IN-HOME SAMPLING AND DATA COLLECTION FOR EVALUATING HEALTH AND SAFETY CONCERNS RELATED TO PROBLEM DRYWALL FT BRAGG STUDY - DELIVERY ORDER 0003 TASK 5.

THE CONTRACTOR'S PROPOSAL DATED 9/14/2010 IS INCORPORATED BY REFERENCE.

0001

TASK 5 Fort Bragg Study - Comprehensive forensic environmental investigation of two Continued ...
homes in accordance with the attached Statement of Work.

DELIVERY WITHIN 6 MONTHS AFTER THE EFFECTIVE DATE OF THE DELIVERY ORDER

PAYMENT WILL BE MADE ON A MONTHLY BASIS AFTER REVIEW AND APPROVAL BY THE CPSC PROJECT OFFICER BASED ON THE FOLLOWING SCHEDULE:

- MONTH ONE $37,470.00
- MONTH TWO $37,470.00
- MONTH THREE $37,470.00
- MONTH FOUR $37,470.00
- MONTH FIVE $37,470.00
- MONTH SIX $37,471.00

The total amount of award: $224,821.00. The obligation for this award is shown in box 26.
1. OBJECTIVE
a. This task order is for expert services under CPSC-D-10-0002 contract for continued in-home sampling and data collection for evaluating health and safety concerns related to problem drywall. Two homes near Fort Bragg, North Carolina will undergo a comprehensive forensic environmental investigation. These homes are part of the housing provided to families of military personnel stationed at Fort Bragg. This work is being done in cooperation with the U.S. Army and will be a critical part of their investigation of several infant deaths from undetermined causes in Fort Bragg military housing, as well as the ongoing CPSC problem drywall investigation. The objectives of this task order are as follows:

1) Obtain and review existing information and data on the two homes.
2) Characterize the indoor environment of the two homes.
3) Analyze the data and compare with data obtained and parameters observed in previous and ongoing CPSC and EH&E studies (51 home study, 6 home study, and domestic drywall home study) and other relevant environmental investigation studies conducted by EH&E.

b. The expert services are in support of an anticipated enforcement proceeding by the Commission staff under Section 15 of the CPSA, 15 USC 2064 (a). This request is being made under the authority of 41 USC § 253 (c) (1) as set forth in FAR 6.302-3 (expert services for anticipated litigation).

2. STATEMENT OF WORK
a. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below, except as provided in Section 9, “Government Furnished Materials.” It is anticipated that the deliverables from these services will be used to support the Agency’s potential litigation. Homes for testing will be selected by the CPSC staff, and access to the homes by EH&E will be coordinated with the U.S. Army. This task includes the testing and evaluation services outlined below. Additional tasks may also be ordered under the contract during the base and option periods, and will be described and negotiated prior to task issuance.

b. The Contractor shall conduct a comprehensive environmental investigation of two Fort Bragg homes. The study will characterize the indoor environments in these homes and compare the
results to corresponding data and parameters from homes in other EH&E and CPSC staff studies, and other environmental studies conducted by EH&E.

c. This task order is Task 5 – Fort Bragg Study

1) Task 5 – Fort Bragg Study - Two homes near Fort Bragg, North Carolina will undergo a comprehensive forensic environmental investigation to include the following stages:

i. Stage 1 - Project Orientation, Scoping Effort, Detailed Test Plan
   1. Project Orientation - Obtain and review available information and data on the efforts undertaken to date, including information and data on housing type, construction, renovation, maintenance, and existing investigation. Refine proposed level of effort as needed and assemble scope of work for CPSC review.
   2. Scoping Effort - Draft Quality Assurance Project Plan (QAPP) for the investigation to ensure the collection of quality data throughout all field collection and data reduction/analysis activities associated with the study. Solicit input from parties involved and revise as needed.
   3. Detailed Test Plan for Fort Bragg Study - Contractor shall submit a detailed test plan (including test protocols, data collection methods, and schedule) for completing comprehensive forensic environmental investigation.

ii. Stage 2 - Project Staging Effort and Onsite Investigation

   1. Project Staging Effort - Finalize the QAPP and stage field equipment and resources to undertake the onsite investigation. Dispatch equipment and staff to Fort Bragg to initiate the onsite activities which are expected to be one week in duration.
   2. Onsite Investigation - Stage the field study in two residences on the Fort Bragg base and conduct the following activities in support of the field study:
      • Site Assessment
         • Conduct residential building characterization and building systems survey including square footage, ventilation design, and general home construction-related characteristics.
      • Drywall Characterization and Identification of Country of Origin
Scan multiple locations on each wall of every room in the home with an XRF analyzer to measure strontium concentrations for estimating the amounts/types of drywall present in the home.

