



# U.S. Chemical Safety and Hazard Investigation Board

**SUBJECT: ACQUISITION OF SUPPLIES AND SERVICES**

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1. **PURPOSE.** This directive establishes the Chemical Safety and Hazard Investigation Board's (CSB) policy and procedures for the acquisition of supplies and services.
2. **EFFECTIVE DATE.** This directive is effective as of December 27, 1999.
3. **INTERNAL REVIEW.** The office of primary involvement (OPI) shall review this directive every two years.
4. **RESPONSIBILITIES.**
  - a. **Requestor.** The requestor is responsible for identifying supplies and services that are required to fulfill an agency need. The requestor is responsible for preparing a purchase request and supplying all the supporting documents to the appropriate CSB officials for approvals so the acquisition can be made. The requestor is responsible for preparing and submitting a receiving report immediately upon receipt of the supplies or services.
  - b. **Funding Official.** The Funding Official, usually an Office Director, is responsible for reviewing the purchase request and approving the purchase as necessary to fulfill an agency need. The Funding Official's approval also certifies there are sufficient funds committed in the Funding Official's budget for the acquisition. The Funding Official is also responsible for recommending a Contracting Officer's Technical Representative for the acquisition should one be required.
  - c. **Budget Officer.** The Budget Officer is responsible for reviewing purchase requisitions and certifying that appropriated funds are available to the CSB for the acquisition.
  - d. **General Counsel.** The General Counsel is responsible for the timely review and disposition of purchase requests for services to ensure they are not for personal services and that they are not for inherently governmental functions. The General Counsel is also responsible for determining if the Statement of Work is sufficiently detailed so that remedy will be available to CSB if the contractor fails to perform. Finally, the General Counsel is responsible for identifying any confidentiality agreements or contractor certifications that are required before a contract can be awarded.
  - e. **Chief Information Officer.** This individual is responsible for the timely review and disposition of all purchase requests for information technology supplies and services. The Chief Information Officer determines if the request is compatible with the CSB information technology infrastructure and strategic plan. The Chief Information Officer also determines if the requested supplies or services are appropriate for satisfying the requirement, and for recommending alternatives if the request is not appropriate.

- f. **Acquisition Official.** The Acquisition Official, usually the Executive Officer, is responsible for processing approved purchase requests. The Acquisition Official acquires supplies or services of \$2,500 or less. Requests for supplies or services over \$2,500 are submitted by the Executive Officer to the Bureau of Public Debt so their Procurement Staff can make the acquisition.
- g. **Contracting Officer's Technical Representative (COTR).** The COTR represents the requesting office in the procurement process, and responsibilities depend upon the nature of the supplies/services to be acquired. The COTR is also responsible for inspecting the deliverables upon receipt and accepting or recommending rejection of them. The COTR must immediately follow the rejection procedures outlined in this directive if recommending rejection of the deliverable. A CSB staff member must attend formal COTR training to serve as a COTR. The COTR does not have the authority to extend, modify, or terminate a contract; only the Contracting Officer is authorized to take these actions. If the COTR acts outside his or her authority, the COTR may be held personally liable for the unauthorized commitment(s) and for reimbursing the government for any resulting costs.
5. **ADDITIONAL INFORMATION.** The Executive Officer is responsible for this directive.
6. **REFERENCES.**
- a. Federal Acquisition Regulations (FAR), Chapter I of Title 48, Code of Federal Regulations (See <http://www.arnet.gov/far/>).
- b. Office of Management and Budget (OMB) Circular A-76, Performance of Commercial Activities (See <http://www.whitehouse.gov/OMB/circulars/a076/a076.pdf>).
- c. The Acquisition Reform Network maintains a website with federal acquisition guidance (See [www.arnet.gov](http://www.arnet.gov)).
- d. The Bureau of Public Debt's Administrative Resource Center maintains a website with federal acquisition guidance (See <http://webfs.publicdebt.treas.gov/fs/fsrproc.htm>).
7. **DEFINITIONS.** The following words and terms are used throughout this directive as defined below, unless the context in which they are used clearly requires and provides a different definition.
- a. **Acquisition** means the purchase of supplies or services by contract with appropriated funds. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing,

contract performance, contract administration, and those technical and management functions necessary to fulfill an agency need by contract.

- b. **Acquisition Authority** means the right to contract or purchase supplies and services. The Chief Operating Officer appoints CSB staff in writing with this authority. (See Attachment A for examples of Certificates of Appointment). Generally, CSB staff will be authorized to make acquisitions with an aggregate cost of \$2,500 or less using the micro-purchase acquisition procedures, and Procurement Staff from the Bureau of Public Debt will have acquisition authority for supplies and services over \$2,500.
- c. **Aggregate Costs** are the reasonable foreseeable financial requirements for an acquisition. Authorized CSB staff may make acquisitions with an aggregate cost of \$2,500 or less using the micro-purchase acquisition procedures. If the aggregate costs exceed \$2,500 the acquisition must be made by authorized officials from the Bureau of Public Debt, through an interagency acquisition, or by authorized CSB staff using emergency acquisition procedures. A purchase *may not* be broken down into several purchases of \$2,500 or less merely to permit the use of micro-purchase acquisition procedures.
- d. **Bureau of Public Debt** provides procurement services for acquisitions with aggregate costs of over \$2,500. Information on the Bureau of Public Debt is available on their website (<http://webfs.publicdebt.treas.gov/fsuscshib.htm>).
- e. **Contract** means a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them. All contracts, and all modifications to the contracts, must be in writing.
- f. **Contract Acquisition** is the process of acquiring supplies or services over \$100,000 or in excess of the maximum order limit on General Services Administration's (GSA) Federal Supply Schedule. A formal contract is required for these acquisitions, so the Requestor will work closely with procurement officials from the Bureau of Public Debt to ensure that full and open competition requirements are satisfied. It may take up to 3 months to award a formal contract.
- g. **Contracting Officer** means a person with the authority to enter into, administer, and/or terminate contracts, and make determinations and findings related to the contracts. This authority resides in the Bureau of Public Debt, which provides procurement services through its Administrative Resource Center.
- h. **Contracting Officer's Technical Representative (COTR)** is the individual, recommended by the Funding Official and appointed by the Contracting Officer, who is responsible for providing technical direction and monitoring the performance of the contract after award. The COTR serves as the liaison between the contractor and the government, to ensure enforcement of the terms of the contract. The COTR is responsible for inspecting and accepting or recommending

rejection of the deliverables. The COTR **does not** have the authority to extend, modify, or terminate a contract.

- i. **Federal Acquisition Regulations (FAR)** are the primary regulations for use by all Federal Executive Branch agencies in their acquisition of supplies and services with appropriated funds.
- j. **Federal Internet Requisition System (FIRST)** is an on-line purchase request system. It is used by the Bureau of Public Debt to process CSB requisitions for supplies and services. FIRST has a web-based interface that allows individuals to electronically prepare purchase requests. It also allows individuals to prepare and submit receiving reports to the Bureau of Public Debt when supplies and services are received. *(The user manual for FIRST is available on the Bureau of Public Debt's website.)*
- k. **Federal Supply Schedule** program is administered by the GSA. Under the program, GSA enters into government-wide contracts with commercial firms to provide a wide variety of supplies and services at stated prices for given periods of time. Orders are placed directly with the schedule contractor, and deliveries are made directly to the customer. Additional information on this program can be found at <http://pub.fss.gsa.gov>.
- l. **Funding Authority** is the right of an individual to approve the commitment of funds for a purchase request. The Chairman and CEO delegates this authority to CSB staff in writing (*see Attachment B* for an example). The Funding Official's approval certifies that the purchase is necessary to fulfill an agency need and that there are funds in the Funding Official's budget committed for the acquisition.
- m. **Government-wide Contracts** are contracts entered into by other federal entities that the CSB may use to obtain supplies or services. Government-wide contracts allow CSB to expediently acquire supplies and services, and may result in cost savings.
- n. **Inherently Governmental Functions** are functions that are so intimately related to the public interest as to mandate performance by government employees. OMB Circular A-76, Performance of Commercial Activities, provides further guidance on this issue. (*See <http://www.whitehouse.gov/OMB>*)
- o. **Interagency Acquisitions** are agreements between the CSB and other federal entities to obtain supplies or services from those other entities. The supplies or services may be provided directly by the other entity, or may be provided through a contract between the other federal entity and a third party. Interagency acquisitions allow the CSB to expediently acquire supplies and services, and may result in cost savings to the CSB.

