

U.S. GOVERNMENT PUBLISHING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Editorial Services

as requisitioned from the U.S. Government Publishing Office (GPO) by the
National Council on Disability (NCD)

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending September 30, 2015, plus up to four (4) optional 12-month extension periods that may be added in accordance with the "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in SECTION 1 of this contract.

BID OPENING: Bids shall be publicly opened at 11:00 a.m., prevailing Washington, DC time, March 11, 2015.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Publishing Office, Bid Section, Room C-831, Stop: PPSB, 732 North Capitol Street, NW, Washington, DC 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, Fax No. (202) 512-1782. The program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2, as revised June 2001. Hand delivered bids are to be taken to: GPO Bookstore, 710 North Capitol Street, NW, Washington, DC, between the hours of 8:00 a.m. and 4:00 p.m., prevailing Washington, DC, time, Monday through Friday. The contractor is to follow the instructions in the Bid Submission/Opening area. If further instruction or assistance is required, call (202) 512-0526.

NOTICE TO BIDDERS: Bidders are instructed to adhere to all requirements of the solicitation. Special attention is directed to the following provisions:

- Service Contract Act of 1965 (specified herein)
- Employees Rights on Government Contracts (Exhibit A)

THIS IS A NEW CONTRACT. THERE IS NO ABSTRACT AVAILABLE.

For information of a technical nature call Linda Paddy at 202-512-0310 (no collect calls).

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)).

GPO Contract Terms (GPO Publication 310.2) – <http://www.gpo.gov/pdfs/vendors/sfas/terms.pdf>.

In addition, the following documents and publications shall also apply. In the event of a conflict between the documents and publications referenced herein and the content of this contract, the content of this contract shall be considered a superseding requirement.

- Chicago Manual of Style (latest edition) – <http://www.chicagomanualofstyle.org>.
- The Bluebook: A Uniform System of Citation (for legal citations, as stipulated in the Chicago Manual of Style) – <http://www.suffolk.edu/law/library/19543.php>.
- Merriam-Webster's Collegiate Dictionary – <http://www.merriam-webster.com>.
- NCD Formatting and Editorial Requirements (NCD Style Guide 2014).

DISPUTES: GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at www.gpo.gov/pdfs/vendors/contractdisputes.pdf.

SUBCONTRACTING: Subcontracting is not allowed.

OPTION TO EXTEND THE TERM OF THE CONTRACT: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed five (5) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "EXTENSION OF CONTRACT TERM" clause. See also "ECONOMIC PRICE ADJUSTMENT" for authorized pricing adjustment(s).

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from Date of Award to September 15, 2015, and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending three (3) months prior to the beginning of the period being considered for adjustment. This average is then compared to the average of the monthly Indexes for the 12-month interval ending June 30, 2014, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

PREAWARD SURVEY: In order to determine the responsibility of the contractor, the Government reserves the right to conduct an on-site preaward survey at the contractor's facility or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

PREAWARD TEST: The contractor being considered for award may be required to demonstrate its ability to produce the items required in these specifications by completing a preaward test. The Government reserves the right to waive the preaward test if there is other evidence that, in the opinion of the Contracting Officer, indicates that the contractor being considered for award has the capability to successfully produce the items required.

For the preaward test, the Government will furnish electronic media (via email) consisting of approximately 45 pages making up a total of three (3) different products that are representative of the materials to be furnished under these specifications.

The prospective contractor must provide editorial services as specified herein including, but not limited to: editing and proofmarking manuscript and typeset pages of a variety of publications, cross-checking catalog entries against indices, order forms, and table of contents; reviewing statistical tables for anomalies, consistency, and legibility; ensuring 508 compliance with/accessibility of charts, graphs, and tables; and, typemarking manuscript and typeset pages according to the furnished specifications and/or samples.

NOTE: Contractor to output pages from furnished electronic file and make all editing and markups on the output pages.

Preaward test samples will be inspected and tested for accuracy and conformance of materials to the furnished specifications, and must comply with the specifications stated herein.

Contractor must email preaward test pages to the U.S. Government Publishing Office, Attn: Contracting Officer (email address to be furnished at time of preaward test).

Contractor must submit test pages within three (3) workdays of receipt of furnished test materials.

