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U.S. GOVERNMENT PRINTING OFFICE
Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Editorial Services

as requisitioned from the U.S. Government Printing Office (GPO) by the

Library of Congress
National Library Service for the Blind and Physically Handicapped

Single Award

TERM OF CONTRACT: The term of this contract is for the period beginning Date of Award and ending November 30, 2013, 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, on December 18, 2012.

BID SUBMISSION: Submit bid in pre-addressed envelope furnished with solicitation or send to: U.S. Government Printing Office, Bid Section, Room C-161, STOP: PPSB, 36 H 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.

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 Bill White 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 specification, the content of this specification shall be considered a superseding requirement.

- Chicago Manual of Style (latest edition) – <http://www.chicagomanualofstyle.org>.
- National Library Service for the Blind and Physically Handicapped (NLS) Style Sheet to be furnished after award.
- Merriam-Webster's Collegiate Dictionary – <http://www.merriam-webster.com>.
- AP Stylebook (newsletters only) – <http://www.apstylebook.com>.

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. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

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 November 30, 2013, 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 August 31, 2012, 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 approximately 15 manuscript and typeset pages making up a total of four (4) 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; and, typemarking manuscript and typeset pages according to the furnished specifications and/or samples.

NOTE: All editing and markups may be done directly on the furnished 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 pick up furnished test materials and deliver preaward test pages to: U.S. Government Printing Office, Attn: Contracting Officer, AST 4, 732 North Capitol Street, NW, Washington, DC 20401.

Contractor must submit test pages within five (5) 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 U.S. Government Printing Office, 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 November 30, 2013, 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.

- (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.
- (q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act, without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
- (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two Acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, 525);
- (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.
- (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.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (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 AFFECT 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 itemized statement for billing to the ordering agency for examination and certification as to the correctness of the billing. Submit billing to: Jane Caulton at jcau@loc.gov or Greg Hill at ghill@loc.gov.

After agency verification, the billing invoice and a copy of the modification must be submitted to the U.S. Government Printing Office for payment. Submit to: U.S. Government Printing 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.)

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover editorial services for various NLS publications and products requiring such operations as proofreading, copyediting, substantive editing, cross-checking, typemarking, rewriting, packing, and distribution.

TITLE: Editorial Services.

BACKGROUND: The National Library Service for the Blind and Physically Handicapped (NLS) administers a free national library program, established by an Act of Congress in 1931 that provides braille and recorded materials for blind and physically handicapped persons. Under a special provision of the U.S. copyright law and with the permission of authors and publishers of works not covered by the provision, NLS selects and produces full-length books and magazines in Braille and recorded formats. Reading materials are distributed to a cooperating network of regional and subregional libraries where they are circulated to eligible borrowers.

The NLS Publications and Media Section writes, edits, and reviews a wide variety of documents that support NLS objectives. High priority is accorded the production of the publications that readers use to select and order books and magazines. These include several publications that list the special format books and magazines and provide descriptive book announcements that help readers make book selections.

FREQUENCY OF ORDERS: Approximately 25 to 35 orders per year.

NOTE: Pages for up to three (3) different products may be ordered on the same print order requiring the same schedule.

NUMBER OF PAGES: Up to approximately 500 pages per order. (The majority of orders will be for 100 or less pages.)

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

GOVERNMENT TO FURNISH: Loose manuscript and typewritten pages for various publications including, but not limited to: books, magazines, reports, newsletters, catalogs, bibliographies, and directories.

NLS Style Sheet.

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

EXHIBITS: The sample pages shown as Exhibits B through F 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.

EDITORIAL OPERATIONS AND FINAL DELIVERABLES: All editorial operations for proofreading, copyediting, substantive editing, typemarking, and rewriting must be in accordance with the Chicago Manual of Style, NLS Style Sheet, Merriam-Webster's Collegiate Dictionary, and occasionally, AP Stylebook.

All documents will contain indexes and order forms. Some documents may also include appendixes, tables, and charts. Contractor may be required to cross-check catalog entries against indexes, order forms, and/or table of contents; and/or, review statistical tables for anomalies, consistency, and legibility.

All editing and markups must be done directly on the furnished pages.

Three rounds of edited/marked up pages (manuscript, pages, and proofs) will be required.

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

DISTRIBUTION: Deliver f.o.b. destination to: National Library Service for the Blind and Physically Handicapped, Publications and Media Section, 1291 Taylor Street, NW, Washington, DC 20542. *Inside delivery is required.*

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 220-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.

All expenses incidental to picking up materials must be borne by the contractor.

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).

