shall include a brief description of the programs, whether the program was completed on schedule, and the name, title, location, and phone number of the cognizant contracting officer or company official. Programs should be listed in the order of their importance and similarity to the Library program.

(d) Key Personnel. The key personnel who will be involved in the performance of this contract shall be identified by name and title, and their functions(s) under the program shall be described. Company experience in similar activities shall be described to show the competence which can be expected for this effort.

Describe previous project-related experience of proposed key personnel, length of affiliation with the offeror and the estimated amount of time (expressed as a percentage) each is expected to devote to the Library program. These key personnel shall include those persons responsible for budgeting, control, program reporting, schedule monitoring and maintenance, program management, contract administration, quality control, safety, and senior engineering. Provide a resume for each key person.

For those personnel responsible for quality control, briefly describe their experience with the various quality control aspects required. For those personnel involved with quality control of the chemical aspects of the process, discuss their knowledge of various quality standards.

(e) Production Capability. The offeror shall describe the resources and capacity of the offeror to meet the delivery schedule set forth in Section F. Describe floor space allocated (owned and leased) for the Library's program. In addition describe the production schedule, production control system to be used, and any special requirements that may be required for the Library's program.

Describe the offeror's overall production capability, current and anticipated programs and their effect on capability, and the impact of the Library's program on existing and planned capacity.

The offeror shall provide a plant site description and a list of all local, state and Federal permits that are held for the production facilities, and notice of any pending approvals for permits. Any permits that remain to be applied for shall also be listed. Name of the issuing authority shall be provided for all permits.

Address all environmental concerns.

(f) Production Plan. Include all major activities such as design, test, parts procurement, and subcontracts. Include both a narrative description and supporting milestone charts.

Describe production schedules and the production control system(s) to be used. Describe the material control system(s), as well as the specific plant locations for all activities.

List current and required personnel levels for all skilled, unskilled, engineering, administrative, and quality assurance categories. Discuss the acquisition of additional required personnel, including anticipated sources and availability of these personnel, and the program to maintain appropriate skill levels for these personnel.

#### **L.13 INSTRUCTIONS FOR PREPARATION OF ENVIRONMENTAL IMPACT STATEMENTS - VOLUME V**

Volume V shall contain a statement by the offeror in which the offeror must state what impact the use of the proposed process(es) can be expected to have on the environment within the Library buildings and on the North American Continent's environment in general. Volume V shall also contain any information the offeror has that will be useful to the Library in making an Environmental Impact Assessment and/or in conducting an Environmental Impact Study.

NOTE: All information submitted in the proposal, except that clearly marked "proprietary information", will be considered to be available for inclusion in an Environmental Impact Assessment Report and/or an Environmental Impact Study Report.

#### **L.14 EVALUATION OF PROPOSALS BY NON-GOVERNMENT PERSONNEL**

Offerors are advised that non-Government personnel will participate in the evaluation of proposals. Non-Government personnel will not be involved in review of any cost data. All personnel participating in the evaluation of proposals will comply with all Library Regulations regarding non-disclosure of proprietary information and shall be required to sign non-disclosure agreements.

The exclusive responsibility for source selection remains with the Library.

## **L.15 AUDIT EVALUATION OF PROPOSALS AND PRE-AWARD SURVEYS**

Notice is hereby given that the Contracting Officer may initiate audit as required by FAR 15.805-1 any time after receipt of cost proposals in response to this solicitation. Initiation of audit does not mean that an offeror has been selected for negotiations. If so selected, offerors will be notified by the Contracting Officer.

The Library reserves the right to conduct a pre-award survey on any offeror's and proposed subcontractors' facilities and productivity potential, or to require other evidence of technical, production, managerial, financial, and similar abilities to perform the anticipated requirements, prior to an award of this contract.

As part of the proposal evaluation process, the Evaluation Panel will visit each offeror's facilities to inspect the actual facilities used for the demonstration run, the equipment used, and documentation supporting the process. The offeror shall provide the Evaluation Panel access to staff who performed the demonstration run of the Library-provided demonstration set. Further, the Evaluation Panel will expect to witness a live-test demonstration of the deacidification process. The Evaluation Panel will conduct structured interviews.

Conduct of a pre-award survey does not mean that an offeror has been selected for award.

## **L.16 MULTIPLE PROPOSALS**

An offeror may submit multiple proposals. Each proposal must be submitted as a separate, complete package, and must contain all five volumes, and in the number of copies, as set forth in paragraph L.9.

## **L.17 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference has been scheduled to convene at 10:00 A.M. on October 15, 1990, at The Library of Congress, James Madison Memorial Building, 101 Independence Avenue, Washington D.C., 20540. Should any offeror have questions concerning any aspects of the RFP, those questions must be submitted in writing to the issuing office within twenty-one (21) calendar days after release of the RFP. The questions should identify the specific area of the RFP in which clarification is desired. All questions and answers will be made available in writing within a reasonable time after the conference. Questions will not be identified as to source. Offerors who plan to have representation at this conference are requested to furnish to the Contracting Officer the names and titles of their representatives at least seven (7) calendar days prior to the conference.

Tour of the Jefferson Building loading dock area will be included as part of the pre-proposal conference. Subsequent to the pre-proposal conference, offerors can arrange to inspect the loading dock by contacting the CO. Also, at the time of the pre-proposal conference, demonstration sets and the Universe of the Collection will be available for inspection by the prospective offerors.

## L.18 LIBRARY OF CONGRESS PATENTED PROCESS

Offerors may propose the Library's patented process (US patents 3,969,549 and 4,051,276 and Canadian patent 1,043,956), utilizing diethyl zinc (DEZ), for the mass deacidification of the Library's paper-based collections. Such use does not require the payment of either royalties or use fees. An Offerors Library containing reference and technical data on the DEZ process has been established (see Attachment J.2 for contents of the Offerors Library; and Section L.19 for access).