If the preaward test samples are disapproved by the Government, the contractor may be permitted, at the option of the Government, additional time to correct defects or to submit additional test samples if so notified by the Contracting Officer.

In the event the revised test samples are disapproved by the Government, the contractor shall be deemed to have failed to comply with the applicable requirements of these specifications and may be reason for a determination of non-responsibility.

Failure to deliver the completed test within the stated time period may disqualify the contractor from further consideration for award.

All operations necessary in the performance of this test shall be performed at the facilities in which the contract production will be performed.

No charges will be allowed for costs incurred in the performance of this preaward test.

POSTAWARD CONFERENCE: Unless waived by the Contracting Officer, the total requirements of the job as indicated in these specifications will be reviewed by Government representatives with the contractor's representatives at the NCD, Washington, DC, immediately after award. **NOTE:** Person(s) that the contractor deems necessary for the successful implementation of the contract must be in attendance.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual print order for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from Date of Award through September 30, 2015, plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued", for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "ORDERING". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "ORDERING" clause of this contract.

SERVICE CONTRACT ACT OF 1965, applies as Amended.

NOTE: *Certain paragraphs have been intentionally omitted from the Service Contract Act for the purpose of this contract only. Consequently, there are intentional omissions in the paragraph lettering/numbering.*

- (a) Definitions. "Act" as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, interpreted in subpart C of 29 CFR part 4.
- (c) Compensation. (1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
 - (2)(i) If a wage determination is attached to this contract, the contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classifications listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
 - (ii) This conforming procedure shall be initiated by the contractor prior to the performance of contract work by the unlisted class of employee. The contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees’ authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
 - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as part of the wage determination.
 - (iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

- (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract shall be subject to adjustment after 1 year and not less than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4.
- (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor Contracts. If this contract succeeds a contract subject to the Act, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would be entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or

determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made a part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) Notification to employees. The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determinations attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous, or dangerous to the health or safety of the service employees. The contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration a record of the following:
 - (i) For each employee subject to the Act-
 - (A) Name and address and social security number,
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily or weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and,
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor contractor's employees which had been furnished to the contractor as prescribed by paragraph (n) of this clause.
- (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payment and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor, requests or such sums as an appropriate official of the Department of Labor, requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.
- (l) Subcontracts. The contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements of provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiations thereof.
- (n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The Contracting Officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.
- (o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR part 4.

- (p) Contractor's Certification. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
- (3) The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classifications of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.
- (t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

NOTE: SPECIAL EMPHASIS TO THE EFFECT THAT EMPLOYEE COMPENSATION MUST BE AT TIME AND HALF. (REFERENCE: OVERTIME PAY/WAGE HOUR PUBLICATION 1313).

The contractor shall pay the determined wage rate and fringe benefits to all employees performing in the stated classification, which include annual leave and pay for holidays as described in the Service Contract Act of 1965. The Government is not responsible for these benefits.

BILLING: Upon completion of each order, the contractor shall submit an electronic itemized statement for billing to the ordering agency for examination and certification as to the correctness of the billing. Submit billing to: NCD Finance Team at NCDInvoices@ncd.gov.

After agency verification, the billing invoice must be submitted to the U.S. Government Publishing Office for payment. Submit to: U.S. Government Publishing Office, Office of Financial Management, Attn: Comptroller, Stop: FMCE, Washington, DC 20401. (NOTE: GPO offers a Contractor Fax Billing System. Please visit the GPO website for more information.)

NOTE: Contractor's billing invoices must be itemized in accordance with the line items in the "SCHEDULE OF PRICES."

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover editorial services for various NCD publications and products requiring such operations as proofreading, copyediting, substantive editing, cross-checking, typemarking, rewriting, laying out the report in Word, furnishing native files, writing alternative text for figures/charts for use in accessible PDF and DOC files, delivering 508 compliant and web-ready PDF files, packing, and distribution.

TITLE: Editorial Services.

FREQUENCY OF ORDERS: Up to approximately 10 orders per year.

NOTE: Only the pages for one product will be ordered on a single print order.

NUMBER OF PAGES: Up to approximately 500 pages per order.

TRIM SIZE: Furnished pages will be 8-1/2 x 11”.

GOVERNMENT TO FURNISH: Raw data furnished in electronic format for various publications will be furnished via email.

Samples of previous publications to be used as a guide for style and format consistency.

