

US Department of Commerce  
 NIST-NATL INST OF STDS & TECHN  
 100 BUREAU DRIVE  
 GAITHERSBURG, MD 20899-0001

ACCEPTANCE NOTIFICATION

Date  
 09 SEP 2009

Your Reference Number  
 CPSC-I-09-0017

To

CONSUMER PRODUCT SAFETY COMMISSION  
 DIVISION OF PROCURMENT SERVICES  
 4330 EAST WEST HWY  
 RM 517  
 BETHESDA, MD 20814-9932

Agency Reference No  
 CPSC-I-09-0017-000-000

Please refer to this number in future communication with this agency

The Agreement referenced above is:

Accepted  
 Rejected

Estimated costs this order/modification  
 \$ 225,000.00

Period of Performance  
 09-SEP-2009 To 31-DEC-2013

Advance Required: Yes

Fiscal Year and Amount  
 2009 \$ 225,000.00

Total Agreement Amount: \$ 225,000.00

Remarks and Attachments:

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH NIST STATUTORY AUTHORITY (15 USC 271-278E). THE AMOUNT STATED IS THE ESTIMATED COST. FINAL CHARGES WILL BE BASED ON ACTUAL COSTS INCURRED WHICH INCLUDE DIRECTLY RELATED EXPENSES AND APPROPRIATE CHARGES FOR INDIRECT AND ADMINISTRATIVE EXPENSES (15USC278b(e)). AS DETERMINED THROUGH THE NIST COST ACCOUNTING SYSTEM. IN THE EVENT THE ESTIMATED AMOUNT IS NOT SUFFICIENT TO COMPLETE THE WORK OR IF EXCESS FUNDS APPEAR TO BE AVAILABLE FOR RETURN, YOU WILL BE ADVISED AS EARLY AS POSSIBLE.

PLEASE ADVANCE FUND TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY WORKING CAPITAL FUND (13X4650). NIST IS AUTHORIZED TO REQUIRE AN ADVANCE TO ITS WORKING CAPITAL FUND BY 15 USC 275a.

NIST IS BILLING THRU THE IPAC SYSTEM.

ATTN: DODIE KESSLER 301-504-7037

Customer Approval:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**NOT APPLICABLE**

Performing Agency Approval:

Name: *John Quick*  
 JOHN QUICK  
 Finance Operations Manager

Title: \_\_\_\_\_  
 Date: 9/10/09  
 Phone: \_\_\_\_\_

CPSC-I-09-0017  
INTERAGENCY AGREEMENT BETWEEN THE  
U.S. CONSUMER PRODUCT SAFETY COMMISSION AND  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

**1. Purpose**

The purpose of this interagency agreement (IAG) is to acquire an independent, empirical foundation upon which to develop life-safety-based CO performance requirements for portable gasoline-powered electric generators. The results of this IAG will be a method that staff can use to relate a maximum "acceptable" carbon monoxide (CO) exposure limit profile to the CO emission performance of a portable generator operated in a foreseeable manner. This will result in a reasonable set of performance requirements that are based solely on health consequences, and are totally technology independent. It should be noted that as used here, the "acceptable" CO exposure limit means a generator-specific CO tenability-type limit that would not compromise an individual's ability to remove themselves from a developing hazardous CO environment. It is distinct from lowest exposure level (LEL) at which adverse health effects of CO might become noticeable (e.g., as used for EPA's national ambient air quality standards 1 hour and 8 hour exposure limits).

**2. Authority**

The authorities for NIST and CPSC to enter this Agreement are:

(1) CPSC Authority: Section 29(d) of the Consumer Product Safety Act, (15 U.S.C. 2078(d)); and

(2) NIST Authority: 15 U.S.C. § 271 et. seq.

**3. Background**

The U.S. Consumer Product Safety Commission, hereinafter referred to as CPSC, and the National Institute of Standards and Technology, hereinafter referred to as NIST, hereby agree that NIST shall provide services in accordance with this statement of work of IAG CPSC-I-09-0017. The purpose of this IAG is to provide CPSC staff with information to allow development of life safety-based performance requirements for portable engine driven electric generators reflecting current consumer use patterns. It involves development of a method to establish CO emission performance limits for portable generators operated in an attached garage given prescribed CO exposure limits that are based on protecting consumers against CO poisoning that can

result in death or in serious and/or lasting adverse health effects. While this methodology will consider information gained from past NIST experimental and simulation work characterizing CO emissions from generators in attached garages and the resulting time course profiles of CO concentrations in the home, it will be developed independent of, and without bias toward, any particular technology for reducing CO emissions or consumer exposure to emissions. In addition, the work will include analysis and consideration of the range of house parameters through the collection of homes that NIST developed for HUD, fundamental principles of airflow into and between attached garages and homes and within the homes' living spaces, generator operating parameters, and environmental factors. The development will include any necessary statistical analysis, such as sensitivity analysis.

This IAG funds a 3-task project to provide the needed technical information for CPSC staff to propose CO emission requirements for portable generators: Task 1) NIST will review literature and conduct a preliminary analysis to determine the feasibility of such a methodology and develop a detailed plan. NIST will provide a short interim report of their literature review findings and a bibliography of relevant papers reviewed. NIST will interact with CPSC personnel as-needed to ensure the plan will meet the needs of the overall project; Task 2) NIST will complete the development and application of the method per the approved plan developed in Task 1; Task 3) NIST will provide a final summary report including a description of the method and its application and any appropriate recommendations.