Moreover, offerors proposing the DEZ process will be able to utilize the facilities used to deacidify the Library's collections to also deacidify materials of other libraries. However, the right to use such facilities to deacidify materials of other libraries shall be limited to a maximum of one million books or annual aggregate capacity or facilities located in the contiguous United States and shall be further conditioned on the proviso that any use by a contractor of such facilities, other than by and on behalf of the Government of the United States and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement to which the United States is signatory, including the right to engage in research on inventions included under the Licensed Patents either alone or with one or more third parties, will require payment by the contractor to the Library of a 1% royalty, until expiration of the patents, on net sales for deacidifying such material and a use fee of 3% of such net sales on such use until December 31, 2014.

For purposes of this provision "net sales" means:

The amounts billed, invoiced or received, whichever is greater, on account of the use or practice of the DEZ process regardless of the basis used to charge for such use or practice, or, in the event the DEZ process is used by the offeror for its or their own benefit or other than in connection with a sale to an independent third party, the amount which would have been billed or invoiced to an independent third party on or about the time of such use on account of the use of the DEZ process to treat a like quantity of material; less:

(a) Customary trade, quantity or cash discounts and nonaffiliated brokers' or agents' commissions actually allowed and taken;

(b) Amounts repaid or credited by reason of rejections or returns; and/or

(c) Any freight or other transportation costs, insurance, duties, tariffs and all sales and excise taxes based directly on sales or turnover or delivery of material produced under this Agreement or on use of the Licensed Method.

If an offeror proposes the use of the DEZ process, all requirements for proposal preparation and content still must be met, and failure to state all required information will be grounds for rejection of the proposal. The Library will consider all proposed processing approaches equally, with no preference for the patented diethyl zinc process.

#### **L.19 OFFERORS LIBRARY**

A special Offerors Library containing reference and technical data on the DEZ process has been established for prospective offerors of the DEZ process. Attachment J.2 lists contents of the Offerors Library. All documents may be copied, and for the convenience of offerors, a coin operated photocopier will be available. No charge will be provided.

Access to the Offerors Library will be by appointment only between the hours of 9:30 am and 3:30 pm, Monday through Friday, excluding Federal holidays. Appointments may be made by contacting the Contracting Officer.

#### **L.20 MULTIPLE AWARDS**

Award may be made to more than one offeror if the Library deems this as advantageous to the Library. If award is made to more than one offeror, the Library will determine the minimum number of books to be treated on an annual basis by each vendor.



PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

## **M.1 GENERAL**

The award of any resultant contract(s) will be based upon a review and a comparative assessment of the offeror's proposal against the Library's evaluation factors contained in this section, along with environmental impact considerations.

The Library reserves the right to award more than one contract for these services, and may award to other than the lowest price offeror, or to other than the highest technically ranked offeror. Award(s) will be made to that offeror(s) whose proposal is judged to be most advantageous to the Library based upon an integrated assessment of the total proposal.

## **M.2 TECHNICAL EVALUATION**

Contractor selection will be based on evaluation of proposals received, with the award to be made to the offeror(s) that meet the mandatory environmental impact requirement (Factor 1) and with the combination of technical, business management and price proposal which is most advantageous to the Library. After environmental considerations, emphasis will be on selecting the most effective technical proposal(s) within the available Library resources. The Library reserves the right to determine a competitive range based on cost or price and other factors that are stated in the solicitation.

The Library also reserves the right to reject any and all proposals received and/or to request clarifications or modification of proposals.

Award(s) will be made without regard to the deacidification process employed, provided the process meets the technical requirements set forth in Section C. Offerors failing to meet the specifications and mandatory requirements set forth in Section C shall be deemed unacceptable.

## **M.3 FAR 52.217-5 EVALUATION OF OPTIONS (JUN 1988)**

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for same work and prices which are significantly overstated for other work.

## M.4 EVALUATION CRITERIA

The acceptability of the technical proposal will be evaluated with respect to four major factors listed below. The first factor represents a mandatory requirement: that is, the offer will be judged as to whether the proposal demonstrates either a satisfactory or unsatisfactory result. If it is unsatisfactory, the offeror will be rejected.

- Factor 1      Demonstration of no significant adverse toxicological or environmental effects caused by the treatment process on the treated materials, Library employees or users and production facilities employees. This is a mandatory requirement: that is, the offer will be evaluated as to whether the proposal meets or does not meet the mandatory requirement. If the proposal does not meet this mandatory requirement, the offer will be determined unacceptable.

The following Factors 2, 3, and 4, are listed in descending order of importance. Factor 2 is worth approximately 3 times the weight of Factor 3 or 4. The technical proposal is worth more than the cost proposal, and when technical proposals become relatively equal in technical merit, cost will increase in importance.

- Factor 2      Demonstration of process effectiveness through data, tests and plant demonstration, showing:  
(a) that the process deacidifies, buffers, and thereby extends the life of books and other materials;  
(b) that the process can effectively, uniformly and efficiently handle and treat the Library collection as described; and  
(c) that the process causes no more than minimal damage to books and materials treated.
- Factor 3      Demonstration of the capability to provide the production facilities shown by an acceptable plan for scaling-up a demonstration plant and/or constructing an adequate full-capacity facility with all necessary functions provided as well as an acceptable plan of operations (to include quality control, material handling, security, safety, and transportation) showing all methods proposed to meet the needs of the Library as stated in the RFP.
- Factor 4      Demonstration of business management capability shown by a sound business management plan including corporate experience, financial and organizational capabilities, and qualifications of key personnel.
- Factor 5      Cost