NCD Editorial and Formatting Guide (NCD Style Guide).

NCD Report Template (cover, spine, and internal title pages).

One reproduction proof, Form 905 (R. 6/03) with labeling and marking specifications.

EXHIBITS: The sample pages shown as Exhibits B through K are representative of the pages to be furnished for editorial services which will be ordered under this contract. However, it cannot be guaranteed that future orders will correspond exactly to these exhibits.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under “GOVERNMENT TO FURNISH” necessary to produce the product in accordance with these specifications.

COST ESTIMATE: Within two (2) workdays of receipt of an order, the contractor is required to furnish a cost estimate for that order. The cost estimate will be delivered in the form of an e-mail to: asommers@ncd.gov.

MEETINGS: The contractor is expected to work closely with the ordering agency on all orders.

Contractor must work with the ordering agency when they transition to utilizing new report design templates in the next year and make small adjustments to their agency editorial and formatting guide to develop a more user-friendly format for the products.

Most meetings will be conducted via teleconference.

An occasional order may require the contractor to meet with the ordering agency in Washington, DC. When required, the contractor is responsible for all costs associated with travelling to Washington, DC, including but not limited to, transportation and per diem. Contractor will not be reimbursed for any travel costs.

EDITORIAL OPERATIONS: All editorial operations for proofreading, copyediting, substantive editing, typemarking, and rewriting must be in accordance with the Chicago Manual of Style, The Bluebook: A Uniform System of Citation, Merriam-Webster’s Collegiate Dictionary, and NCD Style Guide.

Products may contain table of contents, indexes, appendixes, tables, and charts. Contractor may be required to cross-check entries against indexes and/or table of contents; and/or, review statistical tables for anomalies, consistency, and legibility.

Contractor will be required to search publications for obsolete/outdated terminology and replace with current terminology in accordance with the NCD Style Guide.

Contractor will be required to ensure that all tables, charts, figures, and graphics are made Section 508-compliant; are compatible and usable to individuals utilizing screen-reader and related technologies; and, offer alternative text for graphics, figures, and charts in the final accessible PDF and DOC files to be furnished to the ordering agency.

Contractor is required to create a cover, spine, and internal title pages using the NCD furnished report template.

Contractor to output pages from furnished electronic media and make all editing and markups on the output pages.

Up to three (3) rounds of edited/marked up pages may be required before the final deliverables are furnished.

FINAL DELIVERABLES: Upon final approval of the edited/marked up pages, the contractor will be required to furnish the following:

Contractor to furnish the following:

- Microsoft Word file (.docx) (to be furnished via email).
- Accessible Section 508-compliant PDF file (.pdf) (to be furnished via email).
- Two (2) CDs with the following items burned to them:
 - Completed GPO Form 952 files for cover, spine, and internal title pages.
 - InDesign cover and spine native files (most current version).
 - Font file.
 - Internal title pages native files in Microsoft Word (.docx).
 - Accessible Section 508-compliant PDF file (.pdf).
- One (1) printed hard copy of the final report, printed face and back.
- One (1) printed and completed GPO Form 952 for cover, spine, and internal pages.

NOTE: All files must be 508 compliant and print-ready. The CDs must be inserted into standard jewel cases.

PACKING: Pages and CDs must be packed suitable so as not to damage the pages/CDs during delivery.

DISTRIBUTION: Deliver f.o.b. destination to: NCD, Attn: Anne Sommers, 1331 F Street, NW, Suite 850, Washington, DC 20004. *Inside delivery is required.*

NOTE: PDF and DOC files (as specified above) must be emailed to the ordering agency same day as delivery.

Upon completion of each order, contractor must notify the ordering agency (on the same day the order delivers) via email to the address indicated on the print order. The subject line of the email shall be "Distribution Notice for Program 797-S, Print Order XXXXX, Jacket Number XXX-XXX." The notice must provide all applicable tracking numbers, delivery method, and title of publication. Contractor must be able to provide copies of all delivery receipts upon agency request.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Print order and furnished material will be furnished via email.

No definite schedule for pickup of material can be predetermined at this time.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

Initial Draft: Contractor must submit copyedited (in track changes) manuscript, including reference editing, and furnish the contractor-created cover, spine, and internal title pages within six (6) workdays of receipt of notification of the availability of print order and furnished material.