- p. **Market Research** means collecting and analyzing information about about capabilities within the market to satisfy agency needs. (See FAR Part 10 for guidance on conducting market research.)
- q. **Micro-purchases** are acquisitions, other than construction, whose aggregate costs are \$2,500 or less. The micro-purchase threshold for construction is \$2,000 or less. Micro-purchases are made by CSB staff with acquisition authority.
- r. **Personal Services Contracts** are contracts that, by express terms or as administered, make the contractor personnel appear, in effect, government employees. The government is normally required to obtain its employees by direct hire under competitive appointment or other procedures required by the civil service laws. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services by contract. (See FAR Section 37.104 for additional guidance.)
- s. **Purchase Description/Specification** means a description of the essential physical characteristics and functions of supplies required to meet the CSB's minimum needs. It includes a description of the technical requirements for a material, product, or service that identifies the criteria for determining whether these requirements are met. Specifications shall state only the CSB's actual minimum needs and shall be designed to promote full and open competition, i.e., brand names will not be specified in a purchase description unless that brand is absolutely necessary and justified to satisfy the needs of the government.
- t. **Purchase Request** is the document used to request supplies or services. For acquisitions of \$2,500 or less it is a memorandum (and supporting documentation) submitted to the appropriate CSB officials. For acquisitions over \$2,500 the purchase request is prepared electronically using FIRST, and the requestor also submits a transmittal memorandum (and supporting documentation) to the appropriate CSB officials for approval.
- u. **Purchase Order** is an offer by the CSB to buy certain supplies or nonpersonal services and construction from commercial sources, upon specified terms and conditions, the aggregate amount of which does not exceed the simplified acquisition limit. Purchase Orders are prepared by authorized officials from the Bureau of Public Debt.
- v. **Ratification** is the act of an official with acquisition authority approving an unauthorized commitment. A request for ratification must be submitted to and approved by the Chief Operating Officer before procurement package can be processed. Only a Contracting Officer has the authority to ratify an unauthorized commitment.

- w. **Receiving Reports** are prepared for purchases made through the Bureau of Public Debt. . This report is prepared using the FIRST system. (See the FIRST user's manual available on the Bureau of Public Debt's website for additional guidance.)
- x. **Simplified Acquisition** is the process of acquiring supplies and services in the amount of \$100,000 or less. Simplified acquisitions also include items acquired through the GSA's Federal Supply Schedule up to the maximum order quantity.
- y. **Sole Source Acquisition** means a contract for the purchase of supplies or services after soliciting and negotiating with only one source. In order to approve a sole source acquisition, the requestor of the supplies or services must prepare a written justification as to why only one source of the supply or services will satisfy the needs of the government. (See FAR Part 6 for additional guidance.)
- z. **Statement of Work** is a clear, concise, and legally correct statement of the results to be achieved by the contractor. At a minimum, the statement of work identifies the tasks to be performed, the deliverables to be received, the timetable for delivery, contractor progress reports if required by CSB, and payment information.
- aa. **Supplies** mean all property, except land or interest in land. Supplies include (but are not limited to) buildings and facilities, ships, vessels, aircraft and aircraft parts, accessories, equipment, machine tools, and the alteration or installation of any of the above.
8. **POLICY.** Acquisitions of supplies, equipment, and services shall be made in accordance with the FAR and this directive. All CSB staff can request the purchase of supplies and services. A Funding Official must approve the purchase request as necessary to fulfill an agency need. The approval also certifies there are sufficient funds committed in the official's budget for the acquisition. Once the Funding Official has approved the request, the Budget Officer must approve the request to certify that appropriated funds are available for the acquisition. The General Counsel must approve all requests for services to ensure they are not for personal services or for functions that are inherently governmental. If the planned acquisition is for a supply or service related to information technology, the Chief Information Officer must also approve the request. Once a request has received all approvals the Acquisition Official, who is the Executive Officer in most cases, will make the acquisition if it qualifies as a micro-purchase, or will submit the purchase request to the Bureau of Public Debt for processing.

All CSB staff involved with an acquisition must ensure:

- purchase of the item or service is prudent and proper, in view of actual need and office priorities;
- the price is fair and reasonable; and

- reasonable foreseeable purchases are not divided into purchases of \$2,500 or less solely to take advantage of micro-purchase procedures.

9. **APPOINTMENT AND DELEGATION.** CSB staff must have written acquisition authority to make an acquisition and must have written funding authority to commit funds for an acquisition.

- a. **Acquisition Authority.** CSB staff must have a certificate of appointment as a contracting officer to have acquisition authority. (See Attachment A for samples.)
- b. **Funding Authority.** CSB staff must have a written delegation of funding authority to commit the funds for an acquisition. (See Attachment B for a sample.)

10. **BASIC PROCUREMENT REQUIREMENTS.**

- a. **"Don't Buy" List.** Regardless of the dollar amount, there are certain supplies and services federal agencies cannot acquire. (See <http://webfs.publicdebt.treas.gov/fs/fsdontbuy.htm> for a detailed listing.)
- b. **Required Sources.** Regardless of the dollar amount, there are required sources for use in acquiring supplies and services. The required sources **must be considered** and it must be found that none meet the CSB's requirements before the acquisition supplies and services through open-market sources is permitted. (See <http://webfs.publicdebt.treas.gov/fs/fsreqsrc.htm> for a detailed listing.)
- c. **Small Business.** Simplified acquisitions (acquisitions with an aggregate cost of \$100,000 or less) are set aside for small businesses. (See FAR Subpart 19.5 for additional guidance.). The requestor must identify three or more responsible small businesses that can be reasonably expected to make offers that are competitive in terms of market prices, quality and delivery. If the requestor cannot identify small businesses that can meet the CSB's requirements the acquisition of supplies and services from large businesses is permitted, but the requestor must include a statement in the vendor information why a small business could not be used.
- d. **CSB Exemption from Advertising.** The CSB's authorizing legislation (42 U.S.C. § 7412 (r)(6)(N)) exempts the CSB from 41 U.S.C. § 5, which requires that federal agencies advertise an invitation for proposals in a public place such as Commerce Business Daily. The CSB staff will use this exemption whenever a minimum of three responsible and qualified sources can be identified from which to solicit proposals or quotes, or if a sole source acquisition is justified. If the CSB determines advertising is necessary or appropriate for an acquisition, the requestor will contact procurement officials at the Bureau of Public Debt for further guidance.