Furnished material must be picked up from: National Library Service for the Blind and Physically Handicapped, Publications and Media Section, 1291 Taylor Street NW, Washington, DC 20542.

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.

Contractor must submit edited pages within three (3) to five (5) workdays (as specified on the individual print order) of receipt of notification of the availability of print order and furnished material or returned edited pages, as applicable.

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.

Upon completion of each order, the contractor is to notify the U.S. Government Printing Office of the date of shipment or delivery. Call (202) 512-0516 or 0520; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.

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

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.

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 one (1) 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. 500

THIS PAGE IS INTENTIONALLY BLANK.

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.

Per hour\$_____

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



Library Resources for the Blind and Physically Handicapped

ISSN 0364-1236

2011

**A Directory with Budget, Staff, and Collections Information and
FY 2009 and FY 2010 Statistics on Readership and Circulation**



LIBRARY OF CONGRESS

National Library Service
for the Blind and
Physically Handicapped

EXHIBIT C

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National Library Service

A free national library service providing recorded and braille materials to blind and physically handicapped persons is administered by the National Library Service for the Blind and Physically Handicapped (NLS), Library of Congress. Under a special exemption of the U.S. copyright law and with the cooperation of authors and publishers who grant permission to use noncovered copyrighted works, NLS selects and produces full-length books and magazines in audio and braille format. The reading materials produced are then distributed to a cooperating network of regional and subregional libraries that circulate them to eligible borrowers by postage-free mail. Digital talking books and magazines are available for download via the Braille and Audio Reading Download (BARD) service. Braille books, magazines, and music materials are also available for download via Web-Braille. Network libraries also offer reference, readers' advisory, and other services.

Established by an act of Congress in 1931 to serve blind adults, the program was expanded in 1952 to include children, and again in 1966 by Public Law 89-522 to include individuals with physical impairments that prevent the reading of standard print. Fifty-six regional and forty-five subregional libraries are currently part of the network, serving all parts of the United States, Puerto Rico, the U.S. Virgin Islands, and Guam.

Playback equipment is loaned free for use with books and magazines recorded in digital format on flash-memory cartridges or on cassette at 1-7/8 and 15/16 ips. Accessories supplied upon request for the digital talking-book machine include an adapter to facilitate the use of commercial USB flash drives, an adapter for using NLS headphones, and a pillow speaker. Accessories available for the cassette machines include a breath switch, an extension lever, a pillow speaker, and a remote-control unit. Libraries and other

designated machine-lending agencies serve as distribution points for playback equipment and accessories.

Applications for library service from eligible persons or institutions such as hospitals and nursing homes are made directly to the network library or machine-lending agency serving a particular geographic area. Application forms, demonstration equipment, and sample reading materials are available in many local public libraries.

U.S. citizens living abroad receive service directly from NLS and should apply to the Network Services Section. Direct service is not extended to individuals outside the United States and its territories and possessions who are not U.S. citizens; however, international interlibrary loans with foreign agencies or libraries serving blind or physically handicapped users may be arranged with NLS.

Music services are provided by the NLS Music Section, which has an extensive collection of music scores, books, and instructional materials in braille, large print, and recorded media. Through its Reference Section, NLS serves as a national information resource on various aspects of disability.

The second section of this directory includes the libraries that are part of the Affiliated Library Consortium. These libraries offer books that are produced following or approximating current NLS standards, submit cooperative cataloging on the titles they are willing to lend for inclusion in the *NLS Union Catalog*, work with NLS and its network to provide service to blind and physically handicapped residents of the United States, produce books in audio and braille and other appropriate formats for use by eligible readers, and make materials available free of charge to eligible readers. Eligible readers are defined as those individuals eligible for library services coordinated by NLS.

Section three includes a number of not-for-profit organizations and volunteer groups that are not part of the NLS network but also provide reading materials in special media on loan to print-handicapped individuals. Criteria for inclusion of these organizations in this directory are: services offered nationwide; a book collection sufficiently broad in subject matter to be of general interest; a minimum of two hundred titles available on loan; and circulation on the basis of free loan or for a minimal fee to cover basic costs. As additional organizations meeting these criteria become known, they will be included in future editions of this directory.

