

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER CSB-1125-14-0036		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER RFQ-CSB-14-0048		6. SOLICITATION ISSUE DATE 09/17/2014
7. FOR SOLICITATION INFORMATION CALL:		a. NAME AMY MCCORMICK			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 09/22/2014 1700 ET
9. ISSUED BY US Chemical Safety Board 2175 K St NW Suite 400 Washington DC 20037			CODE CSB	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS: 561410 SIZE STANDARD: \$14.0
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CSB CHEMICAL SAFETY & HAZARD INVESTIGAT 2175 K STREET, NW SUITE 400 WASHINGTON DC 20037-1809		CODE CSB	16. ADMINISTERED BY CSB 2175 K. St. NW Suite 400 Washington DC 20037		CODE CSB	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Credit Card Vendor: NO Period of Performance: 09/24/2014 to 10/03/2014 Technical Editor This is a combined synopsis/solicitation for commercial items prepared in accordance with FAR 12.6. This announcement constitutes the only solicitation, and quotes are being requested. This solicitation document and incorporated <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i> 			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				AMY M. MCCORMICK		9/17/2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>provisions and clauses are those in effect through Federal Acquisition Circular 2005-75.</p> <p>This action is a set-aside 100% for small business. An offeror must be actively registered in the System for Award Management (www.SAM.gov) as a small business at the time of award to accept an award.</p> <p>The government intends to award a firm fixed price contract for the work described in the PWS. An award will be made on a best value basis. The government intends to make an award without negotiations but reserves the right to conduct negotiations should the need arise.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

INSTRUCTIONS TO OFFEROR

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

Technical factors 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 September 22, 2014 at 5:00 pm ET and shall be sent to the attention of Amy McCormick at contracts@csb.gov.

An offeror must submit each of the following as part of a complete proposal package. Each section (a, b, and c) must be independent of one another and there must be no duplication of information anywhere.

The total written proposal package including cover page, price proposal, and technical approach may not exceed 5 pages in length (single or double spaced, 10-point font minimum).

Representations and certifications will not be counted in the total page count.

(a) Cover Page including the following information at minimum:

- Company Name as it appears at www.SAM.gov,
- Company DUNS Number, and
- Company Point of Contact (POC) for this acquisition including name, title, phone number, and email address.

(b) Price Proposal:

- Provide a fully-loaded, firm fixed price for technical editing review as described below and in accordance with the timetable provided below.

(c) Non-Price Proposal Evaluation Factor:

- **Technical Approach:** The offeror 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 knowledge, technology, and communication skills to carry out the tasks listed in the PWS. The offeror must designate personnel with qualifications who will be assigned to this contract. The technical approach will be evaluated based on logic, efficiency, organization, and the demonstration of the offeror's ability to effectively perform services that meet the CSB's requirements, as described in the PWS.
- **Résumé:** The offeror shall provide a résumé for the individual proposed to complete the review.

Weighted Evaluation Criteria

(a) Technical Approach	40
(b) Résumés	40
(c) Price Proposal	20
TOTAL WEIGHT POINTS AWARDED	100



PERFORMANCE WORK STATEMENT

Technical Editing and Proofreading

BACKGROUND:

The Chemical Safety and Hazard Investigation Board (CSB) is an independent federal agency with the mission to investigate serious chemical accidents and to recommend measures to prevent future accidents. The CSB is a scientific and technical advisory organization; it is not an enforcement or regulatory body. Established by the Clean Air Act Amendments of 1990, the CSB is responsible for determining the probable causes of incidents, issuing safety recommendations, and studying chemical safety issues. Section 112 (r) (6) (G) of the Clean Air Act prohibits the use of any conclusions, findings, or recommendations of the CSB relating to any chemical incident from being admitted as evidence or used in any lawsuit arising out of any matter mentioned in an investigation report. Congress modeled the CSB after the National Transportation Safety Board (NTSB), which investigates aircraft and other transportation accidents for the purpose of improving safety. Like the NTSB, the CSB makes public its actions and decisions through investigation reports, safety studies, safety recommendations, special technical publications, and statistical reviews.

CSB investigators are responsible for the substantive writing of the agency's investigation products (i.e., reports, case studies, etc.). However, the writing skill level of the CSB's investigators varies greatly, and many require some degree of assistance in the finalization of written investigation products.

