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

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 030ADV26R0018

6. SOLICITATION ISSUE DATE: 06-03-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Robinson, James

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME: 06-30-2026 5:00PM

9. ISSUED BY — CODE 0300

Contracts and Grants Directorate
Library of Congress

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

10. THIS ACQUISITION IS

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

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION

- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO — CODE DELIVERY

See Sections D&F
for delivery
instructions.

16. ADMINISTERED BY — CODE 9411

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

17a. CONTRACTOR/OFFEROR — CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE 9110

Submit Invoices through
NLSAdmin@loc.gov
Washington DC 20540

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Robinson, James

31c. DATE SIGNED

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2.00	YEAR	_____	_____
	Braille Mailing Containers Standard-Size Dimensions: 12(W) x 13(L) x 4(H) See Attachment J3 - Ordering Year Pricing List Contract Period: Base POP Begin: 07-21-2026 POP End: 07-21-2028				
0002		2.00	YEAR	_____	_____
	Braille Mailing Containers Large-Size Dimension: 12(W)x 19(L)x 4(H) See Attachment J3 - Ordering Year Pricing List Contract Period: Base POP Begin: 07-21-2026 POP End: 07-21-2028				
0003		1.00	JOB	_____	_____
	Schematics Development Quality Assurance Plan (QAP), Reports & Documentation (Schematic drawings not required from the incumbent contractor provided no design changes are proposed.) See Attachment J3 - Ordering Year Pricing List Contract Period: Base POP Begin: 07-21-2026 POP End: 07-21-2027				
				GRAND TOTAL	_____

B.2 LC52.216-3 CONTRACT TYPE (JUN 2016)

This is a single award, Indefinite Delivery/Indefinite Quantity (IDIQ) Firm-Fixed-Price contract. Orders will be placed on a Firm-Fixed-Price (FFP) basis. Pricing shall be all-inclusive, including shipping and all applicable overhead costs. Pricing shall be on a per-unit basis, and unit prices shall be fully burdened.

(End of Clause)

B.3 LC52.212-2 SUPPLEMENTAL LICENSE AGREEMENTS (JUL 2017)

The Library does not agree to licensing agreements or any other provisions that attempt to: (1) replace an order as the governing contract; (2) establish new or supplemental payment terms; or, (3) affect the legal relationships of the parties. Notwithstanding any clauses in this contract or order, or the contractual vehicles against which the order is placed, that establish order of precedence, the rights and obligations provided by this contract or order take precedence over the rights and obligations set forth in any licensing agreements provided to the Library.

The Library's incorporation of a licensing agreement into this contract or order excludes all terms of the licensing agreement that contravene, modify or conflict with the terms of 36 C.F.R. 701.7 available at: https://www.ecfr.gov/cgi-bin/text-idx?SID=87a865ce2bd109313a951a3d477895d8&mc=true&node=se36.3.701_17&rgn=div8.

(End of Clause)

B.4. Supplies or Services and Prices

1. Contract Minimum / Maximum

- Minimum: $25,000.00
- Maximum: $600,000.00

The Library of Congress will order the specified minimum amount under this IDIQ contract. Specific requirements will be identified in individual orders issued under this contract. During the life of this contract, the Government may order items in any quantity up to the specified maximum contract value. The cumulative value of all orders issued under this IDIQ contract shall not exceed the maximum amount specified under the IDIQ contract for the life of the contract. The Government is under no obligation to make further orders after the minimum guaranteed amount is fulfilled.

2. Ordering Years

This IDIQ contract is established with Ordering Years instead of Option Years and as such, annual exercising of contract options is not required. The Ordering Years for this Contract are as follows:

- Ordering Year I: 07/21/2026 - 07/20/2027
- Ordering Year II: 07/21/2027 - 07/20/2028

Unit prices for all deliverables shall be established by Ordering Year in Attachment J3 – Ordering Year Pricing Schedule. Order prices shall correspond with the Ordering Year prices that are active at the start of the period of performance for that order. No mixed-year pricing will be utilized. Unit prices for all units shall be fully burdened. The price for shipping and warranty must be pre-built into the unit prices.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK
BRAILLE MAILING CONTAINERS
IDIQ – FY26 NEW

C.1. BACKGROUND

The National Library Service (NLS) produces books and magazines in braille and audio formats for individuals who are unable to read standard print due to visual or other physical disabilities. Most of these books and magazines are circulated to patrons through the mail. Braille books are primarily distributed in multi-volume format to libraries and utilize braille mailing containers for shipment to individual patrons.

C.2. SCOPE OF WORK

The contractor shall furnish two types of braille mail containers in accordance with the requirements set forth in this contract. The total quantity is estimated to consist of approximately eighty percent (80%) standard-size mail containers and twenty percent (20%) large-size mail containers. The contractor shall apply all required preprinted text and/or imaging to each braille mail container as specified. Prior to full production, the contractor shall produce and submit preproduction control samples in both standard and large sizes for inspection and approval by the Library. The contractor shall perform all necessary inspection and testing of preproduction samples to ensure compliance with contract requirements before proceeding to full production. Upon receipt of written approval from the Library, the contractor shall proceed with the full production of braille mail containers. All production units shall confirm the approved samples and contract specifications.

C.3. REQUIREMENTS

C.3.1 Two (2) Types of Braille Mail Containers: Standard and Large

The contractor shall produce two types of reusable braille mailing containers that conform to the specified requirements as defined in Attachment J1-Braille Volume Mailing Container Requirement document. The images below are for general reference and show the front of the containers. The images shall feature pre-printed text, which will be provided by NLS.

Outer dimensions:

- Standard containers: 12(W) x 13(L) x 4 (H)
- Large containers: 12(W)x19(L)x4 (H).

Pre-Printed Text Image for All Braille Containers:

(FRONT VIEW)	(BACK VIEW)

The contractor shall send the containers schematic drawings in PDF format with all dimensions for NLS approval prior to sample production. This is not required for any incumbent Contractors where the Library already has the schematic drawings provided there is no design change.

All items produced under this contract shall comply with the specifications outlined in Attachment J-1, Braille Mailing Container Requirements.