From each room, collect multiple drywall core samples from locations behind electrical outlet covers. The samples should be of sufficient mass to conduct elemental sulfur (S\text{8}) analyses by GC/ECD.

Collect one 1 foot by 1 foot drywall sample from each room where informed consent is provided by the property owner and replace the opening with an access panel.

Store and analyze all drywall samples by XRF/FTIR for carbonate levels, and characterize by color and odor.

Determine S\text{8} concentration of a subset of eight drywall samples per home and archive remaining samples for possible analysis at a later date.

Conduct drywall mapping of home showing country of origin of the boards.

* Indoor Environmental Characterization
  * Measure and record temperature, relative humidity, dew point (at 5 minute intervals) over a two week period when passive samplers are deployed.
  * Take two indoor air samples in each home with corresponding QA/QC samples consisting of outdoor air, blank and duplicate samples.
  * Determine air exchange rate during the site visit using CO\text{2} monitor decay method.
  * Use an electric sensor to monitor the duty cycle of air handling unit(s).
  * Collect tap and irrigation water (if present) in 500 mL plastic bottles preserved with appropriate means and conduct an analysis of the water samples in accordance to Standard Test Method 4500-52 D, 20th Edition for a possible source of hydrogen sulfide.

* Air Sampling
  * Collect 4 grab samples to screen for hydrogen sulfide (3 inside the home and 1 outside the home)
  * Take two indoor air samples in each home with corresponding QA/QC samples consisting of outdoor air, blank and duplicate samples.
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- Conduct short-term sampling (~4-6 hour period) for aldehydes and speciated volatile organic compounds
- Conduct long-term sampling (two week period) – for hydrogen sulfide, aldehydes, and corrosion

- Forensic Chemical Residue Survey
  - Collect (30) samples of surface dust and environmental samples from residential (indoor and outdoor) environmental reservoirs for chemical residue or products of interest, such as inorganic and organic compounds (e.g., metals and semi-volatile organic compounds, pesticides, polynuclear aromatic compounds)
  - Such sources include (if available):
    - settled dust on furnishings, furniture and carpets
    - air filters on indoor and outdoor air handling equipment
    - drain traps on sinks and air handling equipment
    - tub liner on washing machine
    - exhaust duct grilles in bathroom, kitchen or other areas
    - parent and child clothes hampers
    - infant furniture (changing table, crib, and bassinet)
    - infant feeding bottle and formula preparation area
    - vacuum bag filters

- Samples shall be submitted to a variety of analytical tests using state-of-the-art laboratory equipment. The types of laboratory equipment and analytical methods will depend on the review of relevant documents and the on-site investigation. These may include:
  - Inductively coupled plasma-atomic emission spectrometers (ICP)
  - Gas chromatography/mass spectroscopy with full scan and selective ion-monitoring modes (GC/MS – Full/SIM)
  - High performance liquid chromatography (HPLC)

- Corrosion Effects Measurement
  - Inspect and evaluate corrosion on all accessible electrical outlet ground wires
  - Deploy corrosion classification coupons for a two-week period at two locations in the home (in the main living area and at the air handler unit register with corresponding QA/QC samples consisting of outdoor air, blank, and duplicate samples)
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- Building Dynamics Testing
  - Conduct Envelope Performance Evaluation (Blower door testing) to
    measure the airtightness of the home and locate any air leakage
    locations
  - Determine if combustion appliance spillage or backdrafting may be
    possible in the home

iii. Stage 3 Building Performance and Laboratory Data Analysis and Reporting

1. Data Analysis - Process data from the building performance evaluations and
   laboratory analysis of all collected samples. Screen laboratory data for potential
   environmental hazards.

2. Reporting - Develop reports including the information review and results of the
   onsite studies. Provide an in-person briefing and teleconference meetings on the
   results to CPSC staff and other interested parties as detailed in Section 3 -
   Reporting Requirements.

2) In performance of all tasks under this contract, the Contractor shall use personnel trained in
   standard air monitoring techniques for field measurements.

3) The Contractor shall contact key investigators and incorporate their most recent findings into
   the final study design.

4) All equipment for sampling and analysis shall be calibrated according to manufacturers’
   specifications.

3. REPORTING REQUIREMENTS
   a. Detailed Test Plan for Task 5 – Fort Bragg Study

   The Contractor shall provide a detailed test plan for Task 5 – Fort Bragg Study in accordance with
   the STATEMENT of WORK within two weeks of the effective date of the contract.
   Format: Word File/PDF, as an attachment to E-mail.

   b. Biweekly Status Reports
The Contractor shall provide oral consultation and electronic copy reports to the Project Officer every 2 weeks, which set forth status of sampling and findings. Significant findings or any unanticipated problems shall be communicated as soon as they occur.

c. Draft and Completed Final Reports for Task 5 - Fort Bragg Study

The draft final report shall contain information concerning the contract pursuant to which the report is prepared and the name of the Contractor. The report shall include a detailed description of the protocol used, sampling procedures, findings and conclusions. The Contractor shall supply the Commission staff with the draft report within 3 months after the effective date of the contract. An in-person briefing and/or teleconference to CPSC staff and interested Army personnel will be conducted shortly after receipt of the draft report. A final report shall be provided to CPSC staff within 6 months after the effective date of the contract. CPSC staff will provide the final report to the designated Army personnel.

The CPSC Project Officer will review the draft final report and submit comments to the Contractor, as necessary, 2 months after receipt of the draft final report. The Contractor shall incorporate changes based on the CPSC Project Officer's comments into the completed final report. The Contractor shall submit the completed final report to the CPSC Project Officer one month after receipt of comments from the CPSC Project Officer.

4. ACCEPTANCE OF DELIVERABLES

a. Acceptance/rejection/ comments/corrections and changes will be transmitted to the Contractor by the CPSC Project Officer, in writing, within one month after date of receipt.

b. Acceptance/rejection will be based on conformance with STATEMENT OF WORK, and REPORTING REQUIREMENTS.

5. PERIOD OF PERFORMANCE

The period of performance is from the effective date of this task order through 6 months (estimated to start on September 24, 2010). The period includes final Government review, Contractor revisions, and submission of the completed final report. This contract contains four additional option years.
6. DELIVERY OR PERFORMANCE

The Contractor shall perform services and deliver items in accordance with the following schedule:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>PERFORMANCE</th>
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<tbody>
<tr>
<td>a. Detailed Test Plan for Task 5 - Fort Bragg Study</td>
<td>1</td>
<td>Within 2 weeks after effective date of the DELIVERY ORDER</td>
</tr>
<tr>
<td>b. Biweekly status reports</td>
<td>12 oral &amp; email or CD</td>
<td>Within 3 days after each biweekly period</td>
</tr>
<tr>
<td>c. Submit Task 5 - Fort Bragg Draft Report and raw data for comment</td>
<td>1</td>
<td>Within 3 months of the effective date of the DELIVERY ORDER</td>
</tr>
<tr>
<td>d. Submit Completed Final Report</td>
<td>1</td>
<td>Within 6 months after the effective date of the DELIVERY ORDER</td>
</tr>
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7. PLACE OF DELIVERY

Items specified in DELIVERY OR PERFORMANCE, shall be mailed or delivered to:
lsaltzman@cpsc.gov and rkhanna@cpsc.gov

Lori E. Saltzman
Directorate for Health Sciences
U.S Consumer Product Safety Commission
4330 East-West Highway, Suite 600-B
Bethesda, MD 20814

8. PROJECT OFFICER DESIGNATION

a. Rohit Khanna of the Agency's Office of Hazard Identification and Reduction and Lori E. Saltzman of the Commission's Division of Health Sciences have been designated as the Government's Project Officer(s) for this contract. These individuals may be reached on (301) 504-7546 (Khanna) and (301) 504-7238 (Saltzman).
9. GOVERNMENT-FURNISHED MATERIALS

a. The Government will furnish to the Contractor for use in connection with this contract the materials set forth below:

   • Addresses of the two homes to be used in this study, including coordination of Contractor's visits to homes by CPSC Field Staff and the Army.

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 unless specified in additional negotiated task orders.

10. 52.000-21 DISCLOSURE OF INFORMATION

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the contractor.

b. Should the Contractor subsequently apply to the Consumer Product Safety Commission for permission to publish documents containing the results of this work and the release is approved in writing, any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-D-10-0002. 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."

11. 52.000-24 NONDISCLOSURE OF ANY DATA DEVELOPED UNDER THIS CONTRACT

a. The Contractor agrees that it and its employees will not disclose any data obtained or developed under this contract to third parties without the consent of the U. S. Consumer Product Safety Commission Contracting Officer.
b. The Contractor shall obtain an agreement of non-disclosure (see Exhibit A attached) from each employee who will work on this contract or have access to data obtained or developed under this contract.

12. Declaration of Non-Conflict of Interest

All Contractor employees performing under this contract shall execute a Declaration of Non-Conflict of Interest (Exhibit B) before beginning performance under the contract.
Exhibit A: Declaration of Non-Disclosure

Neither I, [name of Contractor], nor my organization, [Contractor's Organization], nor its employees or agents will disclose to any person or persons, except in the course of my duties, or use for our personal benefit, any information, identifying information, or the contents of any materials or data received or obtained by me, my organization or employees or agents pursuant to contract no. [insert identifying number for Contract] between the United States Consumer Product Safety Commission (CPSC) and myself and/or my organization. I, [name of Contractor], my organization, [name of organization], and its employees and agents understand that illegal use or disclosure of the information or materials received from the CPSC pursuant to contract no. [insert identifying number for Contract] subjects the party making such illegal use or disclosure to Title 18, United States Code, Section 641, which provides:

Whoever embezzles, steals, purloins, or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record, voucher, money, or thing of value of the United States or of any department or agency thereof, or any property made or being made under contract for the United States or any department or agency thereof; or

Whoever receives, conceals, or retains the same with intent to convert it to his use or gain, knowing it to have been embezzled, stolen, purloined or converted -

Shall be fined under this title or imprisoned not more than ten years, or both; but if the value of such property in the aggregate, combining amounts from all the counts for which the defendant is convicted in a single case, does not exceed the sum of $1,000, he shall be fined under this title or imprisoned not more than one year, or both.

The word "value" means face, par, or market value, or cost price, either wholesale or retail, whichever is greater.

I further declare and attest that these contract provisions shall be personally binding on all personnel, agents, and independent contractors retained by me for the purpose of this investigation.

Pursuant to Title 28, Section 1746 of the United States Code (28 USC §1746), I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this __________ day of , 2010, at ______________.

Signed:  

________________________________________  ________________________________
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STATEMENT OF WORK

__________________________  _______________________
(titl e and organization name)  (title and organization name)
Exhibit B:
Declaration of Non-Conflict of Interest

I, [name of Contractor], on behalf of myself and my organization [Contractor's Organization], do declare and state:

I (we) do not have any current or contemplated financial or other interests (e.g., retirement pay, pension benefits, ownership of stock or bonds, or contracts of any kind for consideration or otherwise) in any domestic or international drywall companies or other with the possible exception of indirect interests through ownership of mutual funds or diversified investment vehicles.

In the event that I (we) acquire a financial or other interest in any of the above companies during the course of this contract I will immediately notify the CPSC Contracting Officer. I further declare and attest that these contract provisions shall be personally binding on all personnel, agents, and independent contractors retained by me during this investigation.

Pursuant to Title 28, Section 1746 of the United States Code (28 USC § 1746), I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this ___________ day of ___, ___, at ______________, ______________

Signed: __________________________  __________________________

______________________________  ______________________________

Declarant  Declarant

______________________________  ______________________________

(title)  (title)

(organization name)  (organization name)