- e. **Acquisition of Information Technology Supplies or Services.** The Chief Information Officer must approve all requests for information technology supplies or services, regardless of the dollar amount. The Chief Information Officer is responsible for the timely review and disposition of purchase requests. The Chief Information Officer determines if the requests are compatible with the CSB information technology infrastructure and strategic plan. The Chief Information Officer also determines if the requested supplies or services are appropriate for satisfying the requirement, and for recommending alternatives if the request is not appropriate.
- f. **Acquisition of Services.** All procurements for services must have a statement of work, regardless of the dollar amount. The Office of General Counsel must review and approve the statement of work and purchase request.
- (1) **Statement of Work.** Statements of work must be written in clear, simple, concise, and legally correct language that specifies the results to be achieved by the contractor. There must be no question as to what the contractor is obligated to do and when each deliverable is due. Each specific requirement must be stated directly rather than implied. Requirements should be so clearly stated that the COTR would have no difficulty in determining contractor compliance.
- (a) The elements of a statement of work can vary with the objective, complexity, size, and nature of the work to be performed. The following are sources of guidance when writing a statement of work:
- (i) Attachment C is a sample CSB statement of work that can be used as a model for drafting new statements of work. This statement of work includes a section "Evaluation Criteria," which is optional except in instances when the award will be based on technical factors in addition to the cost. If this section is included in the statement of work, a technical evaluation guide and worksheet (Attachment D) must be submitted with the purchase request.
- (ii) The Executive Officer can provide samples of approved statements of work to assist in writing new statements of work.
- (iii) The Bureau of Public Debt's website provides general guidance for preparing statements of work. (See <http://webfs.publicdebt.treas.gov/fs/fshtprsw.htm>).
- (b) The first task listed in all statements of work is to be a management plan. The plan should include information such as a description of the approach, required resources, timeline with the expected funding requirements, and resumes for personnel assigned to the tasks. The COTR must approve the management plan before work on the other tasks can be authorized.

(c) The statement of work must also provide progress report requirements. As a general rule, the CSB requires that a monthly report be sent to the COTR not later than 10 calendar days after the end of the month. The report should include information such as work performed during the month; planned work for the current month; problems encountered; funds used and remaining; and an estimate of funds required to complete the tasks.

(2) Office of General Counsel Review. The Office of General Counsel is responsible for reviewing the purchase request and statement of work to determine if a contractor may provide the services and if the statement of work is legally correct. The Office of General Counsel must also determine if the vendor will be required to sign a confidentiality agreement and/or contractor certifications before a purchase order or contract can be awarded.

(a) **Inherently Governmental Functions may not** be performed by a contractor. Inherently governmental functions are functions that are so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require either the exercise of discretion in applying Government authority or the use of value judgment in making decisions for the Government. (Refer to OMB Circular A-76 for further guidance.)

(b) **Personal Services may not** be performed by a contractor. In general, a personal service contract is one that creates an employer-employee relationship. (See the "Don't Buy" List for further guidance.)

(c) The statement of work must clearly identify what is expected of the contractor so that remedy will be available to the CSB if the contractor fails to perform.

(d) Depending on the nature of work to be performed, a Confidentiality Agreement and/or Contractor Certifications may be required before a purchase order or contract can be awarded. The Office of General Counsel must determine if these documents are required and must approve the documents before they are provided to the contractor. **Attachment E** is a sample Confidentiality Agreement. **Attachment F** contains sample Contractor Certifications.

g. Government-wide Contracts. These are contracts entered into by other federal entities that the CSB may use to obtain supplies or services. Government-wide contracts allow CSB to expediently acquire supplies and services, and may result in cost savings. The CSB requestor must contact the government point of contact for the contract to determine the appropriate procurement procedure. Although this type of contract does not require that the CSB seek competition, the requestor should perform limited market research to confirm the prices are fair and reasonable. To accomplish this, the requestor should select a small sample of

high value items and obtain price quotes from at least two other sources. The market research only needs to be performed before the Government-wide contract is used for the first time, and the results must be documented in the CSB's contract file maintained by the Executive staff.

- h. **Selecting a Procurement Procedure.** The type of procurement procedure depends on whether the source is a government or non-government entity, and the dollar amount of the procurement.
- (1) **Interagency acquisition** procedures are followed if the procurement will be made from another government agency, regardless of the dollar amount. In general, this type of acquisition will take 1 - 2 weeks to process.
  - (2) **Micro-Purchase** procedures are followed for the procurement of supplies or services with an aggregate cost of \$2,500 or less and construction projects with an aggregate cost of \$2,000 or less. Under **no circumstances** should reasonable and foreseeable purchases be divided into purchases of \$2,500 or less solely to take advantage of the micro-purchase procedure. In general, this type of acquisition will be processed by the Executive Officer and will take 1 - 2 weeks to process.
  - (3) **Bureau of Public Debt Acquisition** procedures are followed for the procurement of supplies and services with an aggregate cost exceeding \$2,500. There are two types of acquisition services provided by the Bureau of Public Debt.
    - (a) Simplified Acquisitions are procurements in the amount of \$100,000 or less. Simplified acquisitions also include items acquired through the GSA's Federal Supply Schedule up to the maximum order quantity. In general, this type of acquisition will take 2 - 3 weeks to process.
    - (b) Contract Acquisitions are procurements over \$100,000 or the maximum order quantity on GSA's Federal Supply Schedule. This type of acquisition may take up to 3 months to process.
  - (4) **Emergency Acquisition** procedures are followed when the **immediate** delivery of supplies or services is necessary because of exigencies existing during the on-scene portion of an investigation, during an out-of-office activity, or after business hours. An emergency acquisition is **only** authorized when the immediate delivery is required to support a critical mission-related activity and the aggregate cost must not exceed the individual's acquisition authority.
  - (5) **Modification** procedures are followed for any modifications, regardless of the source or dollar amount. **Only** the contracting officer is authorized to make a modification.

## 11. INTERAGENCY ACQUISITIONS.

- a. **General.** Interagency acquisitions are made by interagency agreements between the CSB and other federal entities (servicing agencies) to obtain supplies or services from those entities. The supplies or services may be provided directly by the servicing agency, or may be provided through a contract between the servicing agency and a third party. The CSB shall not obtain supplies or services from another agency for the purpose of avoiding the competition requirements contained in FAR Part 6. The CSB officials authorized to sign interagency agreements are the Chairman, Chief Operating Officer, and General Counsel.
- b. **Determination and Finding.** Each order or task for supplies or services using an interagency agreement must be supported by a determination and finding. (See FAR Subpart 1.7 for guidance on preparing determinations and findings, FAR Subsection 17.503 for requirements specific to interagency acquisitions, and Attachment G for a sample determination and finding.)
  - (1) The determination and finding must state that:
    - (a) The use of an interagency agreement is in the best interest of the government, and
    - (b) The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source. (See FAR Part 10 for guidance on performing market research.)
  - (2) If the order requires contracting action by the servicing agency, the determination and finding must also include a statement on the servicing agency's authorization and ability to purchase supplies and services on behalf of other agencies. FAR Subsection 17.503 provides the specific requirements for this statement.
  - (3) The determination and finding must be approved by either the Board, a Board Member designated by the Board, or by an official with acquisition authority to contract for the supplies and services to be ordered. In most cases, such an official will be a Contracting Officer.
  - (4) The determination and finding is good for the life of the project or program, not to exceed five years. If a project or program will exceed a five year period, then prior to the end of the fifth year a new review must be done to prepare a new determination and finding for the extended life.
  - (5) An additional determination and finding is not required to incrementally fund an existing interagency agreement or to administratively modify one, if the scope of the work remains the same. However, if the scope of the work changes, a new review must be done to prepare a new determination and

finding. An official with acquisition authority to contract for the supplies and services to be ordered must approve the new determination and finding.