All items produced under this contract shall be the sole property of the United States Government the Library of Congress.

C.3.2 Preproduction Control Samples

Before full production begins, the contractor shall furnish ten (5) reusable braille mail containers in standard size and ten (5) in large size, for a total of twenty (10) pre-production samples. The contractor shall deliver these units to NLS headquarters address listed below for NLS testing. Preproduction control samples shipped from the factory to the NLS shall be delivered FOB destination, with freight prepaid, to the following location:

ATTN: Beatriz Haspo

Library of Congress

National Library Service for the Blind and Print Disabled (NLS)

Processing and Receiving Unit (LA-G18)

101 Independence Ave., S.E.

(mail stop #4960)

Washington, D.C. 20540- 4960

Prior to mass production, the NLS shall conduct inspection and testing of the preproduction sample units using the following criteria:

C.3.2.1 NLS Testing: The NLS shall test workmanship, which shall include but not limited to, container dimensions, container material, dust protection, markings, handles, and closures, in accordance with the specifications listed in Attachment J1-Braille Volume Mailing Container Requirements. Further, the NLS shall conduct visual inspections verifying the size, shape, and capacity (standard vs. large match specs), check for defects, confirm materials meet required specifications, compression test (stacking weight tolerance), functional testing (open/close lids, locking mechanisms, clasps), accessibility check by validating proper sizing for braille volumes, verifying containers are packaged to prevent damage in transit and so forth.

C.3.2.2 All containers' units shall be inspected to ensure they are free of frayed edges, corners, and have minimal protuberances.

C.3.2.3 NLS Right to Test: The NLS reserves the right to test, inspect and reject nonconforming supplies. Approval of these braille mail container units, upon review by the NLS's Contracting Officer Representative (COR) shall constitute authorization for the contractor to begin full production of the total order quantity.

C.2.3.4 Rejection of Samples: If the production control samples are rejected for any reason, the contractor shall have thirty (30) days to correct the deficiencies and submit ten (5) new samples for each size (standard and large) for approval. The contractor shall not commence full production until written approval is received from NLS.

C.3.2.5 Inspection Reports: The contractor's inspection reports shall accompany the samples sent to the NLS headquarters. The inspection report shall be submitted within 48 hours after shipment of the production control samples and shall include a checklist or table identifying each item tested, along with the test status (e.g., approved or failed) for each requirement listed in Attachment J1-Braille Volume Mailing Container Requirements.

C.3.2.6 Sample Inspections: The contractor shall complete its standard inspection of all preproduction sample units for compliance with Attachment J1-Braille Volume Mailing Container Requirements prior to commencing mass production. The contractor shall maintain

complete inspection records and make them available to the Government for review. Complete inspection records of all examinations and tests shall be maintained and made available to the NLS as specified in this contract. The Library reserves the right to perform any of the inspections, whenever such inspections are deemed necessary to ensure that the supplies and services meet the prescribed requirements.

C.3.2.7 Article Testing: The contractor shall be responsible for all article testing related to the braille mail containers as specified in this contract. The contractor shall submit the article testing reports after testing and these reports shall be accompanied with the preproduction samples units sent to the NLS.

The Library of Congress reserves the right to perform any of the inspections set forth in the Braille Volume Mailing Container Requirements (Attachment J1) where such inspections are deemed necessary to ensure that supplies and services conform to the prescribed requirements.

C.3.2.8. Testing Defects: Within 30 days after the Government receives the testing report, the COR shall notify the contractor, in writing of the conditional approval, approval, or disapproval of the article units. The notice of approval cite the reasons for disapproval and request for additional tests, for which the contractor shall make any necessary changes, modifications, or repairs to the sample articles or selected articles for testing. All costs related to these tests are to be borne by the contractor, including any and all costs for additional tests following a disapproval. The contractor shall be given 30 days to correct or repair any defects and resubmit the items for approval. If a significant defects or faults are identified in any production unit and are attributable to inadequate production control or inspection, the contractor shall implement the necessary corrective action at no additional cost. The contractor shall retain all testing and inspection reports for a period of eighteen (18) months following shipment of the final items.

C.3.3 Full Production

C.3.3 Upon written approval and acceptance by the NLS of the preproduction test articles, the contractor shall deliver the balance of the delivery order. The contractor shall randomly sample units for quality in accordance with the applicable ANSI/ASQ Z-1.4 standard (https://asq.org/quality-resources/z14-z19?srsltid=AfmBOopI42_vNcLwSqp4FxTyZOuc7kJBIVZE4Z1cZkDPL_gwZ6E-nuni) at the Acceptable Quality Level (AQL) standard 0.65 level II and submit the inspection report to the NLS. The inspection report shall include a checklist or table identifying each item tested and the test status (e.g., approved or failed) for each aspect of the container, in accordance with Attachment J1-Braille Volume Mailing Container Requirements.

If defective items are identified by the NLS, the contractor shall replace them at no cost to NLS within the warranty period. The production lot shall be split among three storage facilities: the NLS headquarters, Multi-State Center East

(MSCE), and Multi-State Center West. The quantities to be shipped to each location shall be provided by the NLS prior to final distribution of the lot. Reusable braille mailing containers shall be shipped directly from the contractor's facility for acceptance and approval by the NLS and shall be sent FOB destination to one of the following addresses listed below.

ATTN: Beatriz Haspo
Library of Congress
National Library Service for the Blind and Print Disabled
Processing and Receiving Unit (LA-G18)
101 Independence Ave., S.E. (mail stop #4960)
Washington, D.C. 20540-4960

ATTN: To be provided at award
Multi-State Center West
250 N 1950 W, Suite D
Salt Lake City Ut 84116-7904
Telephone: 801-715-6783
Email address: To be provided at award

ATTN: To be provided at award
Multi-State Center East
4260 Port Union Road Suite 100
Fairfield, OH 45011
Telephone: (513) 771-1127
Email address: To be provided at award

C.3.4 Markings and Packaging

Each reusable braille mailing container shall be marked and packaged in accordance with the requirements of Attachment J1-Braille Volume Mailing Container Requirements. Boxes shall be properly packaged and secured to prevent damage to the materials. Boxes shall be stacked with the heaviest boxes on the bottom, with no boxes overhanging the edges of the shipping pallets. The boxes shall be shrink-wrapped with multiple layers to secure them tightly to the pallet; the shrink wrap shall extend around and through the pallet so that the boxes and pallet can be moved as a single unit during shipping.