Each Round of Revisions: Contractor must submit revised/proofread pages within two (2) workdays of receipt of corrected pages of the initial draft or previous round of revisions, as applicable.

Final Deliverables: Contractor must submit final deliverables (as specified herein) within three (3) workdays of receipt of final approval on revisions.

NOTE: Edited pages (initial draft/each round of revisions) will be withheld no more than five (5) workdays from their receipt at the ordering agency until they are returned electronically for the next round of revisions/final deliverables, as applicable. (The first workday after receipt of edited pages at the ordering agency is day one (1) of the hold time.)

The ship/deliver date indicated on the print order is the date products ordered for delivery f.o.b. destination must be delivered to the destination(s) specified.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

For compliance reporting purposes, contractors are to report information regarding each order with date of shipment or delivery, as applicable, in accordance with the contract requirements by contacting the Shared Support Services Compliance Section via email at compliance@gpo.gov, via telephone at (202) 512-0520, or via facsimile at (202) 512-1364. Personnel receiving the email, call, or facsimile will be unable to respond to questions of a technical nature or to transfer any inquiries.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "SCHEDULE OF PRICES" to the following units of production which are the estimated requirements to produce the base year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "SCHEDULE OF PRICES."

- I. (a) 950
- (b) 50

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SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the DETERMINATION OF AWARD) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All invoices submitted to the GPO shall be based on the most economical method of production.

I. EDITORIAL SERVICES: Prices offered shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

NOTE: Prices must include the cost to create cover, spine, and internal title pages.

(a) Text Only..... per page.....\$_____

(b) Text with Tables..... per page.....\$_____

INSTRUCTIONS FOR BID SUBMISSION: Fill out "SECTION 4.-SCHEDULE OF PRICES," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "SCHEDULE OF PRICES" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "SCHEDULE OF PRICES" will prevail.

Bidder_____

(City - State)

By_____

(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

EXHIBIT A

Notice To Employees Working on Government Contracts

This establishment is performing Government contract work subject to the —

**Service Contract Act
OR
Public Contracts Act**

During the period of performance on the contract, the following requirements must be observed:

Minimum Wages

Your rate must be at least \$4.75 an hour; effective September 1, 1997, \$5.15 an hour.

A higher rate may be required for *Service* contracts if a wage determination applies or if a predecessor contractor has paid a higher rate for your classification pursuant to a collective bargaining agreement. Such higher rates for *Service* contracts will be posted as an attachment to this Notice.

Fringe Benefits

Service contract wage determinations may require fringe benefit payments (or a cash equivalent). *Supply* contracts do not require fringe benefits.

Overtime Pay

You must be paid 1 1/2 times your basic rate of pay for all hours worked over 40 in a week. There are some exceptions.


Safety and Health

The work must be performed under conditions that are sanitary, and not hazardous or dangerous to the employees' health and safety.

No person under 16 years of age may be employed on a *Supply* Contract.

Information

Further information on the wage provisions of the Service Contract Act or the Walsh-Healey Public Contracts Act may be obtained from the Wage and Hour Division. Information relating to the safety and health provisions may be obtained from the Occupational Safety and Health Administration. Offices are located in principal cities. Check your telephone directory under U.S. Government, Department of Labor, Wage and Hour Division or the Occupational Safety and Health Administration.

For this document and other Wage-Hour Information, visit our web site:  http://www.dol.gov/dol/esa/public/whd_org.htm.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210



EXHIBIT B

Transportation Update: Where We've Gone and What We've Learned

National Council on Disability

November 2014

EXHIBIT C

Executive Summary

Nearly ten years ago, the National Council on Disability published *The Current State of Transportation For People With Disabilities in the United States*, a major transportation overview report. That 2005 report received high acclaim and contributed to major developments in the field.

In this related 2014 document, *Transportation Update: Where We've Gone and What We've Learned*, NCD explains where the United States (U.S.) disability community found itself in 2005, and what has changed since then. This update addresses the achievements and advances that have occurred in the field of transportation for people with disabilities since the original report was researched, as well as what has been learned and where problems remain in the U. S.

Much has happened in the last ten years. Many in the transit industry and in government agencies have greater insight into how to improve public transit systems for the disability community. Changed circumstances and the advancement in operational knowledge must also be taken into account.

