

## **INSTRUCTIONS TO OFFEROR**

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

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

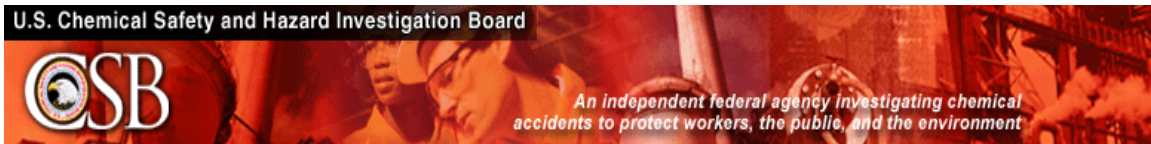
Proposals are due by February 6, 2013 at 5:00 pm ET and shall be sent to the attention of Amy McCormick at [amy.mccormick@csb.gov](mailto:amy.mccormick@csb.gov).

(a) Price Proposal:

- Provide a firm fixed price for initial technical review (10 calendar days).
- Provide a firm fixed price for second technical review (5 business days).
- Provide a firm fixed price for third copy editing review (5 business days).

(b) Non-Price Proposal Evaluation Factors:

- Technical:
  1. An eight-page sample of the draft investigation report will be provided to potential offerors to submit technical editing comments. The evaluation team will review the offerors' comments to evaluate the offeror's technical abilities.
  2. To receive a copy of the sample investigation report, email [amy.mccormick@csb.gov](mailto:amy.mccormick@csb.gov).



## **PERFORMANCE WORK STATEMENT**

### **Technical Editing and Proofreading**

#### **BACKGROUND:**

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

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

#### **OBJECTIVE:**

The objective of this solicitation is to obtain the technical writing and editing services of a contractor to conduct thorough editorial reviews of a draft technical investigation report. The report will be submitted twice during the period of performance for technical editing and a third time for final proofreading review. The draft report is anticipated to be approximately 400 pages in length including diagrams, appendices, and references. The draft report will address several technical and public policy issues related to offshore drilling, occupational safety, and international regulations. The contractor will be required to sign confidentiality and conflict of interest agreements prior to beginning work.

#### **SCOPE:**

The contractor shall conduct a thorough review of the CSB's draft report and provide the investigation team with editing and comments. The draft report will be submitted for technical editing twice during the period of performance and editing should include the factors described below. Prior to the release of the final report, the document shall be reviewed a final time for

copy editing and to identify typographical errors. The contractor shall perform the following specific tasks:

- **Technical Editing.** In the first and second reviews, the contractor shall conduct a comprehensive edit of the draft document. The review shall address the following:
  - Logical progression of the document content.
  - Repetition, overlapping, or contradictory content.
  - Use of plain English writing style accessible to a broad audience that retains the background and the core content of technical research and analysis from the draft documents.
  - Effective use of graphics and photos.
  - Proper use of research citations in accordance with the American Chemical Society (ACS) style and the Bluebook legal system.
- **Proofreading and Copy Editing.** A third review shall address the following:
  - Typographical errors in the draft report.
  - Correct cross-referencing usage throughout the report.
  - Formatting and style of the draft report layout.

**DELIVERABLES:**

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

The first technical review shall be completed within ten (10) calendar days of receiving the draft report. Subsequent reviews shall be completed within five (5) business days of receiving the draft.

**TIMETABLE:**

The period of performance for this contract will be from the date of award through June 30, 2013.

Timetables for individual reviews will be established by the Contracting Officer’s Representative (COR) when the task is assigned to the contractor.

**PROGRESS REPORTS:**

Due to the short turnaround for reviews, formal progress reports are not required. However, the Contractor shall promptly report to the COR any significant problems, and/or other matters requiring immediate attention. It is particularly important that the Contractor immediately report to the COR any issues that might adversely affect the performance schedule or delivery date for any tasks and/or deliverables, or result in an increase in the estimated cost of completing the work. The COR may ask the Contractor for informal progress updates at any time.

**CONTRACT TYPE:**

This will be a firm fixed price contract. The cost for each individual review shall be specified in the proposal.

**PAYMENT:**

The contractor shall invoice the CSB after each review is completed. The invoice will include the type of review completed (i.e., first technical review).

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

**CONTRACTING OFFICER AUTHORITY**

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

**CONFIDENTIALITY:**

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

**ADDITIONAL TERMS:**

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

1. Public Release of Information

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

2. Personnel Security Requirement

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

3. Contractor Testimony

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

4. Organizational Conflicts of Interest

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

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

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

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

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

f. During the period of performance under this contract, Contractor specifically agrees not to represent, assist, be employed by, or otherwise perform any services or functions for the entities that are the subject of the publications upon which Contractor is working.

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

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

##### 5. Proprietary Rights

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