Fully packaged pallets containing the boxes of braille mail containers shall not exceed 60 inches (5 feet) in total height to ensure the pallet is not overloaded and that forklift operators can safely handle the shipment with standard clearance. Shipments that are improperly stacked or found to be unsafe unloading conditions upon receipt by the NLS or a Multistate Center shall be returned to the vendor for repacking and re-delivery at the contractor's expense.

The contractor shall be responsible for any shipping damage resulting from improper packing. The contractor shall incorporate good assembly workmanship practices and quantity control procedures that ensure the shipping boxes containing the braille mailing containers protect the contents from damage during transportation.

C.3.5 Acceptance Testing

The NLS reserves the right to perform on-site inspections at any time during any manufacturing process or test associated with the product described herein. The NLS representative shall have the authority to randomly select samples at any time for testing against the specified requirements. Every new batch produced shall be subject to testing to ensure compliance with all specified requirements.

C.3.6 Quality Control

The Quality Assurance Plan (see Section C.4.2) shall apply to every new batch subjected to testing

C.3.7 Engineering Test Control

The contractor shall utilize a recognized engineering change control process. Approved reusable braille mailing containers that are part of the pre-production articles shall be placed under engineering change control. Any changes to the product, whether prior to, during, or after the production, shall be proposed through an Engineering Change Request (ECR) and submitted to the NLS as soon as change is identified.

The ECR shall include a detailed description of the proposed change, an analysis of the impact of the change, and the testing required to validate the change. All changes identified in the ECR must be approved by the Contracting Officer. Depending on the severity of the change and at the NLS's discretion, validation may require inspection of prototype samples by the NLS. All costs associated with producing and shipping any additional samples shall be borne by the contractor.

C.3.8 Warranty

The contractor warrants that each reusable braille mailing container shall be free from defects in workmanship and construction for a period of 12 calendar months from acceptance by the NLS. Implied warranties of merchantability and fitness for a particular purpose are as set forth in FAR 52.212-4(o) Warranty, the Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Reusable braille mailing containers found to be defective within the warranty period shall, at the NLS's option, be shipped and postage paid for by the NLS to the contractor's facilities within the United States.

The contractor shall repair and/or replace the defective containers and ship them back to the NLS. All warranty repairs and/or replacements shall be completed within 60 calendar days. Containers repaired or

returned under warranty shall include all required packaging, instructions, materials, labels, and related items. All warranty repairs and/or replacements shall be further warranted for an additional one-year period from the date of acceptance by the NLS following repair or replacement.

C.3.9 Kickoff Meeting

The contractor shall attend the kickoff meeting within 7 business days after the award of this contract. A post-award conference (kickoff meeting) will be held between the contractor and the Library, during which expectations, delivery procedures, all other aspects of performance under this contract shall be discussed.

C.3.10 Status Meeting

The Contractor shall be available to meet via teleconference with the contracting officer and/or the contracting officer representative once per week during the first month of the contract. Thereafter, meetings shall be held as often as necessary, as determined by the contracting officer or COR. Upon request, the contractor shall itself available for a status meeting with the Library within 48 hours. The Library also reserves the right to inspect the contractor's or manufacturer's facilities within 48 hours of notice.

C.3.11 Workflow Overview

All reusable braille mailing containers shall meet the specifications identified in Attachment J1-Braille Mailing Container Requirements. The following section documents the overall workflow process:

1. Prior to mass production, the contractor shall submit container schematic drawings in PDF format, including all dimensions, for NLS approval.

2. Any changes proposed by the contractor during production shall require submission of 5 new samples incorporating the proposed changes and shall be approved by the NLS.

3. Prior to mass production, the contractor shall ship 5 production samples of each size (standard and large) to the NLS for approval. Sample shall be submitted within 45 days from start of period of performance, or sooner.

4. Prior to mass production, the NLS shall test the production lot samples.

5. Written approval of these units by the NLS representative shall constitute authorization to begin

full production of the total order quantity.

6. If production control samples are rejected for any reason, the contractor shall have 30 calendar days to correct the deficiencies and submit 5 new samples for approval. The contractor shall not commence full production until written approval is received from the NLS.
7. Upon approval of the samples, the contractor shall produce the reusable braille mailing containers of each size (standard and large) and deliver them to one of the three designated delivery locations within the 12-months period of performance. Smaller lot of deliveries throughout the 12-month period may be determined by the COR; however, the full production quantity shall be delivered by the end of the period of performance.
8. Reusable braille mailing containers shall be labeled, palletized, and banded or shrink-wrapped for shipment.

9. Boxes shall be properly packaged and secured to prevent damage to the materials. The contractor shall be responsible for any shipping damage resulting from improper packing or delivery to the designated shipping locations.

C.4. CONTRACT PERFORMANCE

C.4.1 Schedule of Events/Deliverables

Requirements Reference	Description of event/deliverable	Due Date
C.3.1	Schematic drawings in PDF	Due within thirty (30) calendar days after award. This is not required for incumbent contractors provided there is no design change.
C.3.2	Production Control Samples	Due within forty-five (45) calendar days from start of each order's period of performance.
C.3.2.4	Rejected Control Samples	Shall be corrected and resubmitted for testing within thirty (30) calendar days of notification of the deficiency.
C.3.2.5	Contractor's Inspection Reports	Shall be submitted within forty-eight (48) hours after shipping the production control samples.
C.3.3	Full Production Lots – Shipments to be sent to NLS HQ, Multistate Center East, or Multistate Center West, as determined by the COR	All productions lots shall be fully manufactured, delivered and accepted by the Library within the twelve (12) month period of performance. Delivery schedules and production lot quantities throughout the period of performance period shall be determined by the Library and the contractor.