OBJECTIVE:

The objective of this solicitation is to obtain the technical writing and editing services of a contractor to conduct thorough editorial reviews of a draft technical investigation report. The draft report is anticipated to be approximately 42,000 words in length including diagrams, appendices, and references. The draft report will address several technical and public policy issues related to refinery operations, occupational safety, and international regulations. The contractor will be required to sign confidentiality and conflict of interest agreements prior to beginning work.

SCOPE:

The contractor shall conduct a thorough review of the CSB's draft report and provide the investigation team with editing and comments. The contractor shall perform the following specific tasks:

- **Technical Editing.** The contractor shall conduct a comprehensive edit of the draft document. The review shall address the following:
 - Logical progression of the document content.
 - Repetition, overlapping, or contradictory content.
 - Use of plain English writing style accessible to a broad audience that retains the background and the core content of technical research and analysis from the draft documents.
 - Effective use of graphics and photos.
 - Proper use of research citations in accordance with the American Chemical Society (ACS) style and the Bluebook legal system.

DELIVERABLES:

The CSB will provide a draft copy of the document to the contractor in Microsoft Word format. The contractor will provide two versions of the edited report in MS Word following each review. The first version shall contain all edits and comments reflected in “track changes” and the second shall incorporate all accepted changes.

TIMETABLE:

The period of performance for this contract will be 5 business days from the date of award.

PROGRESS REPORTS:

Due to the short turnaround for reviews, formal progress reports are not required. However, the Contractor shall promptly report to the COR any 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.

CONTRACT TYPE:

This will be a firm fixed price contract.

PAYMENT:

The contractor shall invoice the CSB after each review is completed.

Payment will be authorized upon receipt of an invoice and upon the COR's determination that the work covered by the invoice has been performed in accordance with all contract requirements.

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:

Upon award of this contract, the contractor and its personnel assigned to perform work for the CSB will be required to execute a confidentiality agreement with the CSB.

ADDITIONAL TERMS:

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

1. Public Release of Information

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 Contractor without prior written approval from the CSB General Counsel.

2. Personnel Security Requirement

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

3. Contractor Testimony

Contractor shall immediately report to the General Counsel of the CSB any and all requests for the testimony of 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 Contractor in the course of its work for the CSB; or (c) any information provided by any individual or entity to assist Contractor in performing work for the CSB. All requests for testimony of Contractor and/or its personnel 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 understood 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 term of 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, the 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 period of performance under this contract, Contractor specifically agrees not to represent, assist, be employed by, or otherwise perform any services or functions for the entities that are the subject of the publications upon which Contractor is working.

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 that the Contracting Officer and the General Counsel of the CSB 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

Contractor agrees that all property rights, including publication rights, in the information and materials produced by 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. 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.

Commercial Items Terms and Conditions

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Items (JAN 2014).

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

x (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

x (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

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

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

x (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).

x (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

x (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (11) [Reserved]

___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Oct 2001) of [52.219-9](#).

___ (iii) Alternate II (Oct 2001) of [52.219-9](#).

___ (iv) Alternate III (Jul 2010) of [52.219-9](#).

___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).

___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).
- _x_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- _x_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- _x_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- _x_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- ___ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- ___ (iv) Alternate III (Nov 2012) of [52.225-3](#).
- ___ (41) [52.225-5](#), Trade Agreements (NOV 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (44) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (45) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (46) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (47) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

x (48) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (49) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (50) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).

___ (51) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (52)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[*Contracting Officer check as appropriate.*]

___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

x (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

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

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351, et seq.](#)).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351, et seq.](#)).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351, et seq.](#)).

(xii) [52.222-54](#), Employment Eligibility Verification (AUG 2013).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

Instructions: This form must be completed and signed before work commences by an authorized representative of the corporate entity. The form on the next page must be completed by all personnel on the entity. If this is a sole proprietorship, the contractor should mark the sole proprietorship box in this form and need not fill out the form on the second page if the sole proprietor will be the only individual working on the contract.

CERTIFICATION OF NON-CONFLICT OF INTEREST
FOR CONTRACTOR ENTITY

I, _____ certify that I am a duly authorized representative of _____, a

- Check one:**
- LP
 - LLC
 - Sole Proprietor
 - Other _____

I have read, understand, and am authorized to bind, by my signature below, _____, to comply with the provisions of the “Organizational Conflicts of Interest” clause in the Additional Terms of the contract that _____, has entered into with the Chemical Safety and Hazard Investigation Board (CSB).