- c. **Federally Funded Research and Development Centers**. If the interagency agreement is for work to be performed by a Federally Funded Research and Development Center (FFRDC) the requestor **must** include documentation which shows that the requested work will not place the FFRDC in direct competition with domestic private industry. (See FAR Subsection 17.504 for additional information on interagency acquisitions from FFRDC's and FAR Part 35 for additional information on FFRDC's.)
- d. **Request for Interagency Acquisition**. When a requirement for supplies or services has been identified that can be met through an interagency acquisition, the requestor is responsible for preparing an interagency acquisition request and submitting it to the appropriate officials for approval. **Attachment H** is a sample request for an interagency acquisition, which identifies the officials who must approve the request. Items which must be included with the request are:
  - (1) Justification for the procurement.
  - (2) Interagency agreement or task description.
  - (3) Purchase description or statement of work.
  - (4) Determination and finding.
  - (5) Competition documentation (*if work will be performed by a FFRDC*).

## 12. **MICRO-PURCHASES**.

- a. **General**. In accordance with the Federal Acquisition Regulations, purchases of items not exceeding \$2,500 may be made without securing competitive quotations, if the Acquisition Official considers the price to be reasonable and if reasonable and foreseeable purchases were not subdivided merely to permit use of these micro-purchase procedures.
- b. **Request for Micro-Purchase**. When a requirement for supplies or services have been identified and the aggregate cost of the acquisition is \$2,500 or less, the requestor is responsible for preparing a purchase request and submitting it to the appropriate officials for approval. **Attachment I** is a micro-purchase request, which identifies the officials who must approve the request. Items which must be included with the request are:
  - (1) Purchase description (for supplies) or statement of work (for services).
  - (2) Vendor information.

### 13. BUREAU OF PUBLIC DEBT ACQUISITIONS.

- a. **General.** Only authorized officials from the Bureau of Public Debt may acquire (i.e., contract for) supplies and services with an aggregate cost over \$2,500. Purchase requests are submitted to the Bureau of Public Debt using their web-based FIRST system. Solicitation of at least three sources should be considered to promote competition to the maximum extent practicable. The lack of competition shall not be justified on the basis of inadequate advance planning by the requestor or concerns related to the availability of funds (i.e., funds will expire).
- b. **Types of Acquisitions** The Bureau of Public Debt makes the following two types of acquisitions for the CSB:
  - (1) **Simplified Acquisitions**, which are acquisitions of supplies or services that do not exceed \$100,000, or that do not exceed the maximum order limit on GSA's Federal Supply Schedule. The Bureau of Public Debt will award a purchase order for this type of acquisition. Simplified acquisitions usually take 2 - 3 weeks to be processed through CSB and the Bureau of Public Debt.
  - (2) **Contract Acquisitions**, which are acquisitions of supplies or services over \$100,000, or in excess of the maximum order limit on GSA's Federal Supply Schedule. The Bureau of Public Debt will award a formal contract for this type of acquisition. Contract acquisition procedures are basically the same as those followed for simplified acquisitions. However, because of the complexity of the requirements and estimated cost of the acquisition, more in-depth market research, technical and pricing evaluations, and negotiations with offerors may be required. Contract acquisitions usually take up to 3 months to be processed through CSB and the Bureau of Public Debt.
- c. **Purchase Request Package.** When a requirement for supplies or services has been identified and the aggregate cost of the acquisition is over \$2,500, the requestor is responsible for preparing a purchase request package and submitting it to the appropriate officials for approval and action. The package consists of:
  - (1) **Transmittal Memorandum.** Attachment J is a sample transmittal memorandum, which identifies the officials who must approve the request.
  - (2) **FIRST Purchase Request.** The requestor is responsible for preparing the FIRST purchase request and submitting it electronically to the approving official. (The FIRST user manual is available at <http://webfs.publicdebt.treas.gov/fs/fs1stmanual.htm> for guidance on using this system.) Attachment K contains a sample printout of a FIRST purchase request and shows the cost codes and types of acquisitions the requestor will enter into FIRST.

(3) **Market Survey.** The requestor should identify three potential sources for each acquisition, provide information on how to contact the vendors, and provide GSA schedule information if applicable. For simplified acquisitions the requestor needs to determine if a small business can satisfy the CSB's requirements before large businesses are solicited. If the requestor can only identify one source for the acquisition, justification for a sole-source acquisition must be prepared. (See FAR Subpart 6.3 for additional information on "Other Than Full and Open Competition".)

(4) **Purchase Description (for supplies) or Statement of Work (for services).**

- d. **Submission to Bureau of Public Debt.** Once the request has been approved by the appropriate CSB officials, the CSB Acquisition Official, usually the Executive Officer, will submit the FIRST Purchase Request and related documents to the Bureau of Public Debt for action. Procurement officials from the Bureau of Public Debt will contact the requestor or COTR directly if additional information is required to process the request.
- e. **Bureau of Public Debt Procedures.** Procurement officials from the Bureau of Public Debt will review the purchase request and process the request in accordance with the FAR. Bureau of Public Debt officials will work with the requestor or COTR during all phases of the acquisition to prevent problems that could effect the procurement action.
- f. **Blanket Purchase Agreements (BPA's).** The BPA is a simplified method of filling anticipated repetitive needs for supplies or services that do not exceed an aggregate cost of \$100,000. The BPA alone is not a contract. The individual orders placed against the BPA are in themselves contracts, which obligate funds when the vendor accepts the order. The agreement, order, and acceptance make up the contract. Only the procurement officials from the Bureau of Public Debt have authority to enter into a BPA. If a BPA appears to be an appropriate method for an acquisition, the requestor should contact the Executive Officer for further guidance.

#### 14. **EMERGENCY ACQUISITIONS.**

- a. **General.** Emergency acquisitions are only authorized when the immediate delivery of supplies or services is necessary because of exigencies existing during the on-scene portion of an investigation, during an out-of-office activity, or after business hours. The individual making the acquisition must ensure that (i) the acquisition is prudent and proper in view of the actual need, (ii) the aggregate cost does not exceed the individual's acquisition authority, and (iii) the immediate delivery is required to support a critical mission-related activity. The individual making the acquisition must notify the Funding Official and the Budget Officer of the acquisition and its cost the following business day so the obligation can be recorded. The individual making the acquisition is

responsible for adequately justifying the need for an emergency acquisition and providing a sales document, such as an invoice; absent sufficient justification and documentation, the individual will be personally liable for the acquisition. Emergency acquisitions should be made using a government purchase card. However, if a government purchase card cannot be used, the individual may use personal funds and request reimbursement upon return to the office.

- b. **Government Purchase Card.** Emergency acquisitions should be made using a government purchase card. Purchases made using this card are billed to the CSB. In order for the CSB to pay the charges, the cardholder must submit and obtain approvals on an emergency purchase request (**Attachment L**). The request must include a sales document showing the supplier's name and address; the description and quantity of the item(s) or service(s); and cost information. If the cardholder is unable to obtain all approvals for the emergency purchase or does not have the sales document(s), the cardholder will be personally liable for the acquisition.
- c. **Reimbursement Requests.** If the purchase was made using personal funds rather than the government purchase card, reimbursement may be obtained upon return to the office. The individual who made the purchase must submit a "Claim for Reimbursement for Expenditures on Official Business" (SF 1164). The request must include justification for the emergency acquisition and a sales document showing the supplier's name and address; the description and quantity of the item(s) or service(s); and cost information. If the acquisition was for services, the Office of General Counsel must also approve the request for reimbursement. If the individual is unable to obtain all approvals for the emergency purchase or does not have the sales document(s), the individual will be personally liable for the acquisition.

## 15. **MODIFICATIONS.**

- a. **General.** The COTR does not have the authority to modify a purchase order or contract (i.e., make changes to the tasks, deliverables, due dates, dollars, or COTR). The COTR must prepare and submit to the appropriate officials a request for modification. **Only the Contracting Officer is authorized to make modifications. If the COTR acts outside his or her authority and modifies a purchase order or contract, the COTR may be personally liable for the unauthorized commitment(s).**
- b. **Request for Non-Monetary Modifications.** If it is determined that a purchase order or contract needs to be modified and the modification will not change the cost, the COTR must request that the Contracting Officer modify the purchase order or contract. This request should be made via e-mail and the Budget Officer must receive a copy of the request. The request must provide details on the change(s) and include a justification for the change(s). The Contracting Officer makes the final decision on whether the requested modification will be executed.