C.3.7	Engineering Change Request (ECR)	Shall be submitted as soon as changes are identified and prior to continuing production.
C.3.8	Twelve (12) Month Warranty	Shall go into effect upon final NLS acceptance of the items and shall remain in effect for a period of twelve (12) months.
C.3.9	Kickoff Meeting	Due within seven (7) calendar days after award
C.3.10	Status Meeting	Due within forty-eight (48) hours after a request from the Library
C.4.2	Quality Assurance Plan (QAP)	Draft Version: Due at the time of quote submission. Final Version: Within thirty (30) calendar days from start of the period of performance.

C.4.2 Quality Assurance Plan

The contractor shall develop and maintain an ISO 9001-certified Quality Assurance Plan (QAP) to ensure the production of goods in accordance with this contract. The contractor shall establish and implement procedures to identify, prevent, and eliminate the recurrence of defective products. The QAP shall be delivered as part of the first production articles.

Following acceptance of the QAP, the contractor shall obtain written acceptance from the contracting officer for any proposed changes to the QAP. The contractor is required to provide written documentation demonstrating that its quality control methods verify all aspects of Attachment J1-Braille Volume Mailing Container Requirements. This documentation shall be submitted to the NLS/BPH Quality Assurance Section and the COR at the start of the order as part of the contractor's QAP.

The contractor shall also develop a corrective action plan in response to any failures or defects reported by the NLS. The corrective action plan shall document the cause of the failure or defect and the actions taken to correct it and prevent recurrence. The corrective action plan shall be submitted within two weeks of any reported failure or defect. The NLS reserves the right to approve or reject the corrective action plan within 15 business days of receipt.

C.5 LIBRARY OWNERSHIP

All items developed under this contract, including schematics, braille mailing containers, and any other materials created, shall become the sole property of the Library of Congress. All title and ownership rights shall be transferred to the Government.

SECTION D - PACKAGING AND MARKING

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

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

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

b. Description of information/data being submitted

c. Contract Number

d. Contractor Name and Address

(End of Clause)

D.2 LC52.211-2 DELIVERIES TO THE LIBRARY OF CONGRESS, CAPITOL HILL CAMPUS (JUN 2021)

(a) SAFETY. Trucks making deliveries to the Library of Congress must meet the following minimum clearances: 13 ft high, 9 ft wide and 20 ft long. Contractor vehicles exceeding that limitation shall not be permitted access to the Loading Dock area. The Contractor shall ensure that ceiling; doors or walls are not disturbed or damaged. The Contractor shall be held responsible for all costs of repairs to ceiling, doors, etc. and any secondary damage resulting from that damage. The maximum ceiling height inside the loading dock is 14'-8".

(b) SECURITY. The contractor must adhere to all Library of Congress and U.S. Capitol Police physical security protocols and offsite screening procedures. These requirements may change during the course of the contract and it is the responsibility of the contractor to stay in compliance with current regulations. The most current procedures for accessing only the Madison Loading Dock are as follows:

(c) SCREENING PROCESS FOR ALL VEHICLES COMING TO LIBRARY OF CONGRESS LOADING DOCKS & JEFFERSON EAST PARKING LOT FREIGHT ELEVATOR

Process includes all trucks, cars and vans coming to the LC Capitol Hill campus. All contractors are now required to notify the Off-Site Delivery Center (OSDC) no later than 24 HOURS PRIOR TO ARRIVAL (48-72 hours if possible)

Contractors are required to have a letter on file with the U.S. Capitol Police. The letter must be on company letterhead accompanied by signature of the owner, president or manager and sent directly to the OSDC email: OSDCAdmin@USCP.GOV and the COR. The letter shall be protected with a password, and the password shall be sent separately. Requests for access must be renewed every year and should contain the following information:

1. Company Name,
2. Drivers/Employee Names requiring access,
3. Social Security Number for each Driver/Employee,
4. Date of Birth for each Drive Employee,
5. Driver License Number,
6. Vehicle make, model, tag number,
7. Building(s) to be accessed,
8. COR's name and phone number,

9. Contract number

All deliveries must include a Bill of Lading and designate a Library Point of Contact (POC) name and telephone number for deliveries. If making more than one delivery on the Hill, make the Library of Congress your last stop. If you do not, you will have to go through the screening process again after leaving the Library.

Vehicles leaving the Library are not resealed.

(d) DELIVERIES BEFORE 3:00 P.M. – OFF-SITE DELIVERY CENTER (OSDC)

The OSDC is open Mon-Fri. 4:30 a.m. to 3:00 p.m. at 4700 Shepherd Parkway S.W. for screening by the U.S. Capitol Police. Once cleared, proceed to D Street and Delaware Avenue S.W. (open Mon-Fri.4:45 am – 3:00 pm) to gain access to Capitol Hill. The OSDC phone number is (202)224-0202.

When a vehicle enters the OSDC:

1. Drivers information is checked.
2. Truck unloaded and material X-rayed and screened.
3. Material is replaced and the vehicle is sealed.
4. Vehicle proceeds to Delaware Avenue, seal is verified, and truck is cleared to first destination.
5. If multiple deliveries on the Hill the vehicle will be resealed upon departure from each delivery location – except the Library of Congress.
6. Vehicle arrives at the Library of Congress. The seal is verified and removed by the police.

(e) DELIVERIE S AFTER 3:00 P.M. Weekdays or Saturday – ALL DELIVERIES / WITH COORDINATION WITH USCP LIBRARY DIVISION (Exception basis for same day delivery only)

Provide all information as above and copy the Library Division at police_support@loc.gov (underscore between police and support) and a fax to (202) 707-1030 and include the estimated arrival time. The inspection location is the 600 block of New Jersey Ave. S.E., and C St NW near the power plant. Call the Library Division at (202) 707-1000 who will arrange for the vehicle to be swept. The vehicle will then be escorted to the Library. All containers have a designated placement location and the Contractor shall not leave any container in any area except those identified in this contract. This expressly designates Independence Avenue, C Street, 1st, 2nd, 3rd Streets and East Capitol Street, SE as areas off limits for staging of containers. All delivery vehicles shall have clearly identified company signage. Driver and all onsite staff shall wear distinguishable company uniform and/or company ID. The Contractor shall not travel beyond the dock area of the Madison Loading Dock. The Contractor shall comply with the Library security procedures. Contractor will be briefed by the COR on Library's security procedures currently in effect. The security procedures vary periodically.