I further certify that _____, (“the firm”) does not now have, nor do I anticipate that it will have during the period of performance of the contract, any relationship (financial, contractual, organizational, or other) with *any* individuals or organizations that would impair the firm’s objectivity to perform work for the CSB in relation to the CSB’s Chevron Richmond Refinery investigation. Without limiting the preceding general certification, I specifically certify, as of the date below, that the firm does not have, nor do I anticipate that it will have, any conflict of interest regarding its work for the CSB as a result of any relationship with the following entities or individuals: Chevron USA

For Contractor:



Signature

Name

Date

CERTIFICATION OF NON-CONFLICT OF INTEREST
FOR CONTRACTOR PERSONNEL

I, _____, certify that I have read, understand, and agree to be bound by the “Organizational Conflicts of Interest” clause in the Additional Terms of the contract that _____ has entered into with the Chemical Safety and Hazard Investigation Board (CSB).



I further certify that I do not now have, nor do I anticipate that I will have during the period of performance of the contract, any relationship (financial, contractual, organizational, or other) with *any* individuals or organizations that would impair my objectivity to perform work for the CSB in relation to the CSB’s Chevron Richmond Refinery investigation. Without limiting the preceding general certification, I specifically certify, as of the date below, that I do not have, nor do I anticipate, any conflict of interest regarding my work for the CSB as a result of any relationship with the following entities or individuals: Chevron USA

Signature

Name

Date

AGREEMENT BETWEEN THE CHEMICAL SAFETY AND HAZARD INVESTIGATION BOARD AND _____ REGARDING THE PROTECTION AND NON-DISCLOSURE OF TRADE SECRET AND CONFIDENTIAL BUSINESS INFORMATION AND OTHER INVESTIGATIVE INFORMATION

The Chemical Safety and Hazard Investigation Board (hereinafter "CSB"), represented by its undersigned official, and _____ (hereinafter "Contractor") to the CSB, represented by its undersigned official, the parties hereto, mutually agree to abide and be bound by the terms and conditions set forth below:

1. As evidenced by the signature below and as consideration for the fee to be paid by the CSB for Contractor's services, Contractor swears and agrees that it shall not disclose, except to CSB employees (those persons subject to 18 U.S.C. § 1905) or authorized CSB contractors/subcontractors, any information it obtains during the course of its work for the CSB that Chevron USA has designated as a trade secret or confidential business information. Contractor further agrees that the work product it creates for the CSB is solely the property of the CSB, and that it shall not disclose such work product except to CSB employees or authorized CSB contractors/subcontractors, present it in any format at meetings or conferences, or publish or otherwise disclose it in any form without specific written permission from the CSB.
2. As evidenced by the signature below and as consideration for the fee to be paid by the CSB for Contractor's services, Contractor further swears and agrees that it shall not disclose, except to CSB employees or authorized CSB contractors/subcontractors, any information it obtains during the course of its work for the CSB, that describes, explains, or otherwise relates to the CSB's

investigation of the _____ or the CSB's general investigative methods, techniques, or strategies.

3. The parties to this agreement expressly intend that Chevron USA and hereby is made, a third-party beneficiary of the trade secret/confidential business information non-disclosure provisions in paragraph "1." of this agreement. In the event of a breach of those provisions, Chevron USA will have the right to seek damages and any other appropriate relief against Contractor using whatever action at law or equity it deems appropriate.
4. As evidenced by the signature below, Contractor acknowledges that violation of the provisions of this agreement may result in the termination of its contract with the CSB for default and/or the pursuit of other remedies to which the CSB may be entitled for breach of this agreement.
5. The parties to this agreement intend that the persons affected by the provisions herein include the CSB, its employees, representatives, and anyone acting on its behalf; Contractor, its employees, representative, and anyone acting on its behalf; and Chevron USA and its corporate parents, subsidiaries, buyers, or successors in interest.
6. This agreement does not apply to any information that is known to the public prior to the date Contractor signs this agreement, or that independently, without any action by Contractor, becomes known by the public after that date, or is already known by Contractor, from a source other than the CSB, prior to that date.

7. This agreement, including all terms, conditions, promises, and covenants contained herein, is hereby extended to specifically and personally bind the employee(s) of Contractor who will be performing work for the CSB. By the signature(s) below, the named employee(s) of Contractor agrees to abide and be bound by the terms, conditions, promises, and covenants contained in this agreement.

For the Contractor:

For the Chemical Safety and Hazard Investigation Board:

Signature

Name

Name

Title

Contracting Officer's Representative
Title

Date

Date

Employee(s) specifically and personally bound:

Name [print and sign]

Date

Name [print and sign]

Date

Name [print and sign]

Date