

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1	OF 2	PAGES
1. REQUEST NO. CSB-12-RFQ-0005		2. DATE ISSUED 05/01/2012	3. REQUISITION/PURCHASE REQUEST NO. CSB-00130-12-0005		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY US Chemical Safety Board 2175 K St NW Suite 400 Washington DC 20037				6. DELIVERY BY (Date) 1 Days After Award		
				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
				9. DESTINATION		
5b. FOR INFORMATION CALL: (No collect calls)				a. NAME OF CONSIGNEE CHEMICAL SAFETY		
NAME AMY MCCORMICK		TELEPHONE NUMBER AREA CODE NUMBER		b. STREET ADDRESS 2175 K STREET, NW SUITE 400		
8. TO:						
a. NAME		b. COMPANY				
c. STREET ADDRESS				c. CITY  WASHINGTON		
d. CITY		e. STATE	f. ZIP CODE	d. STATE DC	e. ZIP CODE 20037-1809	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/11/2012 1700 ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>The U.S. Chemical Safety Board (CSB) is requesting quotes in accordance with the attached terms and conditions, performance work statement (PWS), and instructions to offerors.</p> <p>Questions shall be submitted to <a href="mailto:contracts@csb.gov">contracts@csb.gov</a> by Friday, May 4, 2012 at 2:00 pm EDT to the attention of Amy McCormick.</p> <p>Quotes shall be submitted to <a href="mailto:contracts@csb.gov">contracts@csb.gov</a>, attention Amy McCormick, by the date and time specified in box 10 of this RFQ. Credit Card Vendor: NO Period of Performance: 05/21/2012 to 03/31/2013</p> <p>Continued ...</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			c. TITLE (Type or print)		NUMBER
d. CITY	e. STATE	f. ZIP CODE			

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
CSB-12-RFQ-0005

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Consultant on Electric Arc Furnace  Delivery: 1 Days After Award				

## Terms and Conditions

### **52.204-6 Data Universal Numbering System (DUNS) Number.** (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

### **52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition.** (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control;

(c) The offeror must establish fixed hourly rates using—

(1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control;

(2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or

(3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

(End of provision)

### **52.219-1 Small Business Program Representations.** (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_  
[insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]*

The offeror represents as part of its offer that—

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.*

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations

of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

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

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### **52.222-22 Previous Contracts and Compliance Reports.** (FEB 1999)

The offeror represents that—

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

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

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

(End of provision)

#### **52.222-25 Affirmative Action Compliance.** (APR 1984)

The offeror represents that—

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

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

(End of provision)

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification.** (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of provision)

**52.252-1 Solicitation Provisions Incorporated by Reference.** (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer.

In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov).

(End of provision)

# PERFORMANCE WORK STATEMENT

## Investigation Support Services (Electric Arc Furnace Expertise)

### For Carbide Industries Incident (CSB-2011-05-I-KY)

May 1, 2012

#### BACKGROUND:

The Chemical Safety and Hazard Investigation Board (CSB) is an independent U.S. Government agency with the mission of investigating chemical accidents and hazards and recommending actions to protect workers, the public, and the environment. The CSB's scientific investigations support efforts by government, industry, labor, and communities to prevent chemical accidents. The agency was created by the Clean Air Act Amendments of 1990, and was first funded and commenced operations in 1998. The CSB's core mission activities include conducting accident investigations; formulating corrective or preventive recommendations based on investigation findings and advocating for their implementation; issuing reports containing the conclusions, findings, and recommendations arising from accident investigations; and conducting studies on chemical hazards.

#### INCIDENT BACKGROUND:

On March 21, 2011, during calcium carbide production at the Carbide Industries plant in Louisville, Kentucky, an electric arc furnace exploded ejecting solid and powdered debris, flammable gases, and molten calcium carbide at temperatures near 3800°F (2100°C). Two workers died, and two others were injured. The incident is unusual in that flammable gases were present in the furnace.

#### OBJECTIVE:

The objective of this solicitation is to obtain the services of an expert or group of experts who can advise the CSB on the technical and safety aspects of electric arc furnaces that contain flammable gases. The individual will help the CSB understand the process conditions before and during the incident so that the CSB can fully analyze the physical cause of the explosion.