(End of Clause)

D.3 LC52.231-1 PAYMENT OF POSTAGE FEES (MAY 2015)

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

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE
Inspection and acceptance under this contract will be in accordance with paragraph (a) Inspection and Acceptance of FAR 52.212-4 Contract Terms and Conditions – Commercial Items (Nov 2023) and 52.246-2, Inspection of Supplies-Fixed-Price (Aug 1996).

E.2 CONTRACTOR RESPONSIBILITY
The contractor is responsible for carrying out its obligations under the contract by- (1) controlling the quality of supplies or services; (2) Tendering to the Government for acceptance only those supplies or services that conform to contract requirements; (3) Ensuring that vendors or suppliers of raw materials, parts, components, subassemblies, etc., have an acceptable quality control system; and (4) Maintaining substantiating evidence, when required by the contract, that the supplies or services conform to contract quality requirements, and furnishing such information to the Government as required.

The contractor shall be responsible for the inspection and testing of all units furnished under this contract. All units shall comply with the requirements set forth in Attachment J1, Braille Volume Mailing Container Requirements Version 0.1.2. The contractor shall be responsible for all testing associated with in-process manufacturing, inspections, and quality control, including testing stock items procured and incorporated as complete components unless otherwise specified in the contract or purchase order. The contractor may use its own inspection system or other inspection facilities and services, subject to acceptance by the Library. Complete and accurate records of all inspection and tests shall be maintained and made available to the Library as required under this contract. The Library reserves the right to perform any of the inspections specified in Attachment J1, when necessary, to ensure that supplies and services conform to the contract requirements.

E.3 CONTRACTOR'S QUALITY ASSURANCE PLAN
The contractor shall be required to provide and maintain an inspection system Quality Assurance Plan (QAP) for the control of quality that is acceptable to the Government. With respect to the contractor's Quality Assurance Plan, the contractor shall provide written documentation demonstrating that its quality control system verifies compliance with all requirements specified in Section C and Attachment J1. The contractor shall submit this documentation to the Library's COR at the beginning of each new order, and/or at any time upon request by the Library.

E.4 LOT INSPECTION
The Government shall rely on the contractor to accomplish all inspection and testing needed to ensure that supplies or services acquired conform to contract quality requirements before they are tendered to the Government. With respect to lot inspections, the contractor shall inspect each unit of the first production lot (Up to 200 units) for compliance with the requirements in Attachment J1.

E.5 INSPECTION SYSTEM
Under the inspection system, the contractor shall maintain an inspection program, including appropriate inspection forms and reports, subject to approval by the Library. Any defects or failures to meet contract requirements shall be reported to the contractor. The contractor shall correct or repair any identified defects within thirty (30) calendar days and resubmit the items for approval. All costs associated with producing and shipping replacement units shall be borne by the contractor. If significant defects or failures are identified in production units and are attributable to inadequate

production control or inspection, the contractor shall implement the necessary corrective actions at no additional cost to the Library.

The contractor is required to keep complete and make available to the Government records of its inspection work. The contractor shall retail all inspection records for a period of eighteen (18) months following shipment of the final production units.

E.6 NLS INSPECTION

If the contracting officer determines that the Government has a need to test the supplies or services in advance of their tender for acceptance, upon the contractor's internal work processes. The contractor shall give the Government the right to make inspections and test while work is in process. The Library reserves the right to perform on-site inspections at any time of any process or test conducted during the manufacturing of the product described herein. The COR shall have the authority to select samples at random, at any time, for testing to verify compliance with specified requirements. The Library further reserves the right to reject any production lot that fails to meet the 0.65% AQL standard.

E.7 PERFORMANCE EVALUATION MEETINGS

The contractor’s project manager shall be required to participate in teleconferences with the Contracting Officer (CO) and Contracting Officer Representative (COR) at least weekly during the first month of the contract, and thereafter as frequently as necessary, as determined by the COR. Additional meetings may be required when a contractor discrepancy report is issued. The Library reserves the right to visit the contractor’s facility to conduct performance evaluations.

SECTION F - DELIVERIES OR PERFORMANCE

FAR Number	Title	Date
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

With respect to deliveries, preproduction samples and production lots shall be distributed among three storage facilities; the Library's headquarters (HQ), the Multi-State Center East (MSCE), the Multi-State Center West (MSCW). The quantities to be shipped to each location will be provided by the Library prior to final distribution of the lots.

Reuseable braille mailing containers shall be shipped directly from the contractor's factory to the Library for acceptance and approval. All shipments shall be FOB destination and delivered to one of the addresses listed below, as directed by the Library.

Library of Congress (NLS HQ)
ATTN: To be provided at Award
National Library Service for the Blind and Print Disabled
Processing and Receiving Unit (LA-G18)
101 Independence Ave., S.E. (mail stop #4960)
Washington, D.C. 20540-4960
Email: To be provided at Award

Multistate Center West
ATTN: To be provided at Award
250 N 1950 W, Suite D
Salt Lake City Ut 84116-7904
Telephone: 801-715-6783
Email address: To be provided at Award

Multistate Center East
ATTN: To be provided at Award
4260 Port Union Road Suite 100
Fairfield, OH 45011
Telephone: (513) 771-1127
Email address: To be provided at Award

SECTION G - CONTRACT ADMINISTRATION DATA

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

This contract will be administered by:

Library Contracting Officer: Robinson, James
Address: Contracts & Grants Directorate
Library of Congress
LA 325
Washington DC 20540-9411
Phone:
Email: jarobinson@loc.gov

Library Contract Specialist: Kinlay, Brenda
Address: Contracts & Grants Directorate
Library of Congress
LA 325
Washington DC 20540-9411
Phone: (202) 707-9354
Email: bkinlay@loc.gov

Library Contracting Officer Representative: Provided at time of Award
Phone: Provided at time of Award
Email: Provided at time of Award

Contractor Contract Administrator: Provided at time of Award
Phone: Provided at time of Award
Email: Provided at time of Award

G.2 LC52.232-1A LIBRARY OF CONGRESS INVOICE INSTRUCTIONS (OCT 2016)

The Contractor must prepare and submit invoices electronically to: NLSAdmin@loc.gov with a copy sent to the COR. The Contractor may submit payment requests using other than electronic means only when alternate procedures are authorized by the contracting officer in writing.

