SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Nun. 00011004-014/017

2. Contract No.	3. Award/Effective Date	4. Order Number	5. Solicitation Number	6. Solicitation Issue Date
CPSCS041369	Sep 27, 2004		CPSC-Q-04-1369	Aug 31, 2004

7. For Solicitation Information Call: a. Name KIM MILES, kmiles@cpsc.gov

b. Telephone Number *(No collect calls)*: (301) 504-7018

8. Offer Due Date/Local Time: Sep 8, 2004 / 03:00 PM

9. Issued By — Code CPSC

US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

10. This Acquisition is
- [X] Unrestricted
- [ ] Set-Aside % for
  - [ ] Small Business
  - [ ] HubZone Small Business
  - [ ] 8(A)

NAICS: 541380
Size Standard: 5 mil

11. Delivery for FOB Destination Unless Block is Marked.
- [ ] See Schedule

12. Discount Terms
Discount: 0%
Days: 0
Net due: 30

[ ] 13a. This contract is a rated order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation
[X] RFQ [ ] IFB [ ] RFP

15. Deliver To — Code EXHR110

CONSUMER PRODUCT SAFETY COMM.
OFFICE OF HAZARD IDENT. & REDUCTION
4330 EAST WEST HIGHWAY ROOM 702
BETHESDA, MD 20814-4408

16. Administered By — Code KRM

KIMBERLY R. MILES

17a. Contractor/Offeror — Code 00020095 Facility Code

Richard John Shaughnessy, PHD
2611 S Trenton Avenue
Tulsa OK 74114

Telephone No. 918-230-3908 TIN: 448-52-4132

18a. Payment Will Be Made By — Code PAYOFF

CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FINANCIAL SERVICES
4330 EAST WEST HWY, ROOM 522B
BETHESDA, MD

17b. Check if Remittance is Different and Put Such Address in Offer. [ ]

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. [ ] See Addendum.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 2 FOR SCHEDULE OF SERVICES				

25. Accounting and Appropriation Data
04 PS EXOB 4500 23259 252H

26. Total Award Amount *(For Govt. Use Only)*
US 15,000.00

[ ] 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda [ ] are [ ] are not attached

[X] 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda [X] are [ ] are not attached

[ ] 28. Contractor is required to sign this document and return ____ copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.

[ ] 29. Award of Contract: Reference. ____ Offer Dated ____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:

30a. Signature of Offeror/Contractor

31a. United States of America *(Signature of Contracting Officer)*

30b. Name and Title of Signer *(Type or Print)*

30c. Date Signed

31b. Name of Contracting Officer *(Type or Print)*
DONNA HUTTON
dhutton@cpsc.gov

31c. Date Signed 9/28/04

32a. Quantity in Column 21 Has Been
[ ] Received [ ] Inspected [ ] Accepted, and Conforms to the Contract, Except as Noted: ____

32b. Signature of Authorized Government Representative

32c. Date

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-mail of Authorized Government Representative

33. Ship Number [ ] Partial [ ] Final

34. Voucher Number

35. Amount Verified Correct For

36. Payment [ ] Complete [ ] Partial [ ] Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

41b. Signature and Title of Certifying Officer

41c. Date

42a. Received By (Print)

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Com, Blocks 12, 17, 23, 24, & 30

1. Requisition Number: 0001107 14/017

PAGE 1 OF

2. Contract No.: CPSCSD41369

3. Award/Effective Date: Sep 27, 2004

4. Order Number:

5. Solicitation Number: CPSC-Q-04-1369

6. Solicitation Issue Date: Aug 31, 2004

7. For Solicitation Information Call: a. Name KIM MILES; kmiles@cpsc.gov

b. Telephone Number (No collect calls): (301) 504-7018

8. Offer Due Date/Local Time: Sep 8, 2004 / 03:00 PM

9. Issued By: Code CPSC

US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

10. This Acquisition is:
- [X] Unrestricted
- [ ] Set-Aside % for
- [ ] Small Business
- [ ] HubZone Small Business
- [ ] 8(A)

NAICS: 541380
Size Standard: $ mil

11. Delivery for FOB Destination Unless Block is Marked:
- [ ] See Schedule

12. Discount Terms: Discount: 0%; Days: 0; Net due: 30

13a. [ ] This contract is a rated order under DPAS (15 CFR 700)

13b. Rating

14. Method of Solicitation: [X] RFQ [ ] IFB [ ] RFP

15. Deliver To: Code EXOD1110

CONSUMER PRODUCT SAFETY COMM.
OFFICE OF HAZARD IDENT. & REDUCTION
4330 EAST WEST HIGHWAY ROOM 702
BETHESDA, MD 20814-4408

16. Administered By: Code KRM

KIMBERLY R. MILES

17a. Contractor/Offeror: Code 00020095 Facility Code

Richard John Shaughnessy, PHD
2611 S Trenton Avenue
Tulsa OK 74114

Telephone No. 918-270-3901 TIN: 448-52-4132

18a. Payment Will Be Made By: Code PAYOFF

CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FINANCIAL SERVICES
4330 EAST WEST HWY, ROOM 522B
BETHESDA, MD

17b. [ ] Check if Remittance is Different and Put Such Address in Offer.

18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked.
- [ ] See Addendum

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 2 FOR SCHEDULE OF SERVICES				

25. Accounting and Appropriation Data

04 PS EXOB 4500 23259 252H

26. Total Award Amount (For Govt. Use Only): US 13,000.00

[ ] 27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda [ ] are [ ] are not attached

[X] 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda [X] are [ ] are not attached

[ ] 28. Contractor is required to sign this document and return ____ copies to issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.

[ ] 29. Award of Contract: Reference ____ Offer Dated ____. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:

30a. Signature of Offeror/Contractor

30b. Name and Title of Signer (Type or Print): RICHARD J. SHAUGHNESSY

30c. Date Signed: 9/29/04

31a. United States of America (Signature of Contracting Officer)

31b. Name of Contracting Officer (Type or Print): DONNA HUTTON; dhutton@cpsc.gov

31c. Date Signed: 9/28/04

32a. Quantity in Column 21 Has Been
- [ ] Received
- [ ] Inspected
- [ ] Accepted, and Conforms to the Contract, Except as Noted: ____

32b. Signature of Authorized Government Representative

32c. Date

32d. Printed Name and Title of Authorized Government Representative

32e. Mailing Address of Authorized Government Representative

32f. Telephone Number of Authorized Government Representative

32g. E-mail of Authorized Government Representative

33. Ship Number: [ ] Partial [ ] Final

34. Voucher Number

35. Amount Verified Correct For

36. Payment: [ ] Complete [ ] Partial [ ] Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

41b. Signature and Title of Certifying Officer

41c. Date

42a. Received By (Print)

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS AND EXPERTISE TO PROVIDE THE SERVICES AS INDICATED BELOW FOR THE CONSUMER PRODUCT SAFETY COMMISSION.				
0001	The contractor shall review scientific literature and other government reports to determine the potential health effects to consumers from exposure to ozone resulting from the use of ozone generating air cleaners per the attached statement of work.	1	LT	15,000.00	15,000.00

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4. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004) 7

1. 52.232-1 PAYMENTS (APR 1984)
(Reference 32.111)

2. 52.232-25 PROMPT PAYMENT (JUN 1997)
(Reference)

3. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of a. discount for prompt payment of. ed;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.
(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment.--"

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer is made.
(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The co act price includes all applical Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contrac. Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the CCR database;

(B) comply with the requirements of Subpart 42.12; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

4. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

_____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_____ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_____ (ii) Alternate I (MAR 1999) of 52.219-5.

_____ (iii) Alternate II (JUNE 2003) of 52.219-5.

_____ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (OCT 1995) of 52.219-6.

_____ (iii) Alternate II (MAR 2004) of 52.219-6.

_____ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

_____ (ii) Alternate I (OCT 1995) of 52.219-7.

_____ (iii) Alternate II (MAR 2004) of 52.219-7.

_____ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

_____ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

_____ (ii) Alternate I (OCT 2001) of 52.219-9.

_____ (iii) Alternate II (OCT 2001) of 52.219-9.

_____ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

_____ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_____ (ii) Alternate I (JUNE 2003) of 52.219-23.

_____ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

_____ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_____ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

_____ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_____ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

_____ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_____ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

_____ (20) 52.. -37, Employment Reports on Spec Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

_____ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPADesignated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

_____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

_____ (22) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

_____ (23))(i) 52.225-3, Buy American Act-Free Trade Agreements- Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

_____ (ii) Alternate I (Jan 2004) of 52.225-3.

_____ (iii) Alternate II (Jan 2004) of 52.225-3.

_____ (24) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_____ (25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

_____ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

_____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_____ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

_____ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

_____ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

_____ (323 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

_____ (ii) Alternate I (APR 1984) of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

(e)

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

email: tthomas@cpsc.gov

CPSC Contacts

Treye A. Thomas	Project Officer
ph: 301-504-7738	(tthomas@cpsc.gov)

References

U.S. Environmental Protection Agency, Indoor Air Facts, Number 7: Residential Air Cleaners, Washington, DC.

U.S. Environmental Protection Agency, National Ambient Air Quality Standards, Criteria Document for Ozone, Washington, DC, 1985.

U.S. Environmental Protection Agency, EPA's Revised Ozone Standard, OAR Policy and Guidance Document, Washington, DC, 1997.

U.S. Environmental Protection Agency, Ozone Generators that are Sold as Air Cleaners: An Assessment of Effectiveness and Health Consequenses, Washington, DC, 2000.

Assessing Potenial Health Effects and Establishing Ozone Exposure Limits for Ozone-Generating Air Cleaners

Background and Objective

The U.S. Consumer Product Safety Commission (CPSC) is an independent Federal regulatory agency created by Congress under the Consumer Product Safety Act (CPSA) of 1972. The Act requires CPSC to "protect the public against unreasonable risks of injuries and deaths associated with consumer products." CPSC staff is interested in quantifying the potential health effects that result from ozone exposures from use of ozone-generating air cleaners and reviewing the existing ozone limit for these devices.

Outdoor levels of ozone are regulated by the U.S. Environmental Protection Agency (EPA) as a criteria air pollutant under the National Ambient Air Quality Standards (EPA 1985). In 1997, EPA revised the national standard for ozone because a significant amount of new data suggested that the health effects of ozone occur at levels lower than acknowledged in the previous standard, and that exposure times generally longer than one hour are of concern (EPA 1997). The health effects of ozone have been well documented and exposure to relatively low levels of ozone may result in lung irritation, pulmonary edema, and reduction of pulmonary function. The decrease in lung function is usually accompanied by chest pain, coughing, sneezing, and pulmonary congestions.

There is no difference between ozone in outdoor air and ozone produced by ozone-generating devices. Although ozone can be useful in reducing odors and pollutants in certain unoccupied spaces (such as remaining smoke odors from homes involved in fires) the levels needed to achieve this are above those generally thought to be safe for people.

Ozone generating air cleaners have come under increased scrutiny by consumer groups and federal agencies, because of the potential health effects associated with ozone exposure. Currently, an exposure limit of 50 ppb, which was established by the Food and Drug Administration (FDA), is used as a "de facto" standard for the producers of ozone-generating air cleaners (EPA, 2000). It is uncertain whether the 50 ppb is a reasonable limit given the significant amount of data that has become available since the establishment of this "standard".

The objective of this service is to review the scientific literature and other government reports to determine the potential health effects to consumers from exposure to ozone resulting from the use of ozone-generating air cleaners, and to recommend an exposure limit for ozone from these devices that does not present an unreasonable risk of lung injury to consumers.

1. Statement of Work

The contractor shall perform the following tasks:

a) Conduct a comprehensive literature search and a critical review of the literature to independently assess the possible effects of low levels of ozone (representative of concentrations that may be expected resulting from the use of ozone generating air cleaners intended for occupied spaces). Special emphasis should be place on sensitive populations including the elderly, young children, and individuals with compromised pulmonary function.
b) Evaluate whether the current 50 ppb exposure limit for ozone is adequate to protect consumers from potential adverse health effects? If the 50 ppb level is believed to be inadequate, recommend an alternative exposure limit for ozone concentrations.
c) Recommend to the CPSC staff the maximum emission rate of ozone from ozone-generating devices, and/or the maximum resultant concentration of ozone (ozone accumulation) from ozone-generating devices, based on the exposure limit believed to be capable of reducing the occurrence of potential adverse health affects (based on literature review).

1. The contractor will submit a Work Plan outlining the manner in which the work is to be accomplished, discussion and rationale for this work, personnel (including subcontractors and consultants), milestones, and deliverables, as described below, to the CPSC Project Officer within 10 days of contract award. CPSC staff will review and approve the Work Plan within 10 business days of its submission.

2. In order to evaluate the risks associated with the use of ozone-generating air cleaners, the contractor will perform comprehensive literature searches, in which a broad-based search of appropriate databases will be undertaken for human and animal data. The literature searches will be reviewed by the contractor and the selected articles will be retrieved. Tree searches of references from these articles will be undertaken to identify further relevant articles. CPSC staff will make available to the contractor one copy of any relevant literature that staff possess. However, the evaluation to be performed by the contractor shall be independent and not limited to CPSC-submitted reviews, data, or supporting documentation.

3. The contractor assessment will focus on the potential health effects of low levels of ozone (representative of concentrations that may be expected resulting from the use of ozone generating air cleaners intended fro occupied spaces) over varied time of exposure. The contractor will review available data on the mechanism of action, likelihood of health effects, and the extent of injury.

4. After evaluating the available data, the contractor shall write a draft technical assessment that will be provided to CPSC staff for review and comment. The draft technical assessment may also be made available for public comment by the government. Comments from the CPSC staff and the public will be submitted to the contractor for incorporation into the final technical assessment as appropriate.

5. The technical assessment work product will contain the technical findings of the contractor. After evaluating the available data and incorporating any government and public comments, the contractor shall write a final technical assessment on the potential health effects of low levels of ozone (representative of concentrations that may be expected resulting from the use of ozone generating air cleaners intended for occupied spaces) over varied time of exposure. It should include an analysis and discussion of the qualitative uncertainty that is inherent in the assessment.

6. An written interim report on the progress of the project will be submitted to CPSC according to the attached schedule.

7. The final report will recommend a maximum production rate of ozone, and/or maximum accumulation of ozone, and a determination of whether the current 50 ppb limit is acceptable. If the contractor believes that the 50 ppb limit is unacceptable, the contractor will recommend an alternative exposure limit for ozone in the indoor air environment. The final report shall also outline the budget expenditures of the project which will provide useful information to the Government when planning future projects.

8. Any requested deviations from these procedures will be communicated to the CPSC Project Officer both by telephone and in writing as soon as possible. Prior to implementation, CPSC Project Officer approval is required.

9. The contractor shall also provide in the Interim and Final Reports to the Project Officer, the names and affiliations of individuals who provided input into the deliverables. Copies of these data will be provided to CPSC at the conclusion of the study (see "Deliverables" below).

10. The reports and assessments, their development, and contents are to remain confidential between the contractor, subcontractors and CPSC staff unless and until the Project Officer notifies the contractor and subcontractor in writing, for example if the draft final technical assessment will be made available for public comment.

11. The Project Manager for the contractor will initiate periodic, informal telephone contact with the CPSC Project Officer at least weekly to update CPSC on the status of the study, discuss meeting dates or resolve any administrative or technical issues that might arise.

2. Government Furnished Materials

CPSC staff will provide one copy of scientific or technical materials germane to this work to the contractor at the initiation of this work.

3. Schedule

(1) Contractor submits Work Plan	15 business days from contract award
(2) CPSC staff approves Work Plan	10 business days after submission of Work Plan
(3) Draft Technical Assessment to CPSC	165 days from contract award
(4) CPSC staff comments on Draft Technical Assessment	30 days after submission of Draft Final Technical Assessment
(5) Interim Report to CPSC	165 days from contract award
(6) Final Technical Assessment to CPSC	255 days from contract award
(7) Final Report to CPSC	255 days from contract award

Performance and Deliverables

4. Period of Performance

The period of performance of work shall begin on the effective date of contract award. The contractor will complete this work in accordance with the schedule outlined above. However, in the event of changes to the schedule, only made with the consent of the CPSC Project Officer, the schedule may be adjusted such that the final report will be submitted no later than 12 months after initiation of this contract.

5. Deliverables

The following shall be delivered or performed in accordance with the above schedule to the CPSC Project Officer:

1) Work Plan, which shall include outline of the work to be performed, discussion and rationale for this work, personnel (including subcontractors and consultants), milestones, and deliverables as described (1 copy).

2) Periodic, informal telephone contact, at least weekly with CPSC Project Officer.

3) Draft Technical Assessment. (1 hard copy and 1 electronic copy in MS Word). This is the work product that will be sent to CPSC staff for review and comment. Comments from the CPSC staff will be submitted to the contractor for consideration.

4) Interim Report, which outlines the status of all technical work (including that being performed by subcontractors). (1 copy).

5) Final Technical Assessment. The final technical assessment will contain the following disclaimer, "This report was prepared by the (contractor name) for the US CPSC. The views expressed in the report have not been reviewed or approved by, and do not necessarily represent the views of the Commission." The report shall be furnished in 2 hard copies and 1 electronic copy in MS Word. One hard copy of all non-CPSC-provided references used in the final report shall also be provided to CPSC.

6) Final Report, which contains the recommended maximum production rate and/or the recommended "not to exceed" accumulation of ozone, and an assessment as to whether the 50 ppb limit is, or is not, adequate. This report shall also include a detailed summary of the budget expenditures through the life of the contract (1 copy).

6. Place of Delivery or Performance

The Contractor shall submit deliverables to the Project Officer at the following address:

Treye A. Thomas, Ph.D.
Directorate for Health Sciences
U.S. Consumer Product Safety Commission
4330 East-West Highway, Suite 600
Bethesda, Maryland 20814-4408
phone: 301-504-7738
fax: 301-504-0079