#### SCOPE:

##### Consulting on Electric Arc Furnaces that Contain Flammable Gases

The contractor will be required to perform work at his own facilities and perhaps travel to the CSB office in Washington, DC. The tasks to be accomplished by the contractor include:

1. Prepare a report using documents provided by the investigation team combined with original research providing detailed information on past explosions in facilities using electric arc furnaces that contained flammable gases and a list of sources for the information. The incidents could be from facilities that produce chemicals such as calcium carbide, ferrosilicon, ferromanganese, and other materials.
2. Prepare a report providing detailed explanations of the effects of small and large water intrusions on the chemistry and thermodynamics occurring inside electric arc furnaces that contain flammable gases, and in particular electric arc furnaces for producing calcium carbide.
3. Review facts and analysis provided by the CSB investigative team related to the Carbide Industries incident, and prepare a report that analyzes potential explosion scenarios, such as a steam explosion versus a combustion based explosion, to help determine the most probable scenario that occurred in the Carbide Industries incident.
4. Consult with CSB on additional investigation needs related to electric arc furnaces on an "as needed" basis.

### Provide Testimony at CSB Public Meeting

After the analysis period of this contract is completed, the expert(s) may be asked to present testimony at a CSB public meeting. The task to be accomplished by the expert during this period of the contract is listed below:

5. As requested by the Contracting Officer's Representative (COR), prepare and deliver testimony at not more than two CSB public meeting(s) to be held near Louisville, KY, pertaining to the analyses and findings developed by the expert during the analysis period of this contract

Before performing each task, the contractor shall submit to the COR a proposed task work plan describing the contractor's plan and methodology for accomplishing the task. The COR will review the task work plan for conformance with contract objectives and specifications, and may accept or reject, and require resubmission of, the plan. Contractor may be required to coordinate his work with other CSB contractors.

### **DELIVERABLES:**

1. Detailed report(s) are the expected deliverables for tasks 1-3.
2. An informal presentation to the investigation team is expected work product for task 4.
3. A formal presentation with script is the expected final product for task5.
4. Progress reports are also expected (see PROGRESS REPORTS below) throughout the entire period of performance under this contract. The Contractor shall provide written monthly progress reports to the COR. Each report shall include the following information to the extent to which it is applicable for the reporting period:
  - i. Description of progress made during the reporting period on all open tasks, including significant accomplishments; problem areas, if any; and recommendations, if any.
  - ii. Update on resolution of any problems described in previous reports.
  - iii. Notice of any anticipated deviations from previously established technical plans, cost estimates, delivery dates, and/or performance schedules.
  - iv. Summary of tasks finished, and deliverables completed and delivered, during the reporting period.
  - v. Summary of labor hours expended and hourly fees billed, by labor category and in total, for the reporting period
  - vi. Itemized summary of any non-labor costs billed to the CSB for the reporting period

In addition to these progress reports, the Contractor shall promptly report to the COR any noteworthy accomplishments, significant problems, and/or other matters requiring immediate attention. It is particularly important that the Contractor immediately report to the COR any issues that might adversely affect the performance schedule or delivery date for any tasks and/or deliverables, or result in an increase in the estimated cost of completing the work. The COR may ask the Contractor for informal progress updates at any time.

All information collected and created by the contractor will become part of the CSB's case file for the investigation. All written deliverables required by this statement of work shall be in Adobe Acrobat, MS Word, or other MS Office format.

All deliverable will be inspected by the COR and/or Technical Point of Contract for accuracy, conciseness and clarity. If the deliverable meets or exceeds the performance standard the contractor shall receive favorable comments on the Contractor's past performance. If Contractor does not perform requirement in accordance with performance standard unfavorable comments will be documented on Contractor's past performance, and contractor maybe required to re-perform the task at no cost to the government.

**MINIMUM QUALIFICATIONS:**

The expert(s) must have extensive experience with the chemistry and thermodynamics occurring inside electric arc furnaces that contain flammable gases.

**KEY PERSONNEL AND REPLACEMENT PROCESS:**

The Contractor shall provide qualified and skilled personnel to perform the services to be performed under this contract. The Contractor's Key Personnel shall be named at the time of award. CSB reserves the right to request replacement of any personnel who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under this contract is deemed contrary to the best interests of the Government. The COR shall give notice, in writing, to the Contractor's Project POC of such need for substitution. Within twenty-four (24) hours of receipt of notification, the Contractor's Project POC shall provide personnel replacement resumes to the COTR. The COR shall notify the Contractor's Project POC, in writing, if the Contractor provided replacement personnel is/are approved. The COR will notify the Contracting Officer (CO) of the approval, and the CO will issue a modification to formally replace the personnel.

The Contractor shall obtain approval from the COR and CO when the Contractor wishes to substitute personnel. The Contractor's Project POC shall notify the COR and CO in writing stating the circumstances necessitating the proposed substitution of the personnel. In the event a contractor employee is no longer available, CSB will require a replacement contractor employee. The Contractor POC shall provide the COR with resumes of proposed replacement personnel for review and approval at least 15 business days prior to replacement.