(End of Clause)

G.3 LC52.232-2 SCHEDULE OF PAYMENTS (JUN 2015)

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

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LC52.201-1 CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (JAN 2016)

(a) Performance of work under this contract is subject to the technical direction of the COR. The term “technical direction” includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the contract are accomplished satisfactorily.

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

(1) Constitutes additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the “Changes” clause of this contract;

(3) Causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

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

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

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

(End of Clause)

H.2 LC52.203-1 CONTRACTOR PUBLICITY (OCT 2013)

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

(End of Clause)

H.3 LC52.237-1 KEY PERSONNEL (AUG 2014)

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

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

Position/Labor Category	Name
Contractor's Designated Representative	

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

(End of Clause)

FAR Number	Title	Date
52.203-3	GRATUITIES	APR 1984
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2023
52.233-1	DISPUTES	MAY 2014
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED-PRICE	AUG 2018
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

[X] (4) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

[] (5) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

[] (6) [Reserved]

[] (7) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[] (8) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[X] (9) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

[] (10) 52.204–28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

[] (11)(i) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

[] (ii) Alternate I (DEC 2023) of 52.204–30.

[X] (12) 52.209–6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

[X] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[] (14) [Reserved]

[] (15) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

[] (16) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (17) [Reserved]

[] (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-6.

[] (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-7.

[] (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

[] (21)(i) 52.219–9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[] (iii) Alternate II (NOV 2016) of 52.219-9.

[] (iv) Alternate III (JAN 2025) of 52.219–9.

[] (v) Alternate IV (JAN 2025) of 52.219–9.

[] (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[] (ii) Alternate I (MAR 2020) of 52.219-13.

[] (23) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

[] (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[] (25) 52.219–27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

[] (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

[] (ii) Alternate I (MAR 2020) of 52.219–28.

[] (27) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

[] (28) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

[] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[] (30) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

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

[X] (32) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

[X] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (34)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (35)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (36)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[] (ii) Alternate I (JUL 2014) of 52.222-36.

[X] (37) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (39)(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

[] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (44) 52.223-20, Aerosols. (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (45) 52.223-21, Foams (MAY 2024). (42 U.S.C. 7671, *et seq*.).

[] (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671I).

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

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

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

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

[] (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[] (ii) Alternate I [Reserved].

[] (iii) Alternate II (JAN 2025) of 52.225-3.

[] (iv) Alternate III (FEB 2024) of 52.225-3.

[] (v) Alternate IV (OCT 2022) of 52.225-3.

[] (50) 52.225–5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

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

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

[X] (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

[] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

[] (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

[] (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

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

(ii) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115–91).

(v) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(vi) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219–8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi)(A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

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

(xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.

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

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

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

(End of Clause)

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

FAR 52.212-4, Contract Terms and Conditions – Commercial Items. The clause is modified as follows:

(1) The Library will apply FAR 52.243-1 (Changes – Fixed Price) to any changes under this contract instead of section (c).

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

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

(End of Clause)

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

FAR 52.212-5, The clause is modified as follows:

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

(End of Clause)

I.5 LC52.216-1 ORDER PLACEMENT – SINGLE AWARD INDEFINITE DELIVERY, INDEFINITE QUANTITY (FEB 2016)

Orders will be issued by the contracting officer via e-mail. While the Library reserves the right to unilaterally issue orders for work identified in this contract, the Library will generally solicit proposals and issue orders bi-laterally, in which case the signature of the contractor and the contracting officer are necessary for full execution of each order. All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

The contractor shall not accept orders which exceed the “not-to-exceed” amount of the contract or which are placed after the end of the contract ordering period.

(End of Provision)

I.6 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 07/21/2026 through 07/20/2028.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

I.7 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $25,000.00, the Government is not obligated to 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 $600,000.00;

(2) Any order for a combination of items in excess of $600,000.00; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(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) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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.

(End of Clause)

I.8 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during

the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12/20/2028.

(End of Clause)

I.9 52.246-2 INSPECTION OF SUPPLIES—FIXED-PRICE (AUG 1996)

(a) *Definition*. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects

or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of Clause)

I.10 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUNE 2003)

(a) *Definitions*. As used in this clause—

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for Twelve (12) Months.—

(i) All supplies furnished under this contract will be free from defects in or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 calendar days..

(2) Within a reasonable time after the notice, the Contracting Officer may either—

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer—

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor—

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

I.11 52.247-22 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)

Except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall assume full liability for any and all goods lost and/or damaged in the movement covered by this contract.

(End of Clause)

I.12 LC52.232-25 PROMPT PAYMENT (DEV) (JUL 2013)

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

(1) The following new paragraph (iv) is added to the conditions for paying interest penalty payments in section (a)(4): “(a)(4)(iv) The contract or purchase order contained a provision that expressly required the Library of Congress to pay an interest penalty.”

(2) The reference in section (a)(5)(ii) to the Disputes clause at FAR 52.233-1 refers to the clause as modified by the Library.

(3) Section (a)(6) is replaced with the following: "Interest penalty payments shall be handled in accordance with the Prompt Payment clause at FAR 52.232-25 as modified by the Library."

(4) Section (b) relating to Contract Financing Payment is deleted.