How to use the directory

NLS network libraries and machine-lending agencies are arranged alphabetically by state. Within each state, the re-

EXHIBIT D

Libraries Alabama

Alabama

Regional Library

Alabama Regional Library for the Blind and Physically Handicapped
6030 Monticello Drive
Montgomery, AL 36130-6000

Telephone: (334) 213-3921 or (334) 213-3906

Toll-free: 800-392-5671

Fax: (334) 213-3993 or (334) 213-3960

E-mail: revans@apls.state.al.us

Website: http://statelibrary.alabama.gov/Content/APLSSer_Blind.aspx

Serves: Alabama (62 of 67 counties); braille readers receive service from Utah

Librarian: Ruth D. Evans

Machine agency contact: Ruth D. Evans

Library code: AL1A

Hours: 8:00–5:00 M–F

Book collection: Audiocassette, digital audiobook

Special collections: Braille, local subjects and authors, print reference collection

Assistive devices: Braille embosser (computer-driven), braillewriter (manual), closed-circuit TV (Optelec, etc.), hardware-software for hard-copy large print, optical character reader, screen-enlarging software, speech input or output

Special services: Braille on request, children's summer reading program, volunteer services

Publications: Patron newsletter, subject bibliographies

Librarian: Emily Myers

Library code: AL1D

Hours: 9:00–9:00 M, T, Th; 9:00–6:00 W, F; 9:00–5:00

Sat; 1:00–5:00 Sun

Book collection: Audiocassette, digital audiobook

Special collections: Print reference collection, videotapes on disabilities

Assistive devices: Braillewriter (manual), closed-circuit TV (Optelec, etc.), magnifier, speech input or output

Special services: Book discussion group, children's story hour, children's summer reading program, volunteer services

Publications: Patron newsletter

Huntsville Subregional Library for the Blind and Physically Handicapped

PO Box 443

Huntsville, AL 35804

Bulk mail: 915 Monroe Street SW

Huntsville, AL 35801

Telephone: (256) 532-5980 or (256) 532-5981

Fax: (256) 532-5994

E-mail: blipscomb@hmcpl.org or bphdept@hmcpl.org

Website: <http://hmcpl.org/departments>

Serves: Madison County

Librarian: Bobby R. Lipscomb

Library code: AL1E

Hours: 9:00–4:30 M–F

Book collection: Audiocassette, digital audiobook

Special collections: Braille, print/braille books, tactile maps

Assistive devices: Braille embosser (computer-driven), braille notetaker, braillewriter (manual), closed-circuit TV (Optelec, etc.), hardware-software for hard-copy large print, magnifier, optical character reader, page turner, paperless braille display, screen-enlarging software, speech input or output

Special services: Dial-up news or book services, radio reading service, volunteer services

Publications: Patron newsletter

Subregional Libraries

Department for the Blind and Physically Handicapped

Houston-Love Memorial Library

PO Box 1369

Dothan, AL 36302

Bulk mail: 212 West Burdeshaw Street

Dothan, AL 36302

Telephone: (334) 793-9767

TDD: (334) 793-9767

Fax: (334) 793-6645

E-mail: myers_e14@yahoo.com

Serves: Houston County

EXHIBIT E

BUDGET, STAFF, COLLECTIONS — FY 2010 Network Libraries for Blind and Physically Handicapped Individuals National Library Services for the Blind and Physically Handicapped, Library of Congress