- c. **Request for All Other Modifications.** If it is determined that a purchase order or contract needs to be modified that will change the cost, the COTR must obtain the required approvals before the modification can be made. Attachment M contains a sample request for modification, which identifies the required approvals. The request must provide details on the change(s) and include a justification for the change(s). After the modification is approved, the Acquisition Official, usually the Executive Officer, will request that the Contracting Officer modify the purchase order or contract. The Contracting Officer makes the final decision on whether the requested modification will be executed.

## 16. **ACCEPTANCE OF DELIVERABLES.**

- a. **Inspection of Deliverables.** It is the COTR's responsibility to inspect the deliverable before the deliverable is accepted. The purpose of the inspection is to ensure the supplies or services received meet the requirements set forth in the purchase description or the statement of work. In general, deliverables should be inspected immediately upon receipt, but must be inspected and accepted or rejected within 5 working days of receipt (unless a longer acceptance period is scheduled with the vendor and Bureau of Public Debt).

(1) **Acceptance.** If the deliverable conforms to the requirements set forth in the purchase description or the statement of work, it is accepted. If the acquisition was requested through the FIRST system, the requestor must prepare a receiving report for the Bureau of Public Debt. This report is prepared using the FIRST system and should be sent within 5 working days of receipt to keep the Bureau of Public Debt's records current. This is important because the Bureau of Public Debt tracks the status of purchase orders and, if an item is recorded in FIRST as undelivered after the due date, the Bureau of Public Debt will contact the vendor to determine why the item was not delivered.

(2) **Rejection.** If the deliverable does not conform to the requirements set forth in the purchase description or the statement of work the COTR must reject the deliverables. The COTR must immediately notify the General Counsel, the Acquisition Official, and the Bureau of Public Debt for all acquisitions requested through the FIRST system so appropriate action can be taken. This notification must:

- (a) be written;
- (b) describe the deficiency; and
- (c) recommend a corrective action.

- b. **Certification for Payment.** In order for payment to occur, the COTR will be required to certify on the vendor's invoice that the deliverables were received and accepted, and that the dollar amount on the invoice is correct.

## 17. RATIFICATION OF UNAUTHORIZED COMMITMENTS.

- a. **General.** Acquisitions should be made only after the appropriate officials have approved the purchase request and should be made only by an individual with acquisition authority. If an individual makes an acquisition without the approvals or authority, this is an unauthorized commitment and the individual will be personally liable for the acquisition unless the unauthorized commitment can be and is ratified. All requests for ratification must be made to the Chief Operating Officer, regardless of the dollar amount. If approved, the procurement package may be processed. Only the Contracting Officer has the authority to ratify unauthorized commitments.
- b. **Request for Ratification.** The individual who made the unauthorized commitment is responsible for preparing the appropriate purchase request package (i.e., a micro-purchase request package if the purchase was \$2,500 or less, a purchase request package for purchases over \$2,500). The individual must then prepare a request for ratification and provide sales document(s) (Attachment N), and submit the documentation to the Chief Operating Officer for approval. This request must explain why the unauthorized commitment was made and provide a justification for the procurement. The Chief Operating Officer must approve this request before the purchase request package can be processed by the CSB and submitted to the Bureau of Public Debt for ratification. If the individual who made the unauthorized commitment is unable to obtain all approvals or provide sales document(s) the individual will be personally liable for the unauthorized commitment.

## 18. SECURITY OF ACQUISITION INFORMATION.

- a. **General.** A high level of business security must be maintained in order to preserve the integrity of the acquisition process. When it is necessary to obtain information from potential contractors and others outside the Government for use in preparing Government estimates, CSB staff shall ensure that the information is not publicized or discussed with potential contractors. Information which may not be made available to the public includes information:
  - (1) on plans that would provide undue or discriminatory advantage to a potential contractor;
  - (2) received in confidence from an offeror;
  - (3) otherwise requiring protection under the Freedom of Information Act or Privacy Act; or
  - (4) pertaining to internal agency communications.

SAMPLE CERTIFICATE OF APPOINTMENT

**CERTIFICATION OF APPOINTMENT**

Under authority vested in the undersigned and in conformance with  
Subpart 1.6 of the Federal Acquisition Regulation

*Employee Name*

is appointed

**Contracting Officer**

for the

**U.S. Chemical Safety and Hazard Investigation Board**

Subject to the limitations contained in the Federal Acquisition Regulation, and Agency directives and guidance.  
Further, the appointee's authority is limited to acquisitions with an aggregate cost of \$2,500 or less.

Unless sooner terminated, this appointment is  
effective as long as the appointee is assigned to:

Office of

(Organization)

**U.S. Chemical Safety and Hazard Investigation Board**

(Agency/Department)

(Signature and Title)

(Date)

00#  
(No.)

**SAMPLE CERTIFICATE OF APPOINTMENT FOR  
EMERGENCY ACQUISITIONS**

# CERTIFICATION OF APPOINTMENT

Under authority vested in the undersigned and in conformance with  
Subpart 1.6 of the Federal Acquisition Regulation

*Employee Name*

is appointed

**Contracting Officer**

for the

**U.S. Chemical Safety and Hazard Investigation Board**

Subject to the limitations contained in the Federal Acquisition Regulation, and Agency directives and guidance.  
Further, the appointee's authority is limited to emergency acquisitions with an aggregate cost of \$2,500 or less.

Unless sooner terminated, this appointment is  
effective as long as the appointee is assigned to:

**Office of**

(Organization)

**U.S. Chemical Safety and Hazard Investigation Board**

(Agency/Department)

(Signature and Title)

(Date)

**00#**  
(No.)

**SAMPLE DELEGATION OF FUNDING AUTHORITY**

**Subject:** Delegation of Authority  
**From:** Employee Name, Chief Operating Officer  
**To:** Employee Name, Title

Within the general administrative direction and broad policy guidance of the Chief Operating Officer, you are hereby, delegated authority to sign documents that initiate obligation and/or the expenditure of funds for programs and related activities of the U.S. Chemical Safety and Hazard Investigation Board. Such documents include travel authorizations and vouchers; purchase requisitions for supplies and services; and time and attendance sheets.

<b>SIGNATURE OF DELEGATING OFFICIAL:</b>	
Employee Name Chief Operating Officer	Date

<b>SIGNATURE OF OFFICIAL RECEIVING DELEGATIONS:</b>	
Employee Name Title	Date

## SAMPLE STATEMENT OF WORK

### Background

The Chemical Safety and Hazard Investigation Board (CSB) is an independent federal agency with the mission of ensuring the safety of workers and the public by preventing or minimizing the effects of chemical incidents at industrial facilities and in transport. The CSB is a scientific investigatory 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, studying chemical safety issues, and evaluating the effectiveness of other government agencies involved with industrial chemical safety. 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.

The CSB is currently investigating an incident that occurred at XYZ Company (CSB investigation number 1999-02-I-DC). The investigation examined the explosion and fire that occurred on January 25, 1999, at an oil and gas separation facility. Incident prevention issues focused on equipment design, operating procedures, and regulatory oversight for oil and gas production facilities.

The purpose of this solicitation is to provide the CSB with technical editing/writing, desktop publishing, and graphic design support related to this investigation. The typical CSB report writing process is as follows:

- Step 1.** A draft report is prepared by the Investigator.
- Step 2.** The draft report is reviewed and commented on by staff from the Office of General Counsel and the Office of Investigations and Safety Programs.
- Step 3.** Comments are incorporated in draft report.
- Step 4.** Final report is prepared for CSB Board vote.
- Step 5.** If the Board approves the report, editorial comments from the Board Members are incorporated in the final report.
- Step 6.** Final report prepared for printing.