(End of Clause)

I.13 LC52.233-1 52.233-1 (DEV) DISPUTES (MAY 2014)

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

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

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

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

SECTION J

Ref	Description	Date	Pages/Tabs
J-1	Braille Volume Mailing Container Requirements	01/06/2026	2 Pages
J-2	Past Performance Questionnaire	04/20/2026	3 Pages
J-3	Ordering Year Pricing Schedule	05/04/2026	1 Excel Tab

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(5) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) *WOSB join venture eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

Note to Paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

_____

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*

_____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Supplies.’’

(2) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content

		(yes/no)

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. _____

[*List as necessary*]

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

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

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms ''Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,'' ''commercially available off-the-shelf (COTS) item,'' ''critical component,'' ''domestic end product,'' ''end product,'' ''foreign end product,'' ''Free Trade Agreement country,'' ''Free Trade Agreement country end product,'' ''Israeli end product,'' and ''United States'' are defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act.''

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

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

Line item No.	Country of origin

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act.'' The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ''no''.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[*List as necessary*]

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

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

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

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225–3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms ''Korean end product'', ''commercially available off-the shelf (COTS) item,'' ''critical component,'' ''domestic end product,'' ''end product,'' ''foreign end product,'' ''Free Trade Agreement country,'' ''Free Trade Agreement country end product,'' ''Israeli end product,'' and ''United States'' are defined in the clause of this solicitation entitled ''Buy American— Free Trade Agreements—Israeli Trade Act.''

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act'':

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

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

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that—

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

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

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

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

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(*Do not use a "doing business as" name*)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

SECTION L – WHAT THE PROPOSALS NEED TO CONTAIN

L.1. General Instructions to Businesses
This section discusses general offer submission instructions, offer requirements, and information regarding the formatting of offers.

L.2. Offer Submission/Delivery Instructions
Businesses shall submit their offers to James Robinson, Contracting Officer, at jarobinson@loc.gov and Brenda Kinlay, Contracting Specialist, at bkinlay@loc.gov. Offers are due no later than the date and time shown in Box 8 on the first page of this solicitation. Businesses may submit zipped files. The email containing your offer must have the RFQ number in the subject line (030ADV26R0018). The total maximum file size of all attached files cannot exceed 20MB due to restrictions on the LOC's email system. If needed, businesses may submit multiple emails and ensure they are clearly identified. Offers must include the solicitation number, business name, mailing address, telephone number, and SAM UEI number.

L.3. Questions
Businesses shall submit their questions regarding this work to James Robinson, Contracting Officer, at jarobinson@loc.gov and Brenda Kinlay, Contracting Specialist, at bkinlay@loc.gov. Questions are due no later than 06/12/2026 by 5:00 PM, Eastern Time. It is the Library's intention to award without engaging in discussions/clarifications, if possible (though not guaranteed), so questions regarding all aspects are highly encouraged. All questions and answers shall be provided to all potential businesses, but it shall not be revealed which business asked which questions. The Library reserves the right to ignore questions received after this due date. The Library also reserves the right to not answer all questions if need be. However, it also reserves the right to answer pressing and pertinent questions received after this date.

L.4. Offer Contents:
Any submitted offers must contain the following separate volumes, in the stated order, as indicated:

Volume 1). Pre-Award Samples (No page limitations)
The offeror shall submit five (5) reusable braille mail containers in standard size and five (5) in large size, for a total of ten (10) preproduction samples that conform to the requirements set forth in Attachment J-1 - Braille Volume Mailing Container Requirements.

Pre-award samples shall be sent to:

Library of Congress
National Library Service for the Blind and Print Disabled
Attn: Beatriz Haspo
Processing and Receiving Unit (LA-G18)

101 Independence Ave., S.E. (mail stop #4960)
Washington, D.C. 20540-4960

Pay special attention to the deliverables clause LC52.211-2 DELIVERIES TO THE LIBRARY OF CONGRESS, CAPITOL HILL CAMPUS (JUN 2021). Deliveries to the Library on Capitol Hill campus must meet minimum truck clearances and comply with all physical security protocols, as this clause contains detailed and complex requirements.

All samples must be received by the Library no later than two (2) weeks after the closing date of this solicitation, by 5:00PM Eastern Time. Samples will not be returned to the offerors once received.

Testing is destructive in nature and may physically damage, alter, or destroy the sample units during inspection and testing so the samples shall be rendered unusable after testing. Because testing is "destructive in nature," the contractor shall assume the samples will not be reusable. No Contractors will be compensated for the production of these samples.

Volume 2). Technical Approach and Quality Assurance Plan (Limited to 15 pages)
The Offeror shall produce and deliver a Technical Approach volume which, at a minimum, describes the information regarding specifications and material of their proposed items that conform to the item's requirements, information regarding their production capacity, project schedule/timeline, the specific details as to how the Contractor's warranty program shall work, and any assumptions for fulfilling the requirements outlined in the Statement of Work. The narrative must thoroughly demonstrate that the Offeror understands the requirement and can provide the capacity to furnish two (2) types of braille mail containers (standard-size & large-size) in accordance with the requirements set forth in this contract. The contractor shall apply all required preprinted text and/or imaging to each braille mail container as specified in Section C.

In addition, the Contractor shall also submit a draft Quality Assurance Plan (QAP) that conforms to Section C, of the Statement of Work. The QAP shall be in a narrative format to ensure that the braille mail containers consistently meet contract requirements, before, during, and after production. The QAP shall cover process control, testing, documentation, and corrective actions so defects are prevented, detected, and fixed. The QAP shall include procedures for inspection, testing, sampling, documentation, and corrective actions. The offeror shall provide the QAP to the Library for review and shall implement all quality controls necessary to ensure consistent production of compliant units. Under the QAP, the offeror shall demonstrate how the plan will address quality assurance activities applicable to preproduction, production and post-delivery. The QAP may be enhanced with charts, tables, graphs, or other documents if necessary for conveying the QAP the offeror proposes.

Volume 3). Past Performance (No page limitations)
Offerors shall use *Attachment J2 – Past Performance Questionnaire* to provide detailed references for a maximum of three (3) relevant current and/or completed contracts (Government [federal or state] or commercial) performed within three (3) years prior to the solicitation release date that are relevant to this procurement. References may be for the prime or subcontractor; however, at least one (2) references shall concern the relevant past performance of the prime. The information must be clear as to whether the work was done by the offeror as a prime contractor or as a subcontractor, or by a subcontractor working for the offeror.

The questionnaire shall be completed and emailed by the agency or company which contracted with the offeror to the Contract Specialist with a Cc to the Contracting Officer before the close of the solicitation. Past-

performance questionnaires received directly from the offeror may not be accepted. As the Library receives the completed questionnaires, the Library shall compile them into Volume 2.

Volume 4). Pricing Quote
Offerors shall fill out Attachment J3 – Pricing Schedule. Offerors shall submit pricing for all ordering periods.

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

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

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

SECTION M – HOW WE SHALL EVALUATE THE PROPOSALS

M.1. Competition Type
This is a competitive solicitation falling under the authority of FAR 13.5. The Library anticipates the award of a single contract resulting from this solicitation to the responsible offeror(s) that provide(s) the best value to the Library. A Best Value, Trade-Off analysis approach will be performed through an integrated assessment of price and non-price factors. Under no circumstances shall proposal preparation costs be reimbursed, even in the event of a total cancellation of this solicitation. This includes any submitted samples sent to the Library. The Government will further evaluate using Adjectival ratings to determine whether it presents a feasible, well-defined, and low-risk solution for the braille mailing containers. The Library intends to award one (1) single-award IDIQ as a result of this solicitation.

M.2. Evaluation Factors
For this competition, the 'best value' will be determined through the evaluation of the following factors:

Volume 1: Pre-Award Samples
Volume 2: Technical Approach
Volume 3: Past Performance
Volume 4: Price

In accordance with FAR 13.106-1(a)(2)(iii), the Library is not required to state the relative importance assigned to each evaluation factor and subfactor.

Offerors are advised that the Library may evaluate proposals and award a contract without discussions; therefore, the offeror's initial proposal should contain the offeror's best terms and conditions. The Library also reserves the right to conduct discussions if the contracting officer determines them to be necessary.

M.3. Pre-Award Samples
The Library will evaluate the offeror's samples based on conformity with the specifications and requirements identified in Section C, including Attachment J-1. NLS may test the samples in accordance with the same tests outlined in the Statement of Work for production control sample. Offerors that provide superior samples may be evaluated more favorably. Items other than those being solicited for shall not be considered. If it is confusing or not possible to tell who sent the samples, or what samples belong to which companies, those samples might not be evaluated. Each sample shall be clearly identified and accompanied by supporting documentation. Samples will be evaluated for compliance, workmanship, durability, and functional performance. Failure to submit compliant or properly identified samples may result in the offer being deemed unacceptable.

i. Offerors shall submit ten (10) preproduction samples, five (5) standard size and five (5) large size braille mailing containers. Samples must fully represent proposed production units.
ii. Samples shall include all required features, including materials, construction, preprinted imaging, etc.
iii. Samples shall clearly be labeled. Unidentified or improperly labeled samples may not be evaluated.
iv. Include sample data sheets to include materials used, dimensions, tolerances etc.
v. Samples shall be certified with a representation statement.
vi. Samples shall be suitable for inspections, testing, durability etc.

vii. Samples shall be delivered within two (2) weeks after solicitation closing date by 5:00 PM Eastern Time.

M.4. Technical Approach
The Library will evaluate the offerors' technical approach to assess the degree to which the offeror demonstrates an understanding of the work and feasibility of completing the requirements in Section C of the solicitation. The Library will evaluate the offeror's approach including their proposed plans for the proposed items that conform to the item's requirements, information regarding their production capacity, project schedule/timeline, and the specific details as to how the Contractor's warranty program shall work.

In addition, the Library shall evaluate the draft Quality Assurance Plan (QAP) for conformance with the statement of work. The Library will evaluate the offeror's QAP to determine the extent to which it demonstrates a comprehensive, effective, and feasible approach to ensuring all supplies and services conform to contract requirements. The evaluation will consider the offeror's inspection procedures, testing methods, acceptance criteria, sampling plan, documentation, and corrective action processes. The Library will evaluate the offeror's QAP and procedures for achieving the required level of quality control, including procedures for dealing with unusual difficult areas encountered during performance.

Offerors that simply regurgitate the information in the Statement of Work may be evaluated unfavorably.

M.5. Past Performance
The Library will review the submitted past performance questionnaires to assess the likelihood that the offeror can successfully perform the required work. In addition, the Library may use the Contractor Performance Assessment Reporting System (CPARS) records by assigning a risk rating. This is a discrete rating applied only to CPARs records. The Library reserves the right to contact and use the information provided by the references and any other sources of past performance information available (including the Library's own knowledge of previous performance). The offeror will be evaluated neither favorably nor unfavorably on past performance if no relevant past performance information is provided by the offeror or obtained by the Library. The Library does not assume responsibility for correcting false information or tracking down references that are not submitted properly. If it is difficult to determine with which offeror a reference is associated, it may not be evaluated. Likewise, references may not be evaluated if their contents are erroneous or confusing.

M.6. Price
The Library will assess the fairness and reasonableness of the proposed rates for each Ordering Period provided in *Attachment J3, IDIQ Pricing Schedule*.

Each Offeror's unit prices will be multiplied by the Library's anticipated annual quantities to establish each Offeror's Total Evaluated Price. These are estimates only, not a guarantee of what will be ordered. Ordering is solely at the discretion of the Government after the minimum obligations are met. The estimate being used are the quantities in Attachment J3.

M.7. System for Award Management:
In order to receive an award from the Library of Congress, your business must be registered in the System for Award Management (SAM). If your business is not registered in SAM at the time of Offer submission, per FAR 4.1102(a), your business may not be eligible to receive a contract from the Government unless other methods can be employed to determine responsibility. Regardless, your business must be registered in SAM by the time of contract award.
Registration can be done here: https://www.sam.gov/. SAM registration is free.

If you require assistance with registering or renewing your business in SAM, you can obtain assistance at the Federal Service Desk, located here: https://www.fsd.gov/gsafsd_sp

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