**4. Statement of Work: "Development of Independent Empirical Basis for CO Emission Performance Requirements for Portable Gasoline-Powered Electric Generators"**

The following tasks shall be completed by NIST under this IAG. Adjustments in the tasks may be made by mutual agreement between CPSC and NIST. The tasks are described below.

<b>Task</b>	<b>Description</b>
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Task 1	NIST will review literature and conduct a preliminary analysis to determine the feasibility of such a methodology and develop a detailed plan. NIST will provide a short interim report of their literature review findings and a bibliography of relevant papers reviewed. NIST will interact with CPSC personnel as-needed to ensure the plan will meet the needs of the overall project.
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Task 2 NIST will complete the development and application of the method per the approved plan developed in Task 1.

Task 3 NIST will provide a final summary report including a description of the method and its application and any appropriate recommendations.

#### 5. Period of Performance

The period of performance shall begin upon execution of this Agreement and shall not extend beyond December 31, 2013. This agreement may be modified by mutual consent of the CPSC and NIST.

#### 6. Delivery and Performance

All deliverables required under the terms and conditions of this IAG shall be provided to the CPSC. The following items shall be performed or delivered to CPSC in accordance with the schedule below:

Delivery Item	Performance Schedule
A. Meet with CPSC staff to develop requirements of method (Task 1)	Within 30 calendar days after IAG effective date
B. Review literature, conduct preliminary analysis, and provide a short interim report of literature review findings and a bibliography of relevant papers reviewed (Task 1)	Within 220 calendar days after IAG effective date
C. Complete development and application of method (Task 2)	Within 465 calendar days after IAG effective date
D. Complete draft report (Task 3)	Within 618 calendar days after IAG effective date

- E. Complete final report (Task 3) Within 648 calendar days after IAG effective date

**7. Schedule of Task Costs**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Task 1	NIST will review literature and conduct a preliminary analysis to determine the feasibility of such a methodology and develop a detailed plan. NIST will provide a short interim report of literature review findings and a bibliography of relevant papers reviewed. NIST will interact with CPSC personnel as needed to ensure the plan will meet the needs of the overall of the project.	\$50,000
Task 2	NIST will complete the development and application of the method per the approved plan developed in Task 1.	\$150,000
Task 3	NIST will provide a final summary report including a description of the method and its application and any appropriate recommendations.	\$25,000

**8. Disagreements**

Should disagreement arise on the interpretation of the provisions in this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Major Differences).

**9. Liaison Officers**

A. NIST Project Officer

Steven Emmerich  
National Institute of Standards and Technology  
Building and Fire Research Laboratory  
100 Bureau Drive, Mail Stop 8633  
Building 226, Room A317  
Gaithersburg, MD 20899-8663  
Phone: (301) 975-6459

B. CPSC Project Officer

Janet Buyer  
U.S. Consumer Product Safety Commission  
Directorate for Engineering Sciences  
4330 East-West Highway, Room 611  
Bethesda, MD 20814  
Phone: (301) 504-7542

C. CPSC Finance Officer

U.S. Consumer Product Safety Commission  
Directorate for Administration  
Accounting Operations  
4330 East-West Highway, Room 522  
Bethesda, MD 20814

Agency Payment Officer:

Deborah Hodge  
Phone: 301-504-7130

**10. Cost and Transfer of Funds**

The total cost for this IAG is \$225,000. The full amount will be paid to NIST in advance of performance commencement. The funding for this IAG will be provided by the CPSC with FY 2009 funds.

**11. Termination and Cancellation Clause**

Any party may terminate this agreement by providing 90 days written notice to the other party. If the requesting agency cancels the order, the providing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs. The total value of the agreement, including termination costs, will not exceed \$225,000.

12. Funding and Accounting Data

Payment shall be made in advance from CPSC to NIST through the On-Line Payment Collection (OPAC) system using the following accounting data:

Transfer from:

**CPSC**

FUNDING CODE: 09 PS EXHR 4400 23336 253A

AMOUNT: \$225,000

CPSC Agency Location Code: 61000001

CPSC DUNS number: 069287522

CPSC Taxpayer ID Number: 520978750

CPSC US Treasury Code: 6190100

Transfer to:

**NIST**

FUNDING CODE:

NIST Agency Location Code: 13060001

NIST DUNS number: 929956050

NIST Taxpayer ID Number: 530205706

At least quarterly, NIST will reconcile balances related to revenue and expenses for work performed under the agreement. Under no circumstances will the amount paid be more than the actual costs of the goods or services

14. Approved and Accepted:

Servicing Agency - NIST:

SIGNATURE: \_\_\_\_\_

**JOHN QUICK**  
Finance Operations Manager *John Quick*

PRINTED NAME: Marvin Washington

TITLE: Division Chief, Finance Division

DATE: \_\_\_\_\_

*9/10/09*

Requesting Agency - CPSC:

SIGNATURE: Donna Hutton

PRINTED NAME: Donna Hutton

TITLE: Contracting Officer

DATE: 8/31/09