- Step 7.** If the Board does not approve the report, a revised report is prepared by the Investigator based on substantive comments from Board Members.
- Step 8.** Revised report is reviewed and commented on by staff from the Office of General Counsel and the Office of Investigations and Safety Programs.
- Step 9.** Revised report is presented to Board Members for vote. If the Board approves the report follow **Steps 5 and 6**. If the Board does not approve the report return to **Step 7**.

### **Scope**

Tasks will be performed at the vendor's work site, but the vendor may be required to occasionally meet with CSB staff at CSB headquarters in Washington, DC. The vendor will perform the tasks set forth below. Because the report may or may not go through all the report writing steps, the CSB may not require all the tasks listed below, or may require that some tasks be performed more than once.

- Task 1. Management Plan.** The vendor will provide the CSB with a management plan for the other tasks in this statement of work. The plan must, at a minimum include a description of the approach, required resources, timeline with the expected funding requirements, and resumes for personnel assigned to the tasks. The COTR must approve the management plan before work on the other tasks can be authorized.
- Task 2. Substantive Technical Editing/Writing.** The CSB will provide the vendor with a draft report of investigation number 1999-02-I-DC in both printed and electronic form (Word 97). The draft report will be approximately 80 pages, including pictures and appendices. The vendor will use CSB investigation report number 98-007-I-IA (available on the internet at <http://www.csb.gov/reports/1999/herrig/herrig.pdf>) as a model for the level of complexity, logical flow, and format for the final report on investigation number 1999-02-I-DC. The vendor will perform substantive technical editing/writing on the draft report. (*CSB report writing steps 1-3.*)
- Task 3. Desktop Publishing.** The CSB will provide the vendor with the final report in both printed and electronic form. The vendor will perform desktop publishing on the final report so the format is consistent with report number 98-007-I-IA. This task will be performed before the final report is submitted to the Board Members for the first vote. (*CSB report writing step 4.*) This task may also need to be performed when the report is being prepared for printing if significant revisions are made based on Board Member comments. (*CSB report writing step 6.*)

**Task 4. Technical Editing.** If Board Member comments result in substantive changes to the report that require technical editing, the CSB will provide the vendor with the revised report in both printed and electronic form. The vendor will perform technical editing on the revised report. *(CSB report writing steps 5, 7, and 8.)*

**Task 5. Graphic Design.** If graphic design work is required, the CSB will provide the vendor with a detailed description of the requirements. Graphic design work may include technical illustrations depicting a process, system or piece of equipment. *(May be required at any step of the report writing process.)*

### **Deliverables**

The vendor will deliver documents in both printed and electronic form (Word 97) for each task. These documents should use language and terminology that will be readily comprehended by the general public.

### **Timetable**

The timetable for completion of all tasks on this statement of work will not exceed 2 months from when this contract is awarded. The Management Plan (Task 1) will be delivered within 2 weeks of contract award. The deliverables for the other tasks shall be delivered to the CSB within a timeframe agreed upon by the CSB Contracting Officer's Technical Representative (COTR) and the vendor when the task is assigned. The following is a guideline for the maximum amount of time for completing each task:

Substantive Technical Editing/Writing	15 business days
Desktop Publishing	5 business days
Graphic Design	5 business days
Technical Editing	10 business days

### **Progress Reports**

The vendor will provide the CSB's COTR with information on the progress of assigned tasks. The report will be sent to the COTR the not later than 10 calendar days after the end of the month. The report must include the following information:

- **Project Background.** Short standard paragraph that appears in each report
- **Project Objective.** Short standard paragraph that appears in each report
- **Deliverables.** Description of all deliverables required under the contract, required delivery date, actual date delivered



- **Program Status.** Detailed specification of accomplishments for the month covered by the report
- **Problems Encountered.** Detailed specification of problems faced during the month covered by the report, how they were solved, and the impact they will have on the project (e.g., cost, timelines),
- **Required Assistance.** Any assistance being requested of CSB in solving problems or otherwise providing some type of help or information
- **Future Activity.** Detailed specification of accomplishments planned for the month covered by the report
- **Financial Status.** The following information will be provided:
  - Cumulative expenditures from project inception through the month covered by the report
  - Balance of funds remaining.
  - Graph of planned versus actual expenditures for each month since project inception
  - Table showing total labor hours expended on the project by labor categories through as well as during the month covered by the report

### **Payment**

Payment will be authorized upon the COTR's determination that the deliverables meet the requirements set forth in this statement of work.

### **Evaluation Criteria** (Optional)

Award will be made to the responsible vendor whose proposal is determined to be the best overall value to the government. The technical evaluation team will determine the technical merits of each proposal and provide a written summary of the evaluation results to the Contracting Officer. The proposal will be evaluated based on the following criteria:

1. **Technical.** All quotations will be evaluated using the following factors:
  - *Contractor Experience:* The technical proposal shall provide a description of technical editing/writing services that have been provided to clients on documents

related to the chemical industry or technical safety issues. Experience will be evaluated based on its relevance to CSB investigation number 1999-02-I-DC.

- *Past Performance:* The technical proposal shall provide at least three references, preferably from government agencies or entities that work on chemical industry or technical safety issues. A contact name, telephone number, project title, and date the services were performed will also be provided. References will be contacted to determine quality, effectiveness, and experience.
  - *Resumes:* The resumes of the proposed staff for each task shall be provided. In addition to the basic qualifications, resumes must include a contact name and telephone for a client, preferably a government agency or an entity that works on chemical industry or technical safety issues. Resumes will be evaluated based on knowledge, experience, and effectiveness.
2. **Price.** The government will not make award at a significantly higher price in order to achieve slightly superior quality. The Contracting Officer will use the technical merits of each proposal and the price to determine the successful vendor. As technical merit becomes more equal, price may be the deciding factor. As the price becomes more equal, technical merit may be the deciding factor. The Contracting Officer will determine what trade-off between technical merit and price promises the greatest value to the government.

*(Only required if the Statement of Work Includes Evaluation Criteria.)*

## **TECHNICAL EVALUATION** **GUIDANCE**

### **Factors**

The Government Regulations require the Statement of Work to clearly state the evaluation factors. However, the choice of factors is within the broad discretion of the requesting office. They should be tailored to each acquisition and include only those factors that will have an impact on the source selection decision.

The factors are usually arranged in descending order of importance within major categories. Major categories may include management capability, technical excellence, and responsibility-related factors such as experience, personnel qualifications, past performance, schedules, or customer surveys. Price or cost to the Government must be considered in every source selection.

### **Methods**

There are a number of methods that can be used to evaluate offers. You may first choose to evaluate based on price alone if it is a standard off the shelf class, or you may choose to rate proposals: excellent, good, fair, poor with comments prepared to substantiate the classification.

Regardless of the method you choose your decision must be rational and applied in good faith. Ratings, point scores, and technical evaluation narratives are used to indicate the relative technical superiority of a proposal. If the technical proposals are found to be essentially equal, then state that in your written evaluation. At that point, cost would be the basis for award.

Be sure your written evaluation is clear and concise for each factor. This information is provided to vendors who don't receive award and can make the difference between whether or not a vendor protests the award.

**TECHNICAL EVALUATION  
WORKSHEET**

This worksheet is for internal purposes only and is to be used when evaluating vendor responses to the Request for Proposals (RFP).