The Contractor shall demonstrate the qualifications of prospective substitute personnel are at least equal to those of the personnel being replaced. If the COR approves the replacement, the COR will notify the CO, and the CO will issue a modification to formally replace the personnel. The COR reserves the right to disapprove the proposed substitutes and negotiate with the Contractor for an acceptable replacement.

No diversion in personnel shall be made by the Contractor without the written consent of the COR or CO.

**TIMETABLE:**

Base Period of Performance: Date of Award to March 31, 2013.

**PAYMENT:**

The contractor shall invoice the CSB for payment on a monthly basis, in accordance with the instructions provided in the contract award document. Payment will be authorized upon the COR's determination that the work covered by the invoice has been performed and received, and meets the requirements set forth in this performance work statement.

**CONTRACT TYPE:**

This contract will be based on labor hours plus allowable travel expenses in accordance with the Federal Travel Regulation (FTR), available on the internet at [www.gsa.gov/federaltravelregulation](http://www.gsa.gov/federaltravelregulation). In accordance with the FTR, the contractor must exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. The contractor must submit receipts for all expenses (other than meals and incidental expenses which are covered by the per diem allowance described in the FTR). Any travel that will be in excess of the FTR shall be approved in writing by the COR prior to travel.

Any work performed or expenses incurred by the contractor that are outside the scope of the PWS and/or in excess of the maximum order amount stated in the contract award document shall be at the contractor's sole risk and will not be paid for by the CSB.

## **CONTRACTING OFFICER AUTHORITY:**

In no event shall any understanding or agreement between the Contractor and any government employee other than the appointed Contracting Officer on any contract modifications, change orders, letter or verbal direction (other than direction within the scope of the COR's authority) to the Contractor be effective or binding upon the government. All such actions must be formalized by the proper contract modification executed by the appointed Contracting Officer. The Contractor is hereby put on notice in the event a government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation.

## **CONFIDENTIALITY:**

Prior to commencing performance, the contractor will be required to complete a confidentiality agreement with the CSB.

## **ADDITIONAL TERMS:**

Performance under the contract will be subject to the following additional terms, which are hereby incorporated into the contract:

### 1. Public Release of Information

The contractor shall submit any proposed public release of information pertaining to its work for the CSB to the General Counsel of the CSB for approval prior to release. No such information shall be released by the contractor without prior written approval from the CSB General Counsel.

### 2. Personnel Security Requirement

The contractor shall complete and sign a non-disclosure agreement as a condition for granting the contractor access, or potential access, to trade secret and confidential business information.

### 3. Contractor Testimony

The contractor shall immediately report to the General Counsel of the CSB any and all requests for the testimony of the contractor, and/or its personnel, and any intention to testify as a witness relating to: (a) any work required by and/or performed for the CSB; (b) any information or data produced by the contractor in the course of its work for the CSB; or (c) any information provided by any individual or entity to assist the contractor in performing work for the CSB. All requests for testimony of the contractor that fall within the scope of 40 C.F.R. part 1611 shall be handled in accordance with the provisions of that regulation.

### 4. Organizational Conflicts of Interest

a. Contractor, its personnel, and any other person or entity performing work for Contractor on behalf of the CSB, shall execute a certification of non-conflict of interest. Such executed certification constitutes the signatory's acknowledgement that he/she has read and understands the requirements of this clause and agrees to abide by its terms.

b. Contractor and its personnel performing work for the CSB under this contract should not be placed in a conflicting role because of current or planned interests (whether financial, contractual, organizational, or otherwise), which relate to the work performed under this contract, nor should Contractor obtain an unfair competitive advantage over other parties by virtue of its performance under this contract.

c. Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or in the alternative, warrants that it has fully disclosed all such relevant information. Additionally, during the period of performance under this contract, Contractor agrees to forego entering into any other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. Contractor shall ensure that all agents, employees, and subcontractors retained for any purpose under this contract abide by the provisions of this entire clause. If Contractor has reason to believe, with respect to itself or any of its agents, employees, or subcontractors, that any proposed contractual arrangement with any firm or

organization may involve a potential conflict of interest, Contractor shall obtain the written approval of the Contracting Officer and the General Counsel of the CSB before the execution of such contractual arrangement.

d. Contractor further agrees that if, after it commences work for the CSB, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer and the General Counsel of the CSB. It is agreed that this disclosure will include a description of the action that Contractor has taken or proposes to take to avoid or mitigate the conflicts. Contractor shall continue performance until notified by the Contracting Officer of any contrary and/or supplemental action to be taken.

e. It is the specific responsibility of Contractor to ensure that any and all subcontractors, and any subcontractors' employees, are free from conflicts of interest. Contractor warrants that no subcontractors already identified, or any of their subcontractors' employees, have an identifiable conflict of interest. It is further agreed that, in the event a conflict of interest is discovered after award of the subcontract, the same rules for disclosure, and all of the same remedies open to the CSB, described below, remain binding. Contractor further agrees to insert in each subcontract or agreement done in furtherance of this contract, provisions which shall conform substantially to the language of this entire clause.

