

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER CSB-00140-12-0001		PAGE OF 1 2	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER CSB-12-RFQ-0009		6. SOLICITATION ISSUE DATE 06/11/2012
7. FOR SOLICITATION INFORMATION CALL:		a. NAME AMY MCCORMICK			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 06/19/2012 1400 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"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541690 SIZE STANDARD: \$7.0			
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 CHEMICAL SAFETY 2175 K STREET, NW SUITE 400 WASHINGTON DC 20037-1809		CODE CHEMICAL SAFETY		16. ADMINISTERED BY CSB 2175 K. St. NW Suite 400 Washington DC 20037		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input 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
	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. Questions shall be submitted to contracts@csb.gov by Tuesday, June 19, 2012 at 2:00 pm EDT to the attention of Amy McCormick. Quotes shall be submitted to contracts@csb.gov , attention Amy McCormick, by the date and time <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 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 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		6/11/2012	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>specified in box 8 of this RFQ.</p> <p>Credit Card Vendor: NO Delivery: 1 Days After Award Period of Performance: 06/25/2012 to 01/31/2013</p> <p>THIS CONTRACT WILL BE AWARDED BY AMY MCCORMICK. THE PERIOD OF PERFORMANCE STARTS FROM THE DATE OF THE AWARD THROUGH JANUARY 31, 2013.</p> <p>STORAGE TANK OVERFILL PROTECTION CONSULTING SERVICES</p> <p>Consultant on Petroleum Storage Tank Overflow Prevention</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>)	42d. TOTAL CONTAINERS

Performance Work Statement

Tank Overflow Prevention Support for Caribbean Petroleum (2010-02-I-PR)

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 October 23, 2009, at approximately 12:23 AM, a 5,000,000 gallon atmospheric storage tank overflowed gasoline into a dike at Caribbean Petroleum while being filled. The overflow created a gas plume that spread throughout the tank farm. The plume ignited resulting in an explosion and fire that lasted 2.5 days. Neighboring communities were evacuated and a state of emergency was declared for Puerto Rico. No one was injured.

The CSB deployed a team of investigators to investigate the incident on October 23, 2009. Staff attrition and other investigative priorities postponed this investigation until January 2012, when a new team was dedicated to complete the investigation. The new team is currently analyzing the documents and equipment involved in the incident to complete its root cause assessment of the incident. Additionally, the team is conducting an evaluation of regulatory requirements and industry standards pertaining to atmospheric overfilling prevention.

OBJECTIVE:

The objective of this procurement is to obtain the services of a recognized industry expert with expertise in aboveground atmospheric tanks to review documents, provide guidance on the technical aspects and industry standards and advise on safety instrumented systems pertaining to overfill prevention in addition to providing expert review of the final report.

SCOPE:

The atmospheric tank overflow expert will review evidence, analyze data from the incident and from industry associations, and provide expert advice on tank overflow prevention. The specialized nature of the review and need for the review to be conducted in a timely manner necessitate the services of an individual familiar with atmospheric tank overflow prevention, incident investigation, relevant industry standards, data analysis, safety management systems, the Buncefield investigation and safety instrumented systems.

Research to be conducted and documents to be reviewed include:

- Previous tank terminal incidents
- Interview transcripts
- Terminal specifications
- Safety Instrumented Systems addressing tank terminals in the United States
- Consensus standard and regulatory analyses
- Photos and other evidence

DELIVERABLES:

1. Prepare a written report. Include a written analysis (technical opinion) of the report information and data provided, including any opinions related to failure mode of equipment involved in the incident under investigation.
2. Review facts and analysis provided by the CSB investigative team related to the Caribbean Petroleum 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 Caribbean Petroleum incident.
3. Prepare a written review of the CSB draft investigation report and provide an Excel spreadsheet with an explanation of comments. The scope of the review should include checking for (a) factual errors, (b) research citation errors, (c) conclusions not supported by the evidence presented in the report, (d) value of the recommendations in preventing recurrence, (e) other issues. The written summary of comments should include categorization as high, medium, and low priority, and an electronic markup of the report draft.
4. Consult with CSB on additional investigation needs related to tank design and operation, and tank overfill prevention 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 CSB public meeting(s) pertaining to the analyses and findings developed by the expert during the analysis period of this contract. The CSB anticipates one public meeting near San Juan, Puerto Rico.

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.

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 performance work statement shall be in Adobe Acrobat, MS Word, or other MS Office format.

TIMETABLE:

The contractor shall commence work upon receiving notice of contract award from a government Contracting Officer, followed by further instructions from the COR. The period of performance will begin when the contract is awarded and continue through January 31, 2013.

CONTRACTOR RESPONSIBILITY:

The proposed contract will not create an employer-employee relationship between the CSB and the contractor. The contractor is solely responsible for determining the methods by which they perform the tasks and produces the deliverables required by this contract, in accordance with the specifications established in this Performance Work Statement. The COR will provide technical direction and monitor the quality of the contractor's performance, but the contractor will not otherwise be subject to supervision by any U.S. Government employee. The contractor shall not perform any personal services.

MINIMUM QUALIFICATIONS:

The expert must have extensive experience with:

- Aboveground storage tanks
- Developing industry standards specific to aboveground storage tanks
- Safety instrumented systems
- Technical understanding of aboveground tank overflow prevention safeguards
- Safety lessons learned from previous tank terminal accidents
- Safety management systems
- API 2350 and API 653
- Buncefield investigation

and be familiar with:

- CSB accident investigations

- Current regulatory standards and requirements
- Existing and emerging technologies in aboveground tank overfill prevention

PROGRESS REPORTS:

No formal progress reports will be necessary in executing this contract, however 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.

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. 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 period of performance under this order, Contractor specifically agrees not to represent, assist, be employed by, or otherwise perform any services or functions for Caribbean Petroleum Trust; Puma Energy; or for any other entity or individual that is the subject of an open CSB investigation. Contractor also agrees not to represent, assist, be employed by, or otherwise perform any services or functions for Caribbean Petroleum Trust; Puma Energy; or for those firms' agents, insurers, or successors in interest (but only to the extent that work for such agents, insurers, or successors in interest would pertain to the October 23, 2009 incident) for a period of six months after the end of the period of performance under this order. Additionally, if Contractor performs work for the CSB under this order at the site of an official CSB investigation, Contractor agrees not to solicit work at that site from the entity or individual being investigated for a period of six months after the issuance of the final CSB report on that investigation.

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 to the attention of Amy McCormick with subject line: "Aboveground Storage Tank 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 15 pages including cover page; any pages after page 15 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).

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.

(End of provision)