APPENDIX I

LIBRARY	Library Code	Budget Total	ADMINISTRATION				Area (sq. ft.)	SIZE OF COLLECTION ^a				
			Federal	State	Local	Other		DB	RD	RC	BR	Commercial Recordings
Alabama												
Montgomery	AL1A	\$280,184	\$15,881	\$264,303	—	—	40,732	8,347	—	442,543	3,464	—
Dothan	AL1D	18,063	—	—	\$14,163	\$3,900 ^b	3,040	1,696	—	28,500	—	—
Huntsville	AL1E	41,043	—	—	41,043	—	1,740	7,116	—	16,823	—	—
Talladega	AL1I	578,964	3,000	500,964	—	75,000 ^b	1,900	4,868	—	58,502	10,470	800
Tuscaloosa	AL1H	^c	—	—	—	—	1,464	—	—	—	—	—
Alaska												
Anchorage	AK1A	153,965	—	153,965	—	—	8,000	6,816	—	59,414	—	—
Arizona												
Phoenix	AZ1A	1,214,708	87,210	914,655	—	212,843 ^{b,d}	21,000	39,373	—	471,016	—	—
Arkansas												
Little Rock	AR1A	620,772	202,158 ^d	418,614	—	—	12,500	19,858	—	148,756	29,298	—
California												
Los Angeles	CA2A	3,085,000	—	442,000	—	2,643,000	64,106	81,529	18,887	1,343,605	54,048	—
Sacramento	CA1A	2,179,236	2,104,236	—	—	75,000 ^b	27,000	76,536	—	1,034,934	46,839	—
Fresno	CA1B	^e	—	—	—	—	2,640	4,169	—	17,118	—	—
San Francisco	CA1C	372,206	—	—	364,806	7,400 ^b	2,500	4,845	—	15,684	—	—
Colorado												
Denver	CO1A	700,290	159,861	372,705	—	167,724 ^b	26,000	140,487	—	390,021	12,371	—
Connecticut												
Rocky Hill	CT1A	1,188,245	604,879	330,670	—	252,696	15,000	—	—	—	—	—
Delaware												
Dover	DE1A	^e	—	—	—	—	3,483	—	—	—	—	—
District of Columbia												
Washington	DC1A	^e	—	—	—	—	15,700	20,351	—	58,119	1,190	—
Florida												
Daytona Beach	FL1A	1,229,603	80,000 ^d	1,123,255 ^d	—	26,348 ^b	89,160	71,339	—	2,531,601	142,645	—
Cape Coral	FL1J	188,678	—	—	188,678	—	2,160	10,343	—	33,174	—	—
Clearwater	FL1M	247,700	—	245,276	—	2,424 ^b	6,500	8,576	—	59,221	—	—
Cocoa	FL1K	70,702	—	—	68,756	1,946 ^b	2,909	9,266	—	44,464	285	538
Ft. Lauderdale	FL1H	^e	—	—	—	—	2,235	8,900	—	3,280	—	—
Jacksonville	FL1B	3,326	—	—	3,326	—	1,350	12,708	—	71,973	—	—
Lake Worth	FL1G	33,000	—	—	33,000	—	8,000	12,577	—	40,948	—	—
Miami	FL1C	^e	—	—	—	—	1,600	24,172	—	81,639	284	—
Orlando	FL1D	^e	—	—	—	—	1,000	7,105	—	19,005	—	—
Pensacola	FL1L	83,900	—	—	83,900	—	1,225	6,408	—	28,796	—	—

^a See footnotes at the end of this appendix.

DAISY Consortium Board focuses on making e-books mainstream

DAISY is going mainstream.

That was one of the takeaways from the June 6–7, 2012, semi-annual board meeting of the DAISY Consortium, held at the Library of Congress. And for this meeting, the 20 members of the DAISY board were outnumbered by observers—25 of them, from Asia, Europe, and the United States.

“The Library of Congress was delighted to host the DAISY Board,” said Michael Katzmann, chief of the NLS Materials Development Division and the NLS representative to DAISY. “The keen interest in the activities of DAISY is evidenced by the large number of observers.”

Formed by worldwide talking-book libraries in 1996 to lead the transition from analog to digital talking books, the international consortium develops, maintains, and promotes open international Digital Accessible Information System (DAISY) standards. The consortium’s vision is that all published information be available in an accessible, feature-rich, navigable format at the same time as print—and at no greater cost.

High on the board’s agenda was a discussion of the growing retail support for the International Digital Publishing Forum’s EPUB 3 standard for electronic books (e-books), which includes accessible features found in DAISY books.

“DAISY is now bringing its technical expertise in e-books to the mainstream world by participating in formation of the latest EPUB standard,” Katzmann said. “Our hope is that mainstream e-books can be created by the publishers in an accessible form rather than having to be converted by libraries such as NLS.”

Board members also received updates on ongoing projects, including the push by Raising the Floor–International—an organization based in Geneva, Switzerland, whose members include consumers, developers, researchers, vendors, and

manufacturers of mainstream and assistive technology—to have accessibility software available “on the cloud,” where it can be downloaded and customized by anyone, anywhere. Members agreed to keep supporting efforts to develop low-cost refreshable braille displays, with the ultimate goal of making it as easy to get a book in braille as it is in DAISY audio. Katzmann reported that NLS had signed on to the Trusted Intermediary Global Accessible Resources (TIGAR) pilot project, a close collaboration between the World Intellectual Property Organization (WIPO) and organizations representing visually impaired persons, authors, and publishers, including the DAISY Consortium, that is studying ways to make copyrighted books more easily available to blind readers across international borders.

Public relations efforts also were reviewed at the meeting. In a memo presented during the meeting, DAISY president Stephen King of England’s Royal National Institute of Blind People discussed DAISY’s goal, which he summarized as

Our hope is that mainstream e-books can be created by the publishers in an accessible form rather than having to be converted by libraries such as NLS.

Michael Katzmann, chief,
NLS Materials and Development Division

improving the quantity and quality of accessible publications, and improving the quality and timeliness—but reducing the need for—specially enhanced publications for blind readers. He proposed a redesign of DAISY’s website “to simplify how we tell our story.”

The DAISY board’s next meeting will be in Bangkok, Thailand, in November 2012.