f. During the six-month period of performance under this contract, and for six months thereafter, Contractor and its personnel specifically agree not to represent, assist, be employed by, or otherwise perform any services or functions in connection with the March 21, 2011, Carbide Industries LLC explosion for Carbide Industries LLC; or for: the agents, insurers, or successors in interest of Carbide Industries LLC (but only to the extent that work for such agents, insurers, or successors in interest would pertain to the March 21, 2011, explosion); or for any other governmental entity that is investigating the March 21, 2011, explosion; or for any other entity or individual that is the subject of an open CSB investigation (but only to the extent that work for such entity or individual would pertain to the subject matter of the CSB investigation). The contractor personnel performing work for the CSB under this contract also agree that, during the six-month period of performance under this contract, they will not represent, assist, be employed by, or otherwise perform any services or functions in any capacity for Carbide Industries LLC; or for the agents, insurers, or successors in interest of Carbide Industries LLC (but only to the extent that work for such agents, insurers, or successors in interest would pertain to the March 21, 2011, explosion).

g. Notwithstanding the immediately foregoing prohibitions, the Contracting Officer and the General Counsel of the CSB may authorize Contractor to solicit or perform this general type of work if the Contracting Officer and the General Counsel determine that the situation will not pose a potential for bias or unfair competitive advantage, and they approve of the proposed solicitation or work.

h. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant conflicts of interest required to be disclosed concerning this contract, or for such erroneous representations that necessarily imply bad faith, the CSB may terminate the contract for default, disqualify Contractor from subsequent contracts, and pursue other remedies permitted by law or this contract. Notwithstanding these remedies, however, the CSB may always terminate the contract for convenience, in whole or in part, if termination is in the best interests of the government.

##### 5. Proprietary Rights

The contractor agrees that all property rights, including publication rights, in the information and materials produced by the contractor for the CSB shall vest in the government. Information and materials shall include, but not be limited to: progress reports, source data, plans, systems analyses, reports, extracts, test data, and procedures. The contractor shall not publish any of the results of its work for the CSB without the prior written approval of the General Counsel of the CSB.

## Instructions to Offeror

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation:

Technical and past performance factors, when combined are more important than price factors alone. However, as the quality of the technical proposals increases, price factors will become increasingly more important.

Proposals are due by the date and time in block 10 of the SF18 and shall be sent to [contracts@csb.gov](mailto:contracts@csb.gov) to the attention of Amy McCormick with subject line: "Electric Arc Furnace Subject Matter Expert".

(a) Price Proposal:

- Provide a fully loaded, firm fixed labor hour rate.
- Provide cost for other services not covered under the labor rates (other direct cost)
- Provide estimated travel cost for the trips indicated on Item 0005, break down cost per trip.

(b) Non-Price Proposal Evaluation Factors:

- **Technical (Technical proposal shall be limited to 20 pages including cover page; any pages after page 20 will not be evaluated.)**
  1. **Methodology:** The offer shall provide a detailed plan for carrying out the services as described in the PWS. This plan must demonstrate how the offeror will use sound business practices, qualified people, in-depth know how and knowledge, technology, and communication skills to carry out the tasks listed in the PWS. The technical approach will be evaluated based on logic, efficiency, organization, and the demonstration of the offeror's ability to effectively perform services to meet the CSB's requirements, as described in the PWS.
  2. **Offeror Experience:** Key personnel shall be evaluated for experience in providing the tasks described in the performance work statement, to governmental and/or private entities. This part of the proposal must specifically describe the offeror's experience, and that of its key personnel, that meets each of the Minimum Qualifications stated in the PWS. The offeror's experience (including the experience of its key personnel), as described in its proposal, will be evaluated based upon relevance (i.e., the degree to which the offeror's (and its key personnel's) prior work is similar to the tasks described in the CSB PWS and demonstrates that the offeror (and its key personnel) meet the Minimum Qualifications stated in the PWS.)
- **Past Performance:** The offeror shall provide samples of three similar projects that the firm has completed. Include the client, name of a contact person, phone number, and email address, who is able to provide a reference, a description of the nature of the work, size and complexity of the projects, and the contract amount.

References will be contacted and their responses will be evaluated based upon the timeliness (i.e., degree to which the offeror promptly responded to and fulfilled client service requests), quality (i.e., degree to which clients were satisfied with the offeror's service), responsiveness (i.e., degree to which the offeror's services met the client's requirements), and relevance (i.e., degree to which the offeror's prior work is similar to that described in the PWS).