(a) Contractor Experience (relevance):

Points Awarded:

(b) Past Performance (quality, effectiveness, experience):

Points Awarded:

(c) Resumes of Staff (knowledge, effectiveness, experience):

Points Awarded:

**TOTAL POINTS AWARDED:**

---

SIGNATURE

---

DATE

## TECHNICAL EVALUATION

**Please Check the Appropriate Block Below:**

- \_\_\_\_\_ The award is to be based on the lowest price, which is technically acceptable, and no evaluation criterion applies.
- \_\_\_\_\_ The award is to be based on the best overall value to the government and the weights have been assigned as shown below.
- \_\_\_\_\_ Technical merit and price are approximately equal in value.
- \_\_\_\_\_ Technical merit is much more important than price.
- \_\_\_\_\_ Technical merit is slightly more important than price.
- \_\_\_\_\_ Price is much more important than technical merit.
- \_\_\_\_\_ Price is slightly more important than technical merit.

### **Weights to be Given to the Evaluation Criteria** (Total should be 100)

Insert the weights (total points) to be applied to each category.

- (a) Contractor Experience \_\_\_\_\_
- (b) Past Performance \_\_\_\_\_
- (c) Resumes of Staff \_\_\_\_\_
- TOTAL WEIGHT POINTS AWARDED 100

**AGREEMENT BETWEEN THE UNITED STATES CHEMICAL SAFETY AND  
HAZARD INVESTIGATION BOARD AND CONTRACTOR'S NAME,  
INDEPENDENT CONTRACTOR, REGARDING THE PROTECTION AND NON-  
DISCLOSURE OF COMPANY NAME'S TRADE SECRET AND BUSINESS  
CONFIDENTIAL INFORMATION**

The United States Chemical Safety and Hazard Investigation Board (the "CSB"), represented by the undersigned officer, and **Contractor's Name**, Independent Contractor or Consultant to CSB (the "contractor"), the parties hereto, mutually agree to perform this contract in strict accordance with the provisions set forth below:

1. The parties agree that prior to the contractor's review of any information that **Company Name** (or "company") designates as a trade secret or business confidential, CSB shall provide the company with the consultant's name, address, telephone number, employment history, and other clients. The company shall have an opportunity to challenge the selection of the contractor on the ground that the contractor is or has been closely aligned with a competitor of **Company Name**. In such an event, the company's challenge will be given great weight by the CSB in determining whether to use this contractor. If the company's challenge is granted, the CSB shall, at its discretion, have the right to cancel this contract or the part of it relating to the use of or need for such trade secrets or business confidential information.
2. As evidenced by the signature below and as consideration for the fee paid by the CSB for the contractor's services, the contractor swears and agrees that any information he obtains during the his work for the CSB which **Company Name** designates as a trade secret or business confidential information shall not be disclosed except to CSB employees (those persons subject to 18 U.S.C. § 1905), or as otherwise authorized by law.
3. The parties to this contract expressly intend that **Company Name** be, and it hereby is, a third-party beneficiary of this contract. In the event of a breach of this agreement, **Company Name** shall have the right to seek damages and any other appropriate relief using whatever action at law or equity it deems appropriate.
4. The parties to this contract intend that the persons affected by the provisions herein include the CSB, its representatives, as well as anyone acting in CSB's behalf, and any buyer of or successor in interest to **Company Name**.

5. This agreement does not apply to any information that is known to the public now or independently becomes known by the public in the future, or is already known by the consultant prior to the date of this agreement.

**For: Independent Contractor**

**For: U.S. Chemical Safety and  
Hazard Investigation Board**

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**Contractor's Name**

---

**General Counsel**

---

Date

---

Date

**CERTIFICATION OF NON-CONFLICT OF INTEREST**

I, **Contractor's Name**, certify that I do not have, nor do I anticipate that I will have any relationship (financial, social, or other) or conflict of interest with any individuals or organizations that would impair my objectivity to perform work for the U.S. Chemical Safety and Hazard Investigation Board.

---

**Signature**

---

**Date**

**CERTIFICATION OF BUSINESS CONFIDENTIALITY**

I, **Contractor's Name**, certify that all of my work assignments at the U.S. Chemical and Hazard Investigation Board (CSB) are confidential. I hereby acknowledge that the information and draft reports are the property of the CSB and that any release of the draft reports or information is prohibited and further recognize that any release of CSB information could result in civil or criminal liability.

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**Signature**

---

**Date**



**SAMPLE DETERMINATION AND FINDING**

**FINDINGS.** I have reviewed the requirement for (description of supply or service) that the Chemical and Safety Hazard Investigation Board (CSB) proposes to place with (Government agency) as an interagency acquisition under 31 United States Code § 1535 (the Economy Act). My review resulted in the following findings:

*(The following bullets are sample findings. The extent to which the bullets are incorporated, expanded upon, and supported depends on factors such as urgency, estimated dollar value, complexity, and past experience.)*

- The proposed acquisition is authorized under the authority of the Economy Act.
- The CSB is legally authorized to acquire the supplies or services.
- The action does not conflict with any other agency's authority or responsibility. Specifically, a review of Part 8 of the FAR, or other part as applicable reveals that the responsibility for acquiring this supply or service has not been assigned to an agency other than the one proposed.
- The supplies or services cannot be provided in the time required and more economically by conducting an extended full and open competition. *(This finding will receive heavy scrutiny from the approving official.)*
- The servicing agency has unique expertise or specialized knowledge or abilities not available within the CSB or private sector.
- The servicing agency regularly performs the type of work required, will accept the interagency acquisition, and can satisfy the requirement.
- The supplies or services are clearly within the scope of activities of (Agency) and that agency normally contracts for those supplies or services for itself.
- The cost to the CSB for the requirements, including the administrative fees charged by (Agency) appears to be reasonable. The fees proposed to be paid to the servicing agency do not exceed the servicing agency's actual cost (or estimated costs if actual costs are unknown) of entering into and administering the contract or other agreement under which the interagency acquisition is filled.
- The contract administration procedures related to (Agency's) contract are adequate for CSB requirements (or the interagency acquisition contains additional contract administration requirements for administrative procedures that comply with CSB regulations and policies).

- All internal agency approvals and authorizations required by CSB policies for acquiring the supplies or services have been obtained.
- The requirement is a bona-fide need of the CSB.

**DETERMINATION.** Given the above findings, I hereby determine that it is in the best interest of the Government to place an interagency acquisition for (requirement) with (Agency) under the authority of the Economy Act.

**RECOMMENDED BY.** CSB official and title.

<b>Approved</b>	
Approving Official, Title	Date

or

<b>Disapproved</b>	
Reason:	
Approving Official, Title	Date

**EXPIRATION DATE.** This determination and finding expires \_\_\_\_\_. (The life of the program or project, but not to exceed 5 years.)



## U. S. Chemical Safety and Hazard Investigation Board

INTERAGENCY ACQUISITION REQUEST

October 1, 1999

Subject: **ACTION**: Request for Interagency acquisition for Services or Supplies

From: (Employee Name)

To: Executive Officer

Thru: Funding Official  
General Counsel\*  
Chief Information Officer\*\*  
Budget Officer

I am requesting the procurement of XYZ supplies or services through an interagency acquisition with (Agency Name). This procurement is necessary to (justification for procurement). The cost of the procurement is \$XXX. Documents related to the procurement are attached. Please review the request and sign below if you approve the request. I understand it is my responsibility to obtain all approvals before the interagency agreement can be signed by the appropriate CSB official and that I must certify the receipt of acceptable supplies or services.

Printed Name	Signature	Title	Date
		Funding Official	
		General Counsel*	
		Chief Information Officer**	
		Budget Officer	
Cost Code and Object Classification (Budget Officer will assign)			

\* Required for services only.

\*\* Required for information technology supplies or services only.

Attachments: Interagency Agreement or Task Description  
Purchase Description or Statement of Work  
Determination and Finding  
Competition documentation (if work will be performed by a FFRDC)



## U. S. Chemical Safety and Hazard Investigation Board

### MICRO-PURCHASE REQUEST

October 1, 1999

Subject: **ACTION**: Purchase Request for Supplies or Services of \$2,500 or Less

From: (Employee Name)

To: Executive Officer

Thru: *Funding Official*  
 General Counsel\*  
 Chief Information Officer\*\*  
 Budget Officer

I am requesting the procurement of XYZ supplies or services. This procurement is necessary to (*justification for procurement*). The reasonable and foreseeable purchases are not divided into purchases of \$2,500 or less solely to take advantage of the micro-purchase procedure and the cost is fair and reasonable. Documents related to the procurement are attached. Please review the request and sign below if you approve the request. I understand it is my responsibility to obtain all approvals before the request can be ordered and that I must certify the receipt of acceptable supplies or services before payment can be made.

Printed Name	Signature	Title	Date
		<i>Funding Official</i>	
		General Counsel*	
		Chief Information Officer**	
		Budget Officer	
<b>Cost Code and Object Classification</b> (Budget Officer will assign)			

\* Required for services only.

\*\* Required for information technology supplies or services only.

Attachments: Purchase Description or Statement of Work  
 Vendor Information  
 Confidentiality Agreement (*if required*)  
 Contractor Certifications (*if required*)



**U. S. Chemical Safety and Hazard Investigation Board**  
**PURCHASE REQUEST FOR SUPPLIES OR SERVICES**

October 1, 1999

Subject: **ACTION:** Purchase Request for Supplies or Services Over \$2,500

From: (Employee Name)

To: Executive Officer

Thru: *Funding Official*  
 General Counsel\*  
 Chief Information Officer\*\*  
 Budget Officer

Attached is a purchase request and related documents for XYZ supplies or services. Please review the attached documents and sign below if you approve the request. I understand it is my responsibility to obtain all approvals and provide the Executive Officer with electronic copies of the procurement documents before the request can be forwarded to the Bureau of Public Debt for processing. I also understand it is my responsibility to prepare and send a receiving report to the Bureau of Public Debt immediately upon receipt of the supplies or services. (Employee Name) will be the Contracting Officer's Technical Representative for this acquisition.

Printed Name	Signature	Title	Date
		<i>Funding Official</i>	
		General Counsel*	
		Chief Information Officer**	
		Budget Officer	
<b>Cost Code and Object Classification</b> (Budget Officer will assign)			

\* Required for services only.

\*\* Required for information technology supplies or services only.

- Attachments: FIRST Purchase Request  
 Market Survey (and Sole Source Justification *if necessary*)  
 Purchase Description or Statement of Work  
 Confidentiality Agreement (*if required*)  
 Contractor Certifications (*if required*)

**FIRST PURCHASE REQUEST**

Federal Internet Requisition System

Page 1 of 1

**SAMPLE****View Purchase Request Items**

<b>Requested By:</b>	Elizabeth Robinson	<b>Date Created:</b>	7/9/99
<b>Created By:</b>	Elizabeth Robinson	<b>Approved By:</b>	
<b>Cost Code:</b>	<input type="checkbox"/>	<b>Request #:</b>	CS199900007
<b>Phone Number:</b>	202-261-7600	<b>Ship To:</b>	2175 K STREET, NW- SUITE 400 WASHINGTON DC 20037
<b>Type:</b>	<input type="checkbox"/>		

Item #	Description	Quantity	Unit	Unit Cost	Object Class	Total Cost
1	Technical Writer; Graphic Designer; and Desktop Publisher	1	Job	\$3,500.00	<input type="checkbox"/>	\$3,500.00
<b>PO #</b>	None Assigned					
<b>Estimated Delivery</b>						
<b>Status</b>	Open					

<b>Total Cost of Request:</b>	\$3,500.00
<b>Esp Balance:</b>	\$0.00
<b>Justification:</b>	Services are required to prepare the report on CSB's investigation of an incident that occurred at XYZ Company. (CSB Investigation Number 1999-02-1-DC)
<b>Additional Info:</b>	See e-mail with vendor listing. Also, the contractor will be required to sign a certification of business confidentiality before the contract is awarded.

<input type="checkbox"/>	<b>CSB Cost Codes are:</b>
	Administration 91110
	Board Members 91120
	General Counsel 91130
	Investigations 91140
	External Relations 91150
	Information Technology 91160
	Safety Programs 91170
<input type="checkbox"/>	<b>Types used by CSB are:</b>
	Regular for purchases of \$100,000 or less.
	Contract for purchases over \$100,000.
<input type="checkbox"/>	<b>Object Class will be provided by the Finance Officer.</b>

<https://webfs.publicdebt.treas.gov/fast/ViewAllPRItems.asp?reqnumber=CS199900007>

7/13/99



**U. S. Chemical Safety and Hazard Investigation Board**

**REQUEST FOR APPROVAL OF  
AN EMERGENCY PURCHASE**

October 1, 1999

Subject: **ACTION**: Request for Approval of Emergency Purchase

From: (Employee Name)

To: Executive Officer

Thru: Funding Official  
General Counsel\*  
Chief Information Officer\*\*  
Budget Officer

I am requesting the approval of a purchase of XYZ supplies or services. An emergency acquisition was made because (*justification for emergency purchase*). The acquisition was necessary because (*justification for procurement, including investigation number*). The cost of the procurement was \$XXX, which is a fair and reasonable cost. Documents related to the procurement are attached. Please review the request and sign below if you approve the purchase. I understand it is my responsibility to obtain all approvals and that I must certify the receipt of acceptable supplies or services before payment can be made.

Printed Name	Signature	Title	Date
		Funding Official	
		General Counsel*	
		Chief Information Officer**	
		Budget Officer	
Cost Code and Object Classification (Budget Officer will assign)			

\* Required for services only.

\*\* Required for information technology supplies or services only.

Attachments: Invoice, packing slip or other sales document



## U. S. Chemical Safety and Hazard Investigation Board

REQUEST FOR MODIFICATION

October 1, 1999

Subject: **ACTION:** Request for Modification to Purchase Order or Contract

From: (Employee Name)

To: Executive Officer

Thru: Funding Official  
 General Counsel\*  
 Chief Information Officer\*\*  
 Budget Officer

I am requesting the following modification(s) to purchase order/contract ##### for XYZ supplies or services...

- (Provide details on any changes to tasks, deliverables, due dates, dollars, or COTR. Also include the justification for change(s)).

Please review the request and sign below if you approve the modification. I understand it is my responsibility to obtain all approvals before the modification can be made.

Printed Name	Signature	Title	Date
		Funding Official	
		General Counsel*	
		Chief Information Officer**	
		Budget Officer	
Cost Code and Object Classification (Budget Officer will assign)			

\* Required for services only.

\*\* Required for information technology supplies or services only.





## U. S. Chemical Safety and Hazard Investigation Board

### REQUEST FOR RATIFICATION

October 1, 1999

Subject: **ACTION:** Request for Ratification of a Micro-purchase, Purchase Order, or Contract

From: (Employee Name)

To: Chief Operating Officer

Thru: (Employee's Supervisor)

I am requesting ratification of my acquisition of XYZ supplies/services. The acquisition was made without the appropriate approvals and authorization because (*justification for unauthorized commitment*). The acquisition was necessary because (*justification for procurement*). I have prepared the purchase request package for the acquisition, which can be processed only upon your approval. Please review the attached package and let me know if you require additional information.

Approved	
Chief Operating Officer	Date

or

Disapproved	
Reason:	
Chief Operating Officer	Date

Attachment: Purchase Request Package