In many ways, the transportation accessibility situation has advanced. More people with disabilities are riding public transit than ever before; new rulemaking has provided pathways forward; and new research has revealed insights that cast doubt on common transit industry beliefs about transportation for people with disabilities that were taken as common knowledge until quite recently, and often, still are.

At the same time, many transportation problems persist for people with disabilities, including many obstacles to taking full advantage of all forms of public transit. Rural areas across the U.S. still lag well behind in terms of transportation options, although a proliferation of programs to improve rural transportation are a positive development.

EXHIBIT D

Across the U.S., transportation accessibility remains a key challenge, yet we know from research and stakeholder experiences what is needed. The National Council on Disability remains in the forefront in analyzing our present status and shining a light toward the future.

The scope of this Update is surface transportation. It does not address transportation by air carriers or passenger vessels, although those are important areas that merit further examination.

Overview of Content in Chapters

Organized as eleven topics—Fixed Route Bus Transit; Rail Transit; ADA Paratransit; Enforcement; Fixed Route Deviation; Issues for All Modes of Public Transportation; Rural Transportation; Coordinated Transportation; Commercial Driver's License Rules; Public Rights-of-Way; and Privately Funded Transit, this report. Each chapter presents findings about specific topics, the impact upon the lives of people with disabilities, and the location of recommendations specific to the chapter by chapter topics. At the end of the full report are the “overall recommendations” addressing selected broad issues and the chapter by chapter lists of recommendations to Congress; federal agencies; state regulators and local jurisdictions; transit authorities, agencies, providers and other stakeholders, including the disability community, public works departments, private companies, and transportation designers.

Chapter 1, Fixed Route Bus Transit, addresses the improvements and remaining challenges for fixed route bus transit. Promising research shows that ridership by people with disabilities of fixed route bus and rail systems in the U.S. has grown far faster than ridership on ADA paratransit, casting doubt on the common transit industry view to the contrary. Gains and challenges in equipment maintenance include information about best practices, although these practices

EXHIBIT E

are often not implemented. Ramp slopes on accessible buses, are generally too steep, but promising policy-making by the U.S. Access Board may require less steep slopes on ramp buses. Bus boarding issues, are still a challenge in some cities, according to litigation alleging that local bus systems still deny boarding to people with disabilities despite having accessible equipment. Gains and challenges in the area of stop announcements on the bus include extensive information about best practices, although these best practices are often not implemented. Several examples illustrate what is needed to implement fully accessible fixed route systems.

Chapter 2, Rail Transit, addresses two key issues: Full-Length Platform Level Boarding. Also referred to as “level boarding,” full-length platform level boarding is considered the best approach for people with mobility disabilities to board and disembark on trains. This section focuses on a major set of changes made in 2011 to the U.S. Department of Transportation (DOT) ADA regulation requiring level boarding at certain stations. A subsection on New Boarding Options explores the development of a new second-best alternative: large setback platforms.

Amtrak. Although many people with disabilities use Amtrak successfully, particularly along the northeast corridor, Amtrak has lagged behind, despite the requirements of the ADA, including in its stations, train cars, reservations capacity, and in the area of communications access. Also explored is a disturbing report from the Amtrak Office of the Inspector General.

Chapter 3, ADA Paratransit, addresses many key concerns including: “Challenging the Myth of Runaway Growth” explores recent research casting doubt on the common transit industry view that the “graying” of America will cause explosive growth in ADA paratransit demand.

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EXHIBIT H

List of Interviews

Christopher G. Bell, Esq., Member, American Council of the Blind of Minnesota,
February 28, 2013

Jan Campbell, Chair of Committee on Accessible Transportation, Trimet,
Portland, Oregon, December 18, 2012

Dennis Cannon, former Transportation Accessibility Specialist, U.S. Access
Board; currently, private consultant, Synergy, LLC, March 28, 2013

John Day, ADA team leader and Senior Equal Opportunity Specialist, Federal
Transit Administration Office of Civil Rights, March 11, 2013

Richard Devylder, former Senior Advisor for Accessible Transportation for U.S.
Department of Transportation (DOT), January 9, 2013

Tracee Garner, Outreach Coordinator, Loudoun (Virginia) ENDependence
(LEND) Center, January 15, 2013

David Knight, Trial Attorney, Disability Rights Section, U.S. Department of Justice,
April 16, 2013

Tricia Mason, former President, Little People of America, March 18, 2013

Maureen McCloskey, National Advocacy Director, Paralyzed Veterans of
America, February 25, 2013

Susan Molloy, long-time advocate for people who are chemically and electrically
hypersensitive, July 11, 2014

EXHIBIT I

Chapter 1: Fixed Route Bus Transit

Chapter Overview

In the years since the 2005 National Council on Disability publication of “The Current State of Transportation for People With Disabilities in the United States,”⁴ (from this point on, referred to as the 2005 NCD Report), some in the disability community report significant improvements in fixed route bus transit. For example, Cliff Perez, Systems Advocate at the Independent Living Center of the Hudson Valley and Chair of the National Council on Independent Living Transportation Committee stated,

On fixed-route buses, for the most part, transit agencies have been pretty good. They have ramps or lifts, and most have gotten over the issue of yelling out stops. They have signs up for people who are deaf. ... The annunciators, because I'm blind, were a big improvement, and even that's gotten much better. Even when I've traveled.⁵

Michael Muehe, Executive Director of the Cambridge Commission for Persons with Disabilities and Americans with Disabilities Act (ADA) Coordinator of the City of Cambridge, Massachusetts reflected both on progress and remaining problems when he stated,

In the past five years or so, the MBTA in Boston has come a long way in terms of making the buses accessible. I think now, in terms of rolling stock, virtually all our buses are accessible. Our big ongoing issue is more around operator compliance. For example, the bus driver doesn't always pull up to the curb, close enough to allow people with disabilities to get safely on board, or the driver is not making adequate announcements of bus stops, or not adequately attending to the other accessibility protocols that are in place. ... All the bus drivers have received really thorough

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4. Transit agencies claiming the commuter bus exception that do not meet the ADA criteria should immediately plan and carry out a prompt transition to providing ADA paratransit service.
5. The Federal Transit Administration should interpret the commuter bus exemption rules scrupulously and engage in enforcement actions when the exception is used inappropriately.
6. Riders with disabilities and/or local organizations that represent them should challenge transit agencies' commuter bus route designations if they do not agree with how a route is designated, and if enforcers do not act.
7. Transit agencies should, at a minimum, ensure that their fixed route systems are accessible to people with disabilities in the following ways. They are necessary before a transit agency can provide accurate ADA paratransit eligibility determinations, and before they can expect their riders with disabilities to utilize ADA paratransit appropriately.
 - a. Vehicles designated as accessible must meet ADA design standards.
 - b. Stations and bus stops advertised as accessible must meet ADA design standards.
 - c. Lifts, ramps, elevators and other accessibility features must be maintained in good working condition.
 - d. On-board stop announcements and external route identification announcements must be made properly.

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infrequent for drivers to encounter a situation in which two wheelchair users unexpectedly arrive, most drivers do not always remember the exact procedure.

17. The companies appear to be finding that when they were allowed to request advance notice, these changes could be made in advance in the garage, instead of while passengers are waiting to leave. Moreover, the opportunity for rearranging the seating in advance kept those seats from being occupied by non-disabled people who might later need to be asked to move.
18. Just as the accessibility features in ordinary city buses have been extensively redesigned, redesign of the wheelchair seating on OTRBs may be necessary.

Endnotes

¹ National Council on Disability, "Current State of Transportation for People with Disabilities in the United States," June 2005, Executive Summary, p. 13, accessed November 29, 2013, www.ncd.gov/publications/2005/06132005.

² "Koch-Backed Measure Bans Transit Funding in Tennessee," Democracy Now, accessed April 2, 2014, www.democracynow.org/2014/4/2/headlines-429.

³ *American Public Transportation Association (APTA)*, "Record 10.7 Billion Trips Taken on U.S. Public Transportation in 2013—The Highest Transit Ridership in 57 Years," March 10, 2014, accessed March 27, 2014, www.apta.com/mediacenter/pressreleases/2014/Pages/140310_Ridership.aspx.

⁴ National Council on Disability, "Current State of Transportation for People with Disabilities in the United States," June 2005, accessed November 29, 2013, www.ncd.gov/publications/2005/06132005.

⁵ Interview, Cliff Perez, Systems Advocate, Independent Living Center of the Hudson Valley and Chair, National Council on Independent Living Transportation Committee, April 30, 2013.