

|  |  |  |  |  |  |   |  |
|--|--|--|--|--|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>  |  |  |  | 1. REQUISITION NUMBER<br>REQ-2400-15-0079  |  | PAGE OF<br>1 21   |  |
| 2. CONTRACT NO.<br>GS-35F-256CA  |  | 3. AWARD/EFFECTIVE DATE<br>09/29/2015  |  | 4. ORDER NUMBER<br>CPSC-F-15-0087  |  | 5. SOLICITATION NUMBER<br>CPSC-Q-15-0083                    |  |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>Greg Grayson  |  | b. TELEPHONE NUMBER (No collect calls)<br>301-504-7725   |  | 8. SOLICITATION ISSUE DATE<br>08/17/2015                    |  |
| 9. ISSUED BY<br>CONSUMER PRODUCT SAFETY COMMISSION<br>DIV OF PROCUREMENT SERVICES<br>4330 EAST WEST HWY<br>ROOM 523<br>BETHESDA MD 20814   |  |  |  | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 518210<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$23.0 |  |   |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |  | 12. DISCOUNT TERMS<br>SB/Net 30  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>   |  | 13b. RATING   |  |
| 15. DELIVER TO<br>CONSUMER PRODUCT SAFETY COMMISSION<br>OFFICE OF INFORMATION SERVICES<br>4330 EASTWEST HIGHWAY<br>ROOM 839-23<br>BETHESDA MD 20814  |  |  |  | 16. ADMINISTERED BY<br>CONSUMER PRODUCT SAFETY COMMISSION<br>DIV OF PROCUREMENT SERVICES<br>4330 EAST WEST HWY<br>ROOM 523<br>BETHESDA MD 20814  |  |   |  |
| 17a. CONTRACTOR/OFFEROR<br>CTAC<br>3120 FAIRVIEW PARK DRIVE<br>SUITE 600<br>FALLS CHURCH VA 22042-4504   |  | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> |  | 18a. PAYMENT WILL BE MADE BY<br>CPSC Accounts Payable Branch<br>AMZ 160<br>P. O. Box 25710<br>Oklahoma City OK 73125   |  |   |  |
| 19. ITEM NO.   |  |  |  | 20. SCHEDULE OF SUPPLIES/SERVICES  |  | 24. AMOUNT  |  |
|  |  |  |  | 21. QUANTITY   |  | 22. UNIT  |  |
|  |  |  |  | 23. UNIT PRICE   |  |   |  |
| DUNS Number:   |  |  |  |  |  |   |  |
| Contracting Officer Representative:<br>Kim Sheppard<br>Email: Ksheppard@cpsc.gov<br>Tel: (301) 504-7576  |  |  |  |  |  |   |  |
| The Contractor shall provide a cloud-based Drupal "Platform as a Service" (PaaS) Web Content Management System (WCMS) for the Consumer Product Safety Commission in accordance with the attached Statement of Work, terms and conditions, and GSA<br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |  |  |  |  |  |   |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>0100A15DSE-2015-9995300000-EXIT002400-252M0   |  |  |  |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$599,210.40 |  |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4, FAR 52 212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  |  |  |  | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4, FAR 52 212-5 IS ATTACHED. ADDENDA   |  |   |  |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.   |  |  |  | 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.  |  |   |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |  |  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br>   |  |   |  |
| 30b. NAME AND TITLE OF SIGNER (Type or print)  |  | 30c. DATE SIGNED   |  | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br>Eddie Ahmad  |  | 31c. DATE SIGNED<br>9/29/15                                 |  |

| 19.<br>ITEM NO | 20.<br>SCHEDULE OF SUPPLIES/SERVICES  | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|----------------|---|-----------------|-------------|-------------------|---------------|
| 0001           | <p>contract# GS-35F-256CA. The period of performance shall be from September 29, 2015 through September 28, 2016.</p> <p>DRUPAL WEB CONTENT MANAGEMENT SYSTEM</p> <p>The total amount of award: \$599,210.40. The obligation for this award is shown in box 26.</p> | 1               | LO          | 599,210.40        | 599,210.40    |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 42a. RECEIVED BY (Print) \_\_\_\_\_  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (Location) \_\_\_\_\_  
 42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

## **DRUPAL WEB CONTENT MANAGEMENT SYSTEM STATEMENT OF WORK (SOW)**

### **1. DESCRIPTION OF SERVICES**

The Contractor shall provide all necessary labor and services to perform the work for the U.S. Consumer Product Safety Commission (CPSC) in accordance with the terms and conditions described herein.

The performance location for work on this contract shall be CPSC headquarters located at 4330 East West Highway Bethesda, Maryland and the Contractor's designated location.

### **2. CONTRACT TYPE**

This procurement is a firm-fixed price contract.

### **3. BACKGROUND AND OBJECTIVE**

Consumer Product Safety Commission (CPSC) leads the mission of protecting the public from unreasonable risks of injury or death associated with the use of thousands of types of consumer products. CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard. CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals contributed to a decline in the rate of deaths and injuries associated with consumer products and its web presences are essential and an integral part of CPSC digital strategy.

Market research shows and supports a modern and open source Web Content Management System (WCMS) Drupal with agile and cost effective Platform as a Service (PaaS) Cloud Computing services as the leading technology. The Government requires implementation of transformative, secure, cloud-based web hosting and content management services in order to reduce web presentation costs and internal engineering risk and to improve levels of service for both internal and external customers.

### **4. DESCRIPTION OF WORK**

The scope of this effort includes the design and architecture sessions required to appropriately determine the configuration of the Drupal instance(s), implementation of the chosen configuration and modules, migration of the current content (estimated at approximately 80,000 html and 20,000 pdf, image files, etc), and all cloud computing and support services required to operate, maintain, safeguard and manage the Drupal CMS PaaS as specified herein.

- a. The Contractor shall facilitate two (2) on-site workshop sessions to determine the design and configuration of the new system, with a focus on:
  - i. Common requirements review
  - ii. System interface with any internal & external systems
  - iii. Drupal, component, and content architecture
  - iv. Migration strategy
  - v. Risk identification
- b. The Contractor shall identify and ensure all current content on CPSC.gov be migrated to the Drupal Platform.
- c. The Contractor shall provide a comprehensive management approach for managing the PaaS.

- d. The Contractor shall take into consideration the requirements that drive sub and component site segregation and/or publication variation as part of the vision for a common Drupal platform configuration.
- e. The Contractor shall implement the latest stable Drupal version and appropriate contributed models to include content such as recalls, news releases, calendar, publications, and open data formats (XML, JSON, APIs, etc.), mobile devices, 508 compliance, multiple browser support, and mobile design (Responsive design).
- f. The Contractor shall enumerate all interfaces between the proposed Drupal instance(s) and external software systems, including but not limited to advertising management systems, media management systems, document management systems and authentication and authorization systems.
- g. The Contractor shall use already developed, pre-existing modules to the maximum extent possible.
- h. The Contractor's PaaS Service Provider information systems that access and store government data at rest must be located within the sole jurisdiction of the United States Federal Government (i.e., within the continental United States, Hawaii, Alaska, Puerto Rico, Guam, and/or the Virgin Islands).
- i. The cloud computing environment must:
  - i. Consist of either a government community cloud including United States federal, state, local and tribal entities.
  - ii. Provide features, functionality and capabilities that meet industry performance and interoperability standards and utilize industry best practices.
  - iii. Provide and ensure the necessary redundancy, resiliency, and contingency capabilities to ensure service availability that meets CPSC's current and future needs.
  - iv. Improve both visitor and content publisher experience and productivity.
  - v. Leverage standard, commercial Platform as a Service offerings that are elastic in their capacity rather than "built-to-order" and static;
  - vi. Provide a secure environment that complies with all required Federal laws, rules, regulations, standards and CPSC specific security requirements and be FedRAMP certified.
  - vii. Ensure open data standards, portability and data export to another CMS and cloud hosting platform upon contract completion/termination; and
  - viii. Support multiple sites and parent domain URLs.
- i. The Contractor shall ensure that the Drupal cloud based Platform as a Service and Akamai CDN work seamlessly to include:
  - i. 99.9% availability, or higher, to web site visitors and content publishers
  - ii. A secure platform that prevents loss of or tampering with CPSC data, service degradation, and/or service disruption to site visitors and CPSC web publishers
  - iii. 24 hours per day, seven days a week, 365 days per year proactive monitoring and support for resolution of any and all outages that affect the availability of content to visitors.
  - iv. Provide troubleshooting services and support during core duty hours (8am – 5pm) for issues not affecting the presentation of web content

- v. Compliance with federally mandated IPv6 requirements for public facing services
  - vi. Compatibility with currently proposed web page designs and aesthetics, and provides improvements where necessary to accommodate additional functionality within the Drupal framework
  - vii. Accessibility to and on-demand retrieval of archival records of historical content published on the website(s) indefinitely.
- j. The Drupal CMS must recognize the INT.CPSC as the authoritative source for authentication using the open standard Security Assertion Markup Language (SAML) and RSA token to meet its two factor authentication.
- k. The Contractor shall provide the complete set of Security Assessment and Authorization artifacts, as required by the Federal Information Security Management Act (FISMA) for the information system having a Moderate security categorization.
- l. The Contractor shall provide CPSC service level managers a web-based “dashboard” that enables 24x7x365 near real-time monitoring and visibility of:
  - Cloud services performance, service status, