

2. CONTRACT (Proc. Inst. Ident.) NO. CPSC-C-99-1152 3. EFFECTIVE DATE Jan 15, 1999 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 99-1152

5. ISSUED BY CODE CPSC 6. ADMINISTERED BY (If other than Item 5) CODE ADFS993
 US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 PETER J NERRET B03 (301) 504-0444
 CONSUMER PRODUCT SAFETY COMM. DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY., ROOM 517 BETHESDA, MARYLAND 20814-4408

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and Zip Code) National Academy of Sciences Cecil and Ida Green Building 2001 Wisconsin Avenue, NW, Room GR406 Washington DC 20007 Vendor ID: 00019055 DUNS: 041964057 CEC: Cage Code: TIN: 530196932 8. DELIVERY FOB ORIGIN OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) to THE ADDRESS SHOWN IN: ADFS991

11. SHIP TO/MARK FOR CODE EHHE592 12. PAYMENT WILL BE MADE BY CODE PAYMENT

CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF HEALTH EFFECTS 4330 EAST WEST HIGHWAY, ROOM 600 BETHESDA, MARYLAND 20814 CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT WASHINGTON, DC 20207 ROOM 522

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C 2304(c) 41 U.S.C 253(c) (5) 14. ACCOUNTING AND APPROPRIATION DATA 99 2 592 23259 25.28

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
0001	Study of the toxicological risk from the use of flame retardent chemicals in residential furniture.	1	LT	500,000.00	500,000.00

15G. TOTAL AMOUNT OF CONTRACT US\$ 500,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or Print) DAVID WESTBROOK Manager, Federal Contracts 20A. NAME OF CONTRACTING OFFICER ROBERT J FROST (301) 504-0444 19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign) 19C. DATE SIGNED JAN 15 1999 20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 20C. DATE SIGNED 15 JAN

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provided after contract execution)
- E. Chronic Hazard Guidelines (to be provided after
contract execution)
- F. NAS Proposal number 99-CLS-106, dated
November 9, 1998
- G. NAS letter dated December 9, 1998

SECTION A - Solicitation/Contract Form

Supplies/Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

This procurement is for the performance of an independent study to assess the risks to human health that could result from the use of certain flame retardant (FR) chemicals in residential furniture upholstery. This study shall include an assessment of available toxicological, epidemiological, bioavailability and exposure data on sixteen (16) flame-retardant chemicals or chemical classes. These assessments shall consider oral and dermal route of exposure, since these represent the likely routes of exposure. The National Research Council (NRC) of the National Academy of Science (NAS) shall convene a subcommittee of experts to perform this study.

B.2. CONTRACT TYPE

This is a cost reimbursable type contract.

SECTION C - Description/Specification/Work Statement

C.1. BACKGROUND INFORMATION

- a. The U.S. Consumer Product Safety Commission (CPSC) is an independent Federal regulatory agency created by Congress under the Consumer Product Safety Act of 1972.

The Act requires CPSC to "protect the public against unreasonable risks of injuries and deaths associated with consumer products."

- b. Upholstered furniture fires are the leading cause of residential fire deaths among the products under the jurisdiction of the CPSC, accounting for approximately 16% of all civilian fire fatalities in 1996. Since 1990, an annual average of approximately 100 deaths, 450 injuries, and \$50 million in property losses have resulted from the ignition of upholstered furniture by small open flames such as matches, cigarette lighters, and candles. In 1993, CPSC was petitioned by the National Association of State Fire Marshals to issue a flammability standard for upholstered furniture to reduce the risk of fire.
- c. CPSC is currently considering a small-open-flame standard for residential upholstered furniture. Similar standards are already in place in the UK and in California. Although the standard being considered would specify requirements for small-open-flame

performance, it would not stipulate the method necessary for its achievement. Thus, treatment of upholstery fabric with flame retardant (FR) chemicals would not be required. Manufacturers have reported, however, that most residential upholstery fabrics would be treated with such chemicals to comply with the performance requirements under consideration. Manufacturers are not currently prohibited from using FR chemicals in consumer products. In fact, a number of these chemicals are already in use in common textile products, including residential carpeting and children's sleepwear.

- d. CPSC is carefully examining the potential risks and benefits from the use of flame retardant chemicals on upholstered furniture fabrics to meet a small-open-flame standard. In examining the feasibility and implications of such a standard, CPSC held a public hearing and solicited and received comments from fire professionals, furniture and chemical industry representatives, government agencies, consumers, environmentalists, and other interested parties. In addition, CPSC scientists have performed laboratory analyses of some FR fabrics and have reviewed the available toxicity data on 16 chemicals or chemical classes that are considered primary candidates as FR chemicals. These chemicals are listed in Appendix C.

C.2. OBJECTIVES

- a. In CPSC's appropriations for fiscal year 1999, Congress directed the agency to contract with the National Academy of Sciences' (NAS) Committee on Toxicology (COT). The COT shall perform an independent study assessing the risks of all FR chemicals identified by the CPSC and NAS as likely candidates for use in residential upholstered furniture to meet any proposed CPSC flammability rule.
- b. CPSC protects consumers from hazardous exposures to substances in consumer products primarily under the Federal Hazardous Substances Act (FHSA) 15 U.S.C. 1261-1278. For a product to be regulated under the FHSA, the Commission must find that the product is a hazardous substance as defined in section 2(f) of the FHSA 15 U.S.C. 1261(f). For a substance to be considered hazardous, the Commission must be able to demonstrate that persons are exposed to the substance during customary or reasonably foreseeable handling or use and that such exposure may cause substantial personal injury or substantial illness. On October 9, 1992, the Commission issued guidelines which specified the conditions under which a substance subject to the FHSA would be considered to be a carcinogen, neurotoxin, or developmental or reproductive toxicant

(Chronic Hazard Guidelines: 16 CFR Section 1500.135). The guidelines also explain certain principles that are used by the CPSC staff in evaluating the risk from exposure. These guidelines are not mandatory; however, they are used by the Commission staff in its determination of whether a consumer product would be considered a hazardous substance under the FHSA. Although the NAS is not bound to utilize these guidelines in its study, they do provide a framework for CPSC regulatory investigations and actions.

C.3. Statement of Work

- a. NAS shall perform an independent study to assess the risks to human health of flame retardant chemicals identified by CPSC and NAS as likely candidates for use in residential upholstered furniture. To date, CPSC has identified such 16 chemicals or chemical classes. To perform this assessment, the National Research Council (NRC) of the NAS shall select and convene a subcommittee of experts to the COT. Independently, and not as an agent of the government, the NAS shall provide necessary personnel, materials, and facilities to perform the work set forth below, except as provided in Section C.3.d., and Section H.5., entitled "Government Furnished Materials/Equipment."
- b. The study shall be conducted as outlined in the NRC proposal, dated November 9, 1998, which is incorporated by reference with exceptions, as noted in the attached copy of proposal (see Attachment F). Additionally, NRC letter dated December 9, 1998 is also incorporated by reference as attachment "G".
- c. The CPSC Project Officer shall initiate periodic, informal telephone contact with the NAS Program Director at least monthly to update CPSC on the status of the study, discuss meeting dates or resolve any administrative or technical issues that might arise.
- d. To perform this work, CPSC expects that NAS shall perform comprehensive literature searches to identify all relevant and appropriate data. At the completion of the search, NAS shall provide CPSC with the results of the literature searches that have been performed and the strategies used to identify these data.
- e. The toxicity reviews shall focus on available epidemiological and chronic toxicological studies, including systemic, reproductive, developmental, neurological, immunological, mutagenicity, and carcinogenesis studies. However, the toxicity observed after acute- and intermediate-duration exposures via oral and dermal exposure shall also be examined.

- f. NAS shall review available data on the toxicokinetics of each chemical. The final report shall include a summary of the toxicokinetic data with emphasis on the absorption or bioavailability of each compound.
- g. NAS shall also review available exposure data and perform an exposure assessment that shall yield exposure levels to be used in the final risk calculation; inhalation, oral and dermal risks shall be considered separately. However, the emphasis will be placed on the oral and dermal routes of exposure, since inhalation exposure is not likely to be substantial. The exposure assessment shall consider all reasonable oral and dermal pathways. NAS shall also recommend exposure guidance levels. In developing these exposure guidance levels, NAS shall utilize specific exposure metrics instead of standard default values, whenever available, to reduce uncertainty. Consideration shall be given to the form of the chemical for which exposure actually occurs and not to precursor chemicals that are no longer present.
- h. The risk shall be assessed for each of the listed FR chemicals (Appendix C) or chemical classes. NAS shall provide Quarterly Status Reports, which shall provide: the status of all technical work being performed; a cost expenditure summary to date; and a spending plan for the remainder of the study.
- i. The selection of subcommittee members shall follow standard NAS protocol as outlined in their publications, "Getting to Know the Committee Process" (NAS 1998) and "A Unique National Resource" (NAS 1998).

The report shall be subject to review in accordance with the procedures of NRC's Report Review Committee. Deviations from these procedures shall be communicated to the CPSC Project Officer as soon as possible by telephone and in writing.

- j. NAS shall plan and convene an initial meeting of the subcommittee, at which scientists from CPSC, industry, and other appropriate organizations shall make presentations regarding the toxicity and exposure data on FR chemicals. This meeting shall be announced in advance and shall be open to the public. The NAS Program Director shall work with the CPSC Project Officer on a date for this meeting, as well as on the selection and notification of interested parties who wish to attend.
- k. Advance Copy of the Final Report; Completed Final Report and Briefing Presentation.

- (1) NAS shall submit an advance copy of the final report to CPSC. While comments may be made by

CPSC on the advance copy, there is no obligation on the part of the NRC to accept such comments. The final report submitted shall contain the findings and recommendations of NAS, as well as any other information required under this contract and shall be submitted to CPSC in accordance with the schedule in Section F.2. The risk assessment portion of the final report shall analyze and discuss the variability and uncertainty (both qualitative and quantitative) inherent in the risk assessment.

- (2) NAS shall also provide in the advance copy of the final report and completed final report, the names and affiliations of individuals who provide technical data to the subcommittee, including invited experts, industry representatives, members of the public, NAS staff or others. Copies of these data shall be provided to CPSC at the conclusion of the study.
 - (3) The final report shall contain the following disclaimer, "This report was prepared by the National Academy of Sciences as a result of a direction in FY99 appropriations for the US CPSC. The views expressed in the report do not necessarily represent the views of the CPSC".
 - (4) NAS shall provide a final briefing to CPSC (see Section F.2.a.(6)). The briefing shall take place at CPSC Headquarters.
1. NAS shall inform the CPSC Project Officer in advance of all public and closed meetings of the NRC, subcommittee and other meetings germane to this study, with the exception of internal NAS staff meetings.

C.4. REPORTING REQUIREMENTS

The Contractor shall, where appropriate, submit originals and copies (see Section F.2.) of the following reports to the Project Officer:

- a. Monthly updates via telephone
 - (1) Format and Content
 - (a) The monthly telephone updates shall be initiated by the CPSC Project Officer at a mutually agreeable time.
 - (b) The subject of the monthly telephone updates is set forth in C.3. of the Statement of Work.

- (c) The Contractor shall be prepared to update the CPSC Project Officer on progress and problems encountered in the project, including work performed by subcontractors.

b. Quarterly Status Reports

- (1) Format - The Quarterly Status Reports shall be in the following format:

- (a) Cover in heavier paper than inner pages;
- (b) Typed on A4 size durable grade of white paper;
- (c) Table of Contents shall provide information

concerning:

- 1) The Contract Number and Title;
- 2) The name of the Contractor and Subcontractors preparing the report;
- 3) Other pertinent information related to the contents of the report.

- (2) Content - The Quarterly Status Reports shall contain the following:

- (a) A discussion of the preceding quarter's progress on the contract by the prime Contractor and Subcontractors including work yet to be performed by the Subcontractors and the work planned for the current quarter.
- (b) A discussion of any problems that the contractor or subcontractors encountered during the preceding quarter and solution either implemented or proposed.

c. Advance copy of the Final Report and Completed Final Report

- (1) Format - The Advance copy of the Final Report and Completed Final Report on the Study shall be in the following format:

- (a) Cover in heavier paper than inner pages;
- (b) Typed on A4 size durable grade of white paper;

- (c) Table of Contents shall provide information concerning:

- 1) The contract number and title;
- 2) The name of the Contractor and Subcontractor preparing the report;

3) Other pertinent information related to the contents of the report.

(2) Content - The Advance Copy of the Final Report and completed Final Report shall contain the following:

- (a) The reports shall consist of a detailed description of the methods used to gather information and to arrive at conclusions. All conclusions and recommendations shall be supported by appropriate rationale.
- (b) The reports shall include a listing of all sources of information referred to.
- (c) The reports shall explicitly state all assumptions used in the analysis.
- (d) Photographs and negatives of photographs shall be included in the report where necessary as determined by the Contractor.
- (e) While comments may be made by CPSC on the advance copy, there is no obligation on the part of the NRC to accept such comments.
- (f) The completed Final Report shall provide a separate listing of all individuals utilized in performance of this contract, i.e., NAS scientific staff, outside experts and subcontractors. Their function, their specialty and their outside affiliation as it relates to the report shall be identified.

d. Briefing on Completed Final Report

- (1) Format - The Contractor shall present a briefing on the completed final report of the NAS to the CPSC. This briefing shall be held at the CPSC headquarters at a mutually agreeable time and date, in accordance with Section F.2.a.(5).
- (2) Content - The Contractor shall present an oral presentation of the background of the study, methodology, key data, and findings. The Contractor shall be prepared to answer questions from the audience.

SECTION D - Packaging and Marking

D.1. PACKAGING AND MARKING

All materials to be delivered to CPSC shall be packaged and packed in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination. In addition to normal markings, the contract

number shall be cited on the outside package.

SECTION E - Acceptance of Deliverables

E.1. ACCEPTANCE OF DELIVERABLES

- a. Acceptance of deliverables will be based on conformance with C.3., STATEMENT OF WORK, and be of acceptable quality for publication.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

Performance of work shall begin on the effective date of this contract and shall not extend beyond 12 months (365 calendar days) after the effective date.

F.2. DELIVERY OR PERFORMANCE

- a. The following items shall be performed or delivered in accordance with the following schedule:

ITEM	QUANTITY	DELIVERY OR PERFORMANCE
(1) Planning and Execution of Initial Meeting of the Subcommittee (see Section C.3.j.)	one each	Initial meeting within 120 calendar days after award of contract
(2) Advance Notification of Relevant Meetings (see Section C.3.m.)	as required	As soon as possible after scheduling
(3) Literature Search Results	1 electronic copies in	When Available

(see Section C.3.d.) Word 97
1 hard copy

- (4) Advance Copy of the Final Report (see Section C.3.k.(1) and C.4.c.) 1 original and 1 copy Within 11.5 months after award of contract
- (5) Briefing by NAS on Advance Copy of the Final Report at CPSC Headquarters (see Section C.3.k.(4)) 1 meeting Within 3 workdays of receipt by CPSC of Advance Copy of the Final Report
- (6) Final Report (see Section C.3.k. and C.4.c.) ** see below No later than 365 days after award of contract
- (7) Delivery of all Supporting Documentation (see Section C.3.m) ** see below No later than 365 days after award of contract
- (8) Monthly Update Telephone Calls (see Section C.3.c. and C.4.a.) One call monthly Monthly at a mutually agreed upon time and day.
- (9) Quarterly Status Reports(see Section C.4.b.) One original and 4 copies monthly Quarterly on the 15th day after the end of the preceding quarter (NOTE: A total of 3 reports.)

**

- (i) 100 hard copies
- (ii) 1 electronic copy in MS Word 97;
- (iii) 1 hard copy of all non-CPSC-provided references used in the Final Report;
- (iv) 1 hard copy of the literature search strategy used by the Contractor or Subcontractor to identify data on the 16 FR chemicals;
- (v) 1 electronic copy of the results of the literature search performed for each of the 16 FR chemicals or chemical classes;
- (vi) 1 copy of any other submissions to the subcommittee, including name and affiliations of submitter.

F.3. PLACE OF DELIVERY OR PERFORMANCE

- a. The items specified in F.2, above shall be mailed postage prepaid or delivered to:

Mailing Address
(U.S. Postal Service)

Delivery Address
(Other than U.S. Postal

Service, e.g., Federal

Express, DHL, Airborne)

U.S. Consumer Product
Safety Commission

U.S. Consumer Product Safety
Commission

Directorate for Epidemiology
and Health Sciences

Directorate for Epidemiology
and Health Sciences

Room 600-14

Room 600-14

4330 East West Highway

4330 East West Highway

Washington, D.C. 20207-0001

Bethesda, Maryland 20814

Attn:Project Officer

ATTN:Project Officer

Ms.Patricia Bittner, M.S.

Ms.Patricia Bittner, M.S.

- b. A copy of the cover letter transmitting the above shall be submitted to the Contracting Officer at the following address:

U.S. Consumer Product Safety Commission

Division of Procurement Services

4330 East West Highway, Room 517

Bethesda, Md. 20207

ATTN: Mr. Peter J. Nerret, Sr.

SECTION G - Contract Administration Data

G.1. CONSIDERATION

- a. As consideration for its satisfactory performance, in accordance with the provisions of the clauses of the contract entitled Allowable Cost and Payment and Limitation of Cost, the Contractor will be reimbursed for actual costs incurred up to the amounts set forth in Section G.2., ESTIMATED COSTS, and payments will be in accordance with Sections G.3., PAYMENT and G.4., BILLING INSTRUCTIONS.
- b. In accordance with the requirements of the Limitation of Cost Clause, the Contractor shall notify the Contracting Officer in writing if at any time during contract performance the Contractor has reason to believe that the total cost to the Government, for the complete performance of this contract will be greater or substantially less than the total estimated cost of the contract. Such notification shall give a revised estimate of the total cost for the performance of this contract.

G.2. ESTIMATED COST

The total estimated cost for this effort is \$500,000.

G.3. PAYMENT

- a. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The seventh (7th) day after the equipment or service is actually delivered or performed and accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.
- c. Reimbursement of Costs
 - (1) In accordance with the provisions of the clause 52.216-7 of this contract entitled ALLOWABLE COST AND PAYMENT, vouchers and any required supporting statements or certificates, properly identifiable with the contract number, shall be submitted as set forth in Section G.4., BILLING INSTRUCTIONS.
 - (2) Each invoice or voucher for reimbursement of costs shall include sufficient detail to identify costs properly chargeable to the contract, such as material, direct labor, direct charges (e.g., facilities, special test equipment, etc.) and overhead.
- d. Final Payment will be made only after delivery of all items required by this contract.
- e. Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in G.4., "Billing Instructions," except as follows:
- f. When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified.

G.4. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all

Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.

- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on SF 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies on a monthly basis. As a minimum, each invoice shall include:

- (1) The name of the business concern.
- (2) The voucher/invoice number and date.
- (3) The contract number, task order number, and any other authorization for delivery.
- (4) Accounting and appropriation data.
- (5) Description, price, and quantity of goods or services actually delivered.
- (6) Labor hours billed by labor category (if applicable).
- (7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
- (8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
- (9) Shipping cost terms (if applicable).
- (10) Payment terms.
- (11) Other substantiating documentation or information as specified in the contract or purchase order.
- (12) Name, where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until completed documentation is received.

- d. Vouchers/invoices shall be sent to:

Ms. Cecilia R. Smith, Agency Payment Officer
Accounting Operations
Consumer Product Safety Commission
4330 East West Highway Room 522
Washington, D.C. 20207-0001
(Phone: 301-504-0018)

- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:

Ms. Deborah Peebles Hodge, Prompt Payment Contact
Division of Financial Management
Consumer Product Safety Commission
4330 East West Highway Room 522
Washington, D.C. 20207-0001

(Phone: 301-504-0018)

- f. SF 1034 and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the Contractor.

G.5. METHOD OF PAYMENT

- a. Effective July 26, 1996, all vendors receiving federal payments under new purchase orders, delivery orders, and contracts or new modifications to existing purchase orders, delivery orders, and contracts will be paid by electronic funds transfer (through the Automated Clearing House (ACH)). After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Accounting Officer designated in G.3.d.

- b. The Contractor shall provide the following information:

- (1) Routing transit number of the financial institution receiving payment.
- (2) Number of account to which funds are to be deposited.
- (3) Type of depositor account ("C" for checking, "S" for savings).
- (4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

A copy of this form may be obtained by contacting the Accounting Officer on (301) 504-0018.

- c. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.
- d. The documents furnishing the information required in this clause must be dated and contain the signature, title and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- e. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.6. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

G.7. PROJECT OFFICER DESIGNATION

Patricia Bittner, of the Commission's Directorate for Epidemiology and Health Sciences, has been designated as the Government's Project Officer for this contract. This individual may be reached on (301)504-0477, ext.1384 or online at Internet: www.pbittner@cpsc.gov.

- a. The Project Officer is responsible for:
 - (1) Monitoring the Contractor's technical progress,

including surveillance and assessment of performance,
 - (2) Inspection and acceptance of all items required by the Contract.

- b. The Project Officer is not authorized to and shall not:
 - (1) Make changes in scope of work, contract schedules and/or specifications to meet changes and requirements,
 - (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
 - (3) Take any action that commits the Government or could lead to a claim against the Government.

G.8. PERSONNEL

- a. The following individuals have been identified as staff personnel performing under this contract:

NAME	TITLE
Kulbir Bakshi (202) 334-2897 INTERNET: KBAKSHI@NAS.EDU	Staff Personnel

- b. The Contractor shall immediately notify the CPSC Contracting Officer of any change in personnel. The NAS assumes full responsibility for the performance of the study. The staff assigned shall have no bearing on the completion of the study.

END OF SECTION G

SECTION H - Special Contract Requirements

H.1. UTILIZATION OF CONSULTANTS

If NAS utilizes any consultants/subcontractors in the performance of this contract, the following information shall be provided to the CPSC Project Officer at the time NAS enters into an agreement with the consultants/subcontractors: name, area of expertise, proposed hourly rate of the consultant(s), the consultant's Curriculum Vitae, and proof of their standard hourly rate.

H.2. DRUG-FREE WORKPLACE

- a. Definitions. As used in this clause,

- (1) "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
- (2) "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- (3) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- (4) "Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

- (5) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.
- (6) "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

b. The Contractor, if other than an individual, shall --

- (1) Publish a statement notifying its employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that shall be taken against employees for violations of such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about --
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph b.(1) of this clause;
- (4) Notify such employees in the statement required by subparagraph b.(1) of this clause, that as a condition of continued employment on this contract, the employee shall
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision b.(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- (6) Within 30 days after receiving notice under subparagraph b.(4) of this clause of a conviction, impose the following sanctions or remedial

reassures on any employee who is convicted of drug abuse violations occurring in the workplace;

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace implementation of subparagraphs b.(1) through b.(6) of this clause.

- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs b. and c. of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

H.3. DISCLOSURE OF LOBBYING ACTIVITIES

- a. If this contract exceeds \$100,000 in value, the Contractor shall comply with Clause No. 52.203-12 of this contract entitled Limitation on Payments to Influence Certain Federal Transactions. The above clause prohibits the use of Federally appropriated funds (including profit or fee received under a covered Federal transaction) for lobbying activities. The Contractor shall furnish an initial disclosure if any non-Federal funds have been paid, or shall be paid, to any or person for influencing or attempting to influence an officer employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee or a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement.
- b. The disclosure form, OMB Standard Form LLL entitled DISCLOSURE OF LOBBYING ACTIVITIES is included as Attachment B to this contract.
- c. In addition, the Contractor shall file an updated disclosure form at the end of each calendar quarter in

which there occurs any event that materially affects the accuracy of the information contained in any initial disclosure form previously filed by such person under the contract. An event that materially affects the accuracy of the information reported includes --

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s), influencing or attempting to influence a covered Federal action; or
 - (3) Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract. Please review Clause 52.203-12 for detailed information about this requirement. A full text version of the clause will be made available upon request to the Contracting Officer.

H.4. METRICATION STATEMENT

- a. ANY PROPOSAL SUBMITTED IN RESPONSE TO THIS SOLICITATION DOCUMENT, AND IN ANY RESULTANT CONTRACT, THE OFFEROR SHALL STATE ALL MEASUREMENTS IN THE METRIC SYSTEM EXCEPT TO THE EXTENT THAT SUCH USE IS IMPRACTICAL OR IS LIKELY TO CAUSE SIGNIFICANT INEFFICIENCIES OR LOSS OF MARKETS TO UNITED STATES FIRMS, SUCH AS WHEN FOREIGN COMPETITORS ARE PRODUCING COMPETING PRODUCTS IN NON-METRIC UNITS.
- b. IF THE NATIONAL ACADEMY OF SCIENCES DETERMINES THAT THE USE OF THE METRIC SYSTEM OF MEASUREMENTS IS IMPRACTICAL FOR ANY OF THE REASONS STATED ABOVE AND SUBMITS ITS PROPOSAL IN CUSTOMARY UNITS OF MEASUREMENT, THE OFFEROR SHALL PROVIDE WITH ITS PROPOSAL A REQUEST FOR EXCEPTION STATEMENT EXPLAINING ITS REASONING IN REQUESTING AN EXCEPTION TO THE METRIC USAGE REQUIREMENT.
- c. THE "METRIC SYSTEM" OF MEASUREMENT MEANS THE INTERNATIONAL SYSTEM OF UNITS AS ESTABLISHED BY THE GENERAL CONFERENCE OF WEIGHTS AND MEASURES AND AS INTERPRETED OR MODIFIED FOR THE UNITED STATES BY THE SECRETARY OF COMMERCE.

H.5. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government shall furnish to the Contractor for use

in connection with this contract the materials set forth below:

- (1) Toxicological reviews written by CPSC staff on the 16 FR chemicals/chemical classes listed (see Appendix C)
 - 2) CPSC staff lab test reports (as they are completed)
 - 3) CPSC staff briefing package (Upholstered Furniture Flammability: Regulatory Options for Small Open Flame and Smoking Material Ignited Fires [October 1997])
 - 4) Public hearing transcripts and post-hearing submissions
 - 5) Chronic Hazard Guidelines and FHSA.
- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.

END OF SECTION H

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.1. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title	Date
52.202-1	Definitions	April 1984
52.203-1	Officials Not to Benefit	April 1984
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	April 1984
52.203-7	Anti-Kickback Procedures	Feb. 1987
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$100,000 & over)	Jan. 1990

52.204-2	Security Requirements	Aug. 1996
52.215-2	Audit and Records, Alternate II	April 1998
52.215-22	Price Reduction for Defective Cost or Pricing Data	April 1984
52.216-7	Allowable Cost and Payment ("Subpart 31.2", paragraph (a) of the above clause are deleted and "Subpart 31.7" is substituted therein.	April 1998
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	April 1984
52.219-13	Utilization of Women-Owned Small Businesses	April 1984
52.222-26	Equal Opportunity	April 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	April 1984
52.222-36	Affirmative Action for Handicapped Workers	April 1984
52.227-14	Rights in Data - General Alternate IV	June 1987
52.229-3	Federal, State, and Local Taxes	April 1984
52.232-1	Payments	April 1984
52.232-8	Discounts for Prompt Payment	July 1985
52.232-9	Limitation on Withholding of Payments	April 1984
52.232-20	Limitation of Cost	April 1984
52.232-23	Assignment of Claims	Jan. 1985
52.232-25	Prompt Payment	April 1989
52.232-28	Electronic Funds Transfer Payment Methods	April 1989
52.233-1	Disputes	April 1984
52.243-2	Changes - Cost Reimbursement Alternate I	Aug. 1987

52.245-5	Government Property (Cost-Reimbursement, Time- and-material or Labor-Hour Contracts)	Jan. 1996
52.246-25	Limitation of Liability - Services	April 1984
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	April 1984

The following clauses are incorporated in full text:

I.2. DISCLOSURE OF INFORMATION

Any publications of or publicity pertaining to, the Contractor's document shall include the following:

"This project (study) (report) has been (partially) funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-C-99-1152. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

I.3. HANDLING OF CONFIDENTIAL INFORMATION

- a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, the Contractor agrees that it shall hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.
- b. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract. The Contractor shall maintain confidential business information obtained as described in this article in a safe or locked file cabinet to which only employees performing work under this contract shall have access. A log shall be maintained to reflect each entry to the safe or cabinet. The Contractor shall provide to the CPSC Contracts Branch, and keep current, a list of all employees with such access. The Contractor shall require each such employee to execute an affidavit as set forth in Attachment A, AFFIDAVIT OF NONDISCLOSURE;

the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

- c. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and periodically during contract performance as deemed necessary by the CPSC Project Officer. Approval of the security measures by the CPSC Project Officer may be a prerequisite to contract award.
- d. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY BE TREATED AS A DEFAULT PURSUANT TO THE TERMS OF THIS CONTRACT.

I.4. RIGHTS IN DATA

In addition to Provision 52.227-14, all "subject data" provided by CPSC to the Contractor shall be the sole property of the Government.

I.5. REPORTS - PROTECTION OF PERSONAL AND PROPRIETARY RIGHTS

The contents of all reports submitted to the Commission under this contract will be made available to the public. Therefore, the Contractor agrees to clearly and conspicuously mark any reported information (including names of individuals) public disclosure of which, to the knowledge or reasonable belief of the Contractor, would be an invasion of personal privacy or a violation of proprietary rights, in order that such information may be readily identified and deleted before the report is released to the public.

I.6. PUBLIC INFORMATION

- a. Rights to all information, uses, processes, patents, and other developments resulting from this contract will be made available by the Commission to the public without charge on a nonexclusive basis. Nothing in this provision shall be construed to deprive any person of any right which he may have had, prior to entering into this contract, to any patent, patent application, or invention or to any proprietary data or trade secret. The Contractor agrees that he shall include this provision in all subcontracts made under this contract.
- b. Sections 200-211 of Title 35 of the United States Code specifically supersedes the above to the extent that they permit small business firms and nonprofit organizations to retain in most cases, exclusive commercial rights to inventions made with Commission support.

I.7. ORGANIZATIONAL CONFLICTS OF INTEREST - THIS PROCUREMENT

- a. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts which could give rise to an organizational conflict of interest, as defined in Section I.8., Organizational Conflicts of Interest, CPSC-C-99-1152, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.
- b. The Contractor agrees that if, after award, it discovers an organizational conflict of interest, as defined in this document, it shall immediately notify the Contracting Officer in writing of the conflict. The notification shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC may, however, terminate the contract for the convenience of the Government if such action is determined by the Contracting Officer to be in the best interest of the Government.
- c. If the Contractor is aware of an organizational conflict of interest, as defined in this document, before receiving award of this contract but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- d. The Contractor shall include the provisions of this clause in all subcontracts for work to be performed in support of this contract. The terms "contract," "Contractor," and "Contracting Officer" shall be modified appropriately in such subcontracts to preserve the Government's rights under this contract.

I.8. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of this contract because of past, present, or currently planned interests (financial, contractual, organizational, or otherwise, which relate to the work under this contract), and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract.
- b. Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.
- c. Restrictions applicable to technical consulting and management support services contracts.

- (1) The Contractor shall be ineligible to participate in any capacity in CPSC contracts, subcontracts, or proposals therefore (solicited or unsolicited), other than follow-on contracts for additional technical consulting and management support services, which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract that relates to any of its own products or services, or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.
- (2) If the Contractor, under this contract, prepares a complete or essentially complete statement of work or specifications to be used by CPSC in future competitive procurements, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
- (3) Nothing in this clause shall preclude the Contractor from offering or selling its standard commercial items to the Government.

d. Restrictions on use of information.

- (1) If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the CPSC based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d)

release such information unless such information has previously been released or otherwise made available to the public by CPSC.

- (2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 522a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
 - (3) The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose provided that, as of the date of such use, all reporting requirements of this contract have been met.
 - (4) This agreement shall be interpreted in accordance with Section 15 of the Federal Advisory Committee Act and this Clause such that if NAS obtains access to information such as Department plans, policies, reports, studies, financial plans, proprietary data, other confidential or financial information, data protected by the Privacy Act, or any other information specified in Clause I.8., the NAS shall not be required to keep such information confidential, and may make such information available to the public, unless the NAS determines, at its sole discretion, that such information would be exempt from disclosure under 5 U.S.C. 552(b).
- e. Duty to disclose conflicts discovered after award. The Contractor agrees that if, after award, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the Contracting Officer, including a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC, may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- f. Restrictions on subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve performance or work of the type specified in paragraph c. above, or access to information of the type covered in paragraph d. above. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified in such subcontracts to impose the same restrictions on subcontractors as this clause imposes on the

Contractor.

- g. Remedies. For breach of any of the above restrictions, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- h. Waiver. Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or modification and the reasons in the support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

I.9. AUDIT AND EXAMINATION OF RECORDS BY CPSC

In compliance with the Consumer Product Safety Act, Section 27(i)(2), the Contractor is hereby notified that the Commission and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of audit and examination to any books, documents, papers, and records of the recipients that are pertinent to the grants or contracts entered into under this Act under other than competitive bidding procedures. Such access does not include review of minutes, working papers, vote tallies, transcripts, and other records of deliberation of the NAS committees.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - List of Attachments

Attachments:

- A. Affidavit of Nondisclosure
- B. Disclosure of Lobbying Activities, Standard Form LLL, 1 page
- C. List of Flame Retardant Chemicals for Risk Assessment
- D. Chemical Toxicity Documents (Miscellaneous) (to be provided after contract execution)
- E. Chronic Hazard Guidelines (to be provided after contract execution)
- F. NAS Proposal number 99-CLS-106, dated November 9, 1998
- G. NAS letter dated December 9, 1998

Attachment C

List of Flame Retardant Chemicals for Risk Assessment by NAS

- 1) Decabromodiphenyl oxide
- 2) Antimony trioxide
- 3) Hexabromocyclododecane
- 4) Tris(2-chloropropyl)phosphate
- 5) Tris(1,3-dichloropropyl-2)phosphate
- 6) Phosphonic acid, (3-[hydroxymethyl]amino)-3-oxopropyl dimethyl ester
- 7) Tetrakis hydroxymethylhydronium salts (precondensate w/urea) and polymer
- 8) Calcium and zinc molybdates
- 9) Antimonates
- 10) Zinc borate
- 11) Halogenated olefins and paraffins
- 12) Alumina trihydrate
- 13) Magnesium hydroxide
- 14) Aromatic phosphate plasticizers
- 15) Ammonium polyphosphates and blends
- 16) Organic phosphonates

ADDENDUM-

ADVANCE UNDERSTANDING ON HANDLING CONFIDENTIAL INFORMATION

The NAS is not expected to have access to or receive from CPSC, information that CPSC designates as proprietary or confidential. Accordingly, the NAS understands that the requirement under subparagraph I.3.b., pertaining to Attachment A, AFFIDAVIT OF NONDISCLOSURE, is not applicable to this contract.

The NAS will not accept from CPSC, without NAS's prior written approval, information or data labeled as proprietary or confidential. However, in the event that NAS does agree to accept such data and information from CPSC, the NAS will follow the requirements of Section I.3., HANDLING OF CONFIDENTIAL INFORMATION, including Attachment A, AFFIDAVIT OF NONDISCLOSURE to the extent consistent with NAS procedures. If NAS agrees to accept such proprietary or confidential information or data, all such data or information shall be prominently labeled. Any information or data that is not clearly labeled as proprietary or confidential will be treated by the NAS as if such information is in the public domain without disclosure restrictions.

If the NAS requires access to information that is classified confidential or higher, pursuant to FAR 52.204-2, Security Requirements, incorporated by reference herein, then NAS will handle such information in accordance with applicable U.S. security regulations and NAS approved industrial security procedures.

AFFIDAVIT OF NONDISCLOSURE

I will not disclose to any person or persons, except in the course of my duties, or use for my personal benefit, any information or the contents of any materials obtained or received by me under Contract No. _____ between the Consumer Product Safety Commission and myself.

I understand that any illegal use or disclosure of the information or materials contained under the contract will subject me to Title 18, United States Code, Section 641, which provides, in part, "Whoever.....steals.....or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record....or thing of value of the United States or any department or agency thereof.....shall be fined not more than \$10,000.00, or imprisoned not more than ten years, or both."

(Print Name)

(Date of Signature)

(Signature)

Witnessed by me on this ____ day of _____ 19 ____.

(Name of Witness)

(Date of Witness Signature)

(Witness Signature)

(Title of Witness)

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ATTACHMENT A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Reporting Entity: _____

Page _____ of _____

Attachment C

List of Flame Retardant Chemicals for Risk Assessment by NAS

- 1) Decabromodiphenyl oxide
- 2) Antimony trioxide
- 3) Hexabromocyclododecane
- 4) Tris(2-chloropropyl)phosphate
- 5) Tris(1,3-dichloropropyl-2)phosphate
- 6) Phosphonic acid, (3-[hydroxymethyl]amino)-3-oxopropyl dimethyl ester
- 7) Tetrakis hydroxymethylhydronium salts (precondensate w/urea) and polymer
- 8) Calcium and zinc molybdates
- 9) Antimonates
- 10) Zinc borate
- 11) Halogenated olefins and paraffins
- 12) Alumina trihydrate
- 13) Magnesium hydroxide
- 14) Aromatic phosphate plasticizers
- 15) Ammonium polyphosphates and blends
- 16) Organic phosphonates

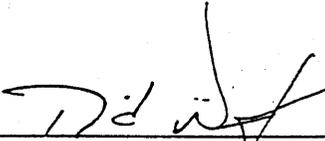
This proposal is incorporated into the contract with the exclusions noted in highlighter, as stipulated in Section C.3.c of the contract. In addition, clarifications noted below are also incorporated.

**NATIONAL ACADEMY OF SCIENCES / NATIONAL ACADEMY OF ENGINEERING /
INSTITUTE OF MEDICINE / NATIONAL RESEARCH COUNCIL
COMMISSION ON LIFE SCIENCES**

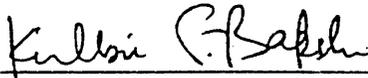
Proposal No. 99-CLS-106

TOXICOLOGICAL RISK OF FLAME-RETARDANT CHEMICALS

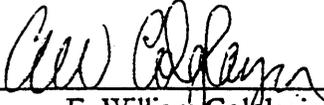
November 1998



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E. William Colglazier
Executive Officer
National Academy of Sciences

The Academy complex consists of four organizations: the National Academy of Sciences, the National Academy of Engineering, the Institute of Medicine, and the National Research Council. The National Research Council is the principal operating agency of the National Academy of Sciences and the National Academy of Engineering. This proposal is submitted by the National Academy of Sciences (NAS), which assumes full technical and legal responsibility under its Act of Incorporation for the work to be carried out under any resultant agreement. We are a nonprofit publicly supported organization exempt from federal income tax under Internal Revenue Service Code section 501(C)(3). The Taxpayer Identification Number is 53-0196932. Awards should be made payable to:

National Academy of Sciences
Accounting Office
ATTN: Cash Management Section
2101 Constitution Avenue, N.W.
Washington, DC 20418
Telephone: 202-334-3541

ATTACHMENT F

NATIONAL ACADEMY OF SCIENCES/NATIONAL RESEARCH COUNCIL
COMMISSION ON LIFE SCIENCES
BOARD ON ENVIRONMENTAL STUDIES AND TOXICOLOGY

Toxicological Risk of Flame-Retardant Chemicals

SUMMARY: The Committee on Toxicology will review toxicological, epidemiological, bioavailability, and exposure data on approximately 15 flame-retardant (FR) chemicals that are used or considered likely to be used to treat fabrics used in residential upholstered furniture to reduce the risk of death, injury, and property damage from small-open-flame ignited upholstered furniture fires. Based on available toxicity data and potential human exposure levels, the toxicological risks associated with these chemicals will be assessed. The assessments will include considerations of oral, dermal, and inhalation exposures. These toxicological assessments will be helpful to the Consumer Product Safety Commission (CPSC) in making decisions regarding the safe use of FR chemicals for treating upholstered furniture.

POLICY BACKGROUND: The Consumer Product Safety Commission (CPSC) is an independent federal regulatory agency created by Congress under the Consumer Product Safety Act of 1972. The Act requires the CPSC to "protect the public against unreasonable risks of injuries and deaths associated with consumer products." CPSC also administers the Flammable Fabrics Act, under which CPSC may regulate flammability hazards.

Upholstered-furniture fires are the leading cause of residential-fire deaths among the products under the jurisdiction of CPSC, accounting for approximately 16% of all civilian fire fatalities in 1996. Since 1990, an annual average of approximately 100 deaths, 450 injuries, and 50 million dollars in property losses resulted from the ignition of upholstered furniture by small open flames—matches, candles, or cigarette lighters. In 1993, the National Association of State Fire Marshals petitioned the CPSC to issue a performance-based flammability standard for upholstered furniture to reduce the risk of fire. The CPSC is considering a small-open-flame standard for upholstered furniture that would effectively reduce the risk of death, injury, and property loss resulting from small-flame ignitions. The promulgation of such a standard would mean that most residential upholstery fabric would be treated with FR chemicals. Thus, the implementation of a CPSC small-open-flame standard would result in the widespread use of the FR chemicals on upholstered furniture manufactured for household use. Exposure of the public to such chemicals could occur if the chemicals were able to migrate from their polymeric matrices.

Some flame retardants, such as tris(2,3-dibromopropyl)phosphate (TRIS), have been shown to be carcinogenic in experimental animals. Others have been shown to be tumor promoters, hepatotoxic, genotoxic, neurotoxic, or

Federal Hazardous Substances Act and

hazardous substances and

exclude

reproductive and developmental toxicants. While TRIS and other known carcinogens are not candidates for use in upholstery fabrics, many candidate FR chemicals lack adequate toxicity data, especially chronic studies. Therefore, there is concern that exposures to some FR chemicals through upholstery fabric might produce adverse health effects.

exclude

In the Fiscal 1999 appropriations report for CPSC, Congress requested that the National Research Council (NRC) conduct an independent 12-month study of the potential toxicologic risks of all flame-retardant chemicals identified by the NAS and the CPSC as likely candidates for use in residential upholstered furniture for the purpose of meeting regulations proposed by the CPSC for flame resistance of residential upholstered furniture. The NRC toxicologic risk assessments would be useful to the CPSC in making decisions regarding the safe use of FR chemicals that might be used to treat the upholstered furniture.

TECHNICAL BACKGROUND: FR chemicals are used in a wide variety of applications, including textiles, carpets, home furnishings, plastics, paints, adhesives, electronic equipment such as computers and televisions, and construction materials. In 1995, total uses of all types of FR chemicals was estimated to be hundreds of millions of pounds. Most of this was used to treat plastics and consisted primarily of aluminum oxide; a smaller amount was used for textiles. Most commercial upholstered furniture is treated with FR chemicals. However, there has been no federal requirement to treat residential upholstered furniture, and it is generally not treated with FR chemicals.

The CPSC is currently considering a small-open-flame performance-based standard for residential furniture that would specify a requirement for flame resistance, but would not specify how the furniture would have to be constructed to meet the standard. Manufacturers would be free to choose the means of complying with the standard. The most likely method for complying with the performance-based standard would be to treat the upholstery fabrics with FR chemicals. Many different FR chemicals and combinations of chemicals are potentially available to make the upholstery fabric more resistant to combustion. The FR chemicals could be incorporated within fibers, applied to the surface of the textile, or applied to the back of the textile in the form of a polymeric coating.

The FR chemicals most likely to be used for treating upholstered furniture include antimony trioxide; borax compounds (e.g., zinc borate and boric acid); bromine compounds (e.g., decabromodiphenyl oxide and polybrominated aromatic polymer); halogenated compounds (e.g., tris(2-chloropropyl)phosphate and (1,3-dichloropropyl-2) phosphate); hydrated minerals (e.g., alumina trihydrate); phosphorous compounds (e.g., organic phosphates); phosphoric acid, calcium and zinc molybdates; magnesium hydroxide, etc.

The brominated flame retardant—2,2-bis(bromomethyl)-1,3propanediol was shown to be carcinogenic in rats and mice at several sites—skin, breast, Zymbal's gland, esophagus, forestomach, kidney, urinary bladder, and thyroid. Fyrol FR-2 (tris(1,3-dichloroisopropyl) phosphate) was used in the textile industry

exclude

to flame retard polyester fabrics and is currently used to flame retard polyurethane foams. Fyrol FR-2 has been shown to induce chromosomal aberrations in the L5178Y1 Mouse Lymphoma Assay. A recent study reported that the brominated FR chemicals are similar in behavior and toxicity to well-known environmental contaminants, such as polychlorinated biphenyls (PCBs) and dichlorodiphenyl trichloroethane (DDT); the results of in vitro biotransformation tests indicate that some brominated FR chemicals are very persistent, even more so than PCBs.

exclude

However, many of the flame retardants lack adequate toxicity data, especially data from chronic exposure studies. Most of the FR chemicals also lack bioavailability data to determine how much of the chemical is available from the treated material for dermal or oral uptake. Reproductive and developmental toxicity data for most FR chemicals is either insufficient or absent. In addition, there is insufficient data concerning the susceptible subpopulations—children might be exposed to greater levels of the FR chemicals because they are likely to lick or chew the treated fabric.

exclude

The most likely routes of exposure will be either dermal or oral (licking or chewing of furniture fabric by children). However, inhalation exposure to FR chemicals may also be possible from the disintegration of worn-out FR-treated furniture upholstery that would cause the fabric particles to become airborne.

Because of the concern for toxicity to humans and environmental pollution, some scientists have recommended banning the use of some FR chemicals.

exclude

ORIGIN: Requested by Congress in CPSC's appropriations report for Fiscal 1999.

PLAN OF ACTION: A subcommittee of BEST's Committee on Toxicology will review the toxicology, epidemiology, bioavailability, and available exposure data (including, but not limited to information provided by CPSC) on approximately 15 FR chemicals that are used or considered likely to be used to treat fabrics used in residential upholstered furniture to reduce the risk of death, injury, and property damage from small-open-flame ignited upholstered furniture fires. Based on available toxicity data and potential human exposure levels, the toxicological risks associated with these chemicals will be assessed. The assessments will include considerations of oral, dermal, and inhalation exposures. The uncertainties associated with the toxicological risk assessments will also be identified both quantitatively and qualitatively. Deficiencies in the database on the FR chemicals will be identified, and where appropriate recommendations for future research will be made.

Scientists from the CPSC, EPA, and industry will make presentations concerning the toxicity of FR materials and provide technical documents that describes the toxicity and related data on FR chemicals likely to be used in upholstered furniture fabrics. Three meetings will be held to review the toxicity

documents on FR chemicals, and related data ^{exclude} for the development of exposure guidance levels for the consumers.

ANTICIPATED RESULTS: The report will be subject to review in accordance with the procedures of the NRC's Report Review Committee. The final report will be submitted to the study sponsor and other potentially interested parties. CPSC must submit the report to Congress. Sufficient copies will be printed, subject to the 25,000 copy imprint requirement, to ensure distribution to the sponsor and other interested parties in accordance with the policies of the NRC. Copies will be made available to the public without restriction. Briefings of the report will be provided to CPSC.

FEDERAL ADVISORY COMMITTEE ACT (FACA): The Academy has developed interim policies and procedures to implement Section 15 of the Federal Advisory Committee Act, 5 U.S.C. App. § 15. Section 15 includes certain requirements regarding public access and conflicts of interest that are applicable to agreements under which the Academy, using a committee, provides advice or recommendations to a Federal agency. In accordance with Section 15 of FACA, the Academy shall submit to the government sponsor(s) following delivery of each applicable report a certification that the policies and procedures of the Academy that implement Section 15 of FACA have been substantially complied with in the performance of the contract/grant/cooperative agreement with respect to the applicable report.

PUBLIC INFORMATION ABOUT THE PROJECT: In order to afford the public greater knowledge of Academy activities and an opportunity to provide comments on those activities, the Academy may post on its website (<http://www.nas.edu>) the following information as appropriate under its procedures: (1) notices of meetings open to the public; (2) brief descriptions of projects; (3) committee appointments, if any (including biographies of committee members); (4) report information; and (5) any other pertinent information.

ESTIMATED COSTS: The study is estimated to cost \$500,000 and take 12 months to complete.

From:

105TH CONGRESS }
2d Session }

HOUSE OF REPRESENTATIVES

{ REPORT
105-769

MAKING APPROPRIATIONS FOR THE DEPARTMENT OF VETERANS AFFAIRS AND HOUSING AND URBAN DEVELOPMENT, AND FOR SUNDRY INDEPENDENT AGENCIES, BOARDS, COMMISSION, CORPORATIONS, AND OFFICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 1999, AND FOR OTHER PURPOSES

OCTOBER 5, 1998.—Ordered to be printed

Mr. LEWIS of California, from the committee of conference,
submitted the following

CONFERENCE REPORT

SEC. 423. (a) Within 90 days of enactment of this Act, the Consumer Product Safety Commission shall make all necessary arrangements for the Committee on Toxicology of the National Academy of Sciences (NAS) to conduct an independent 12-month study of the potential toxicologic risks of all flame-retardant chemicals identified by the NAS and the Commission as likely candidates for use in residential upholstered furniture for the purpose of meeting regulations proposed by the Commission for flame resistance of residential upholstered furniture.

(b) Upon completion of its report, the Academy shall send the report to the Commission, which shall provide it to the Congress.

(c) The Commission, before promulgating any notice of proposed rulemaking or final rulemaking setting flammability standards for residential upholstered furniture, shall consider fully the findings and conclusions of the Academy.

NATIONAL ACADEMY OF SCIENCES-NATIONAL RESEARCH COUNCIL
COMMISSION ON LIFE SCIENCES
BOARD ON ENVIRONMENTAL STUDIES AND TOXICOLOGY

Proposal No. 99-CLS-106

TOXICOLOGICAL RISK OF FLAME-RETARDANT CHEMICALS

Consumer Product Safety Commission (CPSC) Summary Estimate of Costs

01/01/99 to 12/31/99

	AMOUNT
Direct Labor	\$224,754
Overhead	\$97,152
Overhead Cost of Money	\$2,132
Travel	\$51,744
Reports	\$6,090
Technology/Communication	\$13,670
Technology Cost of Money	\$500
Meeting Expense	\$4,584
Other Direct Costs	\$8,165
Subtotal:	<u>\$408,791</u>
General and Administrative Costs	\$90,588
G&A Cost of Money	\$623
Total:	\$500,002
Amount Requested From CPSC	<u>\$500,000</u>

Footnote: These major cost categories reflect the billing structure used by the National Academy of Sciences. Cost and rate data are attached as background information and for use in the negotiation process. Please be advised, however, that all costs are systematically collected in our accounting system and are available for audit through arrangements with the Defense Contract Audit Agency and our cognizant Administrative Contracting Officer at the Office of Naval Research.

ESTIMATION DETAILS PROVIDED FOR NEGOTIATION PURPOSES ONLY

NATIONAL ACADEMY OF SCIENCES-NATIONAL RESEARCH COUNCIL
COMMISSION ON LIFE SCIENCES

BOARD ON ENVIRONMENTAL STUDIES AND TOXICOLOGY

Proposal No. 99-CLS-106

TOXICOLOGICAL RISK OF FLAME-RETARDANT CHEMICALS

Estimate of Costs

	01/01/99 12	to months	12/31/99				
DIRECT LABOR, ON-SITE				Percent of Time	Annual Salary	Total Salary	Project Totals
Fall Exempt							
Board Director				10%	\$121,400	\$12,140	-
Sr. Program Director				10%	\$108,000	\$10,800	
Program Director				50%	91,800	45,900	
Research Associate				50%	45,200	22,600	
Admin Associate				5%	47,000	2,350	
Editor				10%	43,000	4,300	
Total Fall							\$98,090
Total Exempt							\$98,090
Fall Non-Exempt							
Admin Assistant				50%	\$40,000	\$20,000	
Admin Assistant				10%	44,000	4,400	
Total Fall							\$24,400
Total Non-Exempt							\$24,400
Total Fall Salaries						\$122,490	
Fall Salary Adjustments						\$1,225	
Total Salary Adjustments [1]						\$1,225	
Total Direct Labor, On-Site	(2)						\$123,715
Fringe Benefits @		27.11%	of Salaries				\$33,539

TOTAL DIRECT LABOR, ON-SITE, PLUS FRINGE \$157,254

SUBTOTAL (On-site Overhead Base) \$157,254

OVERHEAD, On-site 61.78% of Base \$97,152

COST OF MONEY (Labor) 1.3560% of Base \$2,132

TOTAL OVERHEAD, On-Site (3) \$99,284

DIRECT LABOR, OFF-SITE

Other Personnel

Consultant	75 days	\$450	\$33,750
Consultant	75 days	\$450	\$33,750

Total Other Personnel \$67,500

OTHER DIRECT COSTS

Travel Expenses (Domestic)

	#Pers.	#Mtgs	Days/ Mtg	#Per X Mtg.	Mtg Cost	\$\Mtg	Subtotal
Experts	15	3	2	45	\$965	\$43,425	\$43,425
Inv.	4	1	2	4	\$965	\$3,860	\$3,860
Staff	3	1	2	3	\$965	\$2,895	\$2,895
Chair	1	2	1	2	\$782	\$1,564	\$1,564

Total Domestic Travel \$51,744

Total Travel \$51,744

Other Costs

Reports (4)

Report Prod. (5) 300 copies @ \$20.30 \$6,090
Total Reports \$6,090

Photocopies (6) \$203 /mo \$2,440

Postage and Delivery

Project \$200 /mo \$2,400
Report disseminations 200 @ \$3.00 \$600

Technology/Communications

Long Distance Telephone \$125.00 /mo \$1,500
Tel. Equip. Charge (7) \$194.47 /mo \$2,334

Fax, Modem Analog Lines	\$6.46 /mo				\$78
Technology Services (8)	\$813.14 /mo				\$9,758
Cost of Money	\$41.69 /mo				\$500
Office supplies	\$175 /mo				\$2,100
Meeting Expenses					\$4,584
Woods Hole Facility Us	\$24	18	2	\$864	
Woods Hole Meals	\$20	18	2	\$720	
Books and Periodicals (e.g., newsletters, interlibrary loan)					\$300
Literature Searches					\$325
Total Other					\$33,009
TOTAL OTHER DIRECT COSTS					\$84,753
SUBTOTAL					\$408,791
General & Administrative Costs	22.16% of Net Direct Labor, Overhead, and Direct Costs.				\$90,588
Cost of Money	0.1525% of Net Direct Labor, Overhead, and Direct Costs.				\$623
TOTAL GENERAL AND ADMINISTRATIVE COSTS (9)					\$91,211
TOTAL ESTIMATED COST					\$500,002

Amount Requested From CPSC

\$500,000

It is requested that the award will provide for payment via Pool Agreement, Letter of Credit, or electronic transfer.

FOOTNOTES

1. An annual adjustment is applied to the salary base to provide for merit increases that will be awarded during the performance period of any award resulting from this proposal. The effective date for estimating such adjustments is May 1 for those programs conducted under the "Spring Schedule" units and October 1 for those programs conducted under the "Fall Schedule" units.

2. Direct Labor includes an accrual for personal leave, holidays, and other leave, such as jury duty and military service, at a rate of 16.5%.

3. The total on-site overhead rate includes a facilities capital cost of money factor. The total off-site overhead rate includes a facilities capital cost of money factor. The NRC annually draws upon more than 9,000 volunteer scientists, engineers, and other professionals, largely from universities and industry. Placing the value of these donated services in the Overhead base would result in significantly reduced Overhead and G&A rates.

4. Reports	Master		
	Manuscript	Reports	Internet
Estimated report production (copies)	1	300	0
Estimated report per copy cost	\$0.00	\$20.00	\$0.00
NAP cost of money factor	1.51330% (% of cost)	1.51330%	1.51330%
Estimated total report charge per copy	\$0.00	\$20.30	\$0.00
Estimated total report charge	\$0.00	\$6,090.00	\$0.00

The reports cost of money is calculated by multiplying the total cost of producing reports by the cost of money factor.

5. Executive Order 12832 provides the authority for NAS to reproduce and disseminate Academy reports to the public as needed and therefore we have included in our estimate of costs an amount projected to cover the cost of producing and disseminating reports for this activity.

6. Copying	
Estimated pages	50,000
Cost per Page	\$0.0483 /pg
Copying cost of money factor	\$0.0005 /pg
Estimated copying charges	\$2,440

Copying is estimated on a monthly basis. The total estimated copying charge is derived by determining the total estimated number of pages that might be reproduced based on similar projects undertaken by the NRC and multiplying by the per copy cost. The per copy cost includes a per copy cost of money factor.

7. Communications

Prorated Telephones 1.95

(Total Full-time Equivalent employees reflected in estimated salaried staff and on-site borrowed personnel percent of time in Direct Labor section of estimate.)

Total basic equipment charge, Digital		\$46.03
Basic equipment chg., Digital	\$45.87 /bi-wk	
Tel. cost of money factor, per phone (not applied to Long Distance)	\$0.1583 /bi-wk	

Telephone equipment charge equals Prorated Telephones times the total basic equipment charge, biweekly, times the number of pay periods covered by the estimate.

Estimated use of Fax/Modem	.15	
Total basic equipment charge, Analog		\$19.87
Basic equipment chg., Analog	\$19.34 /bi-wk	
Analog cost of money factor, per line	\$0.5335 /bi-wk	

Fax/Modem lines are shared on an equal basis with other projects.

8. Technology

Prorated PCs 1.95

(Total Full-time Equivalent employees reflected in estimated salaried staff and on-site borrowed personnel percent of time in Direct Labor section of estimate.)

Total Technology Services charge		\$202.33
Technology Services chg., per PC	\$192.46 /bi-wk	
Tech. cost of money factor per PC	\$9.8685 /bi-wk	

Technology services charge equals Prorated PCs times the total basic equipment charge, biweekly, times the number of pay periods covered by the estimate.

Estimated use of Laptop Computer(s)	.00	
Total Biweekly Charge		\$202.33
Technology Services, per laptop	\$192.46 /bi-wk	
Technology Services Cost of Money factor, per laptop	\$9.8685 /bi-wk	
COMBINED TECH. SERVICES, BIWEEKLY	\$384.92	
COMBINED TECH. SERVICES COST OF MONEY, BIWEEKLY	\$19.74	
COMBINED TOTAL TECH. SERVICES, BIWEEKLY	\$404.66	

9. The use of all fixed rates in this proposal has been approved by the Administrative Contracting Officer, Office of Naval Research, to assist sponsors in accurate forward pricing. The NRC indirect rates are negotiated with the Office of Naval Research on a yearly basis. The proposed rates are fixed rate carry forward which means that the rates may change for subsequent NRC fiscal years. The NRC must propose using the rates in effect at the time of the proposal. However, for contract billing purposes, the rates proposed may change for subsequent NRC fiscal years and it is understood that any contractually-stipulated indirect rate would be modified in accordance with any revised negotiated indirect rates. Indirect rates include the corresponding negotiated rate agreement cost of money factors.
10. The Subagreements/Flow-Thru Administration rate includes a facilities capital cost of money factor applied to the subagreement/flow-thru.

Rate Table: 7/1/98-12/31/98			
NAS FY 99 RATES	Rate		Total Rate
	Before Cost of Money	Cost of Money Additive	
Offsite Overhead	43.25%	0.2078%	43.4578%
Regular Overhead	61.78%	1.3560%	63.1360%
Flow-through Admin	2.18%	0.0099%	2.1899%
G&A	22.16%	0.1525%	22.3125%
Copy Center	\$0.0483	\$0.0005	\$0.0488
Telephone: Digital	\$45.87	\$0.1583	\$46.03
Telephone: Analog	\$19.34	\$0.5335	\$19.87
Technology	\$192.46	\$9.8685	\$202.33
Lap-top Technology Service	\$192.46	\$9.8685	\$202.33
Leave	16.50%	-	16.50%
Fringe	27.11%	-	27.11%
NAP	-	1.5133%	1.5133%
Pay Periods	26	2.16667 per month	
Woods Hole Facility Use	\$24	per day	
Woods Hole Meals	\$20	per person, per day	
Beckman Center Meals	\$23.75	per person, per day	

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OFFICE OF CONTRACTS AND GRANTS
FAX: (202) 334-2797 SERVICES
PHONE: (202) 334-2888

OFFICE LOCATION:
Cecil and Ida Green Building
2001 Wisconsin Avenue NW, Room GR406

December 9, 1998

Mr. Peter Nerret
Contract Specialist
Division of Procurement Services
Consumer Product Safety Commission
4330 East-Way Highway, Room 517
Bethesda, MD 20814-4408

Re: Proposal No. 99-CLS-106

Dear Mr. Nerret:

The referenced proposal entitled "Toxicological Risk of Flame-Retardant Chemicals" was sent on November 9, 1998 for your consideration. The covering letter indicated that the acceptance of funding from the Consumer Product Safety Commission (CPSC) was contingent upon approval by the Governing Board Executive Committee (GBEC) of the National Research Council (NRC). That approval has now been received. As part of that approval, it was stipulated that both the proposal and the resultant award document contain explicit statements to the effect that while the NRC will be providing advice and assistance to the CPSC on flame-retardant chemicals, the CPSC will have sole authority and responsibility with respect to any proposed and final regulations concerning flame-retardant chemicals and for all decision making in connection with such regulations. Accordingly, this letter will serve as an addendum to our proposal; the exact language for inclusion in the award document can be a discussion item during the negotiation process.

If you have any questions, or if additional information is needed, please contact me at (202) 334-2888. Your cooperation is appreciated.

Sincerely yours,



Charles E. Arbanas
Senior Contract Manager

c: J. Prince
B. Williams
J. Reisa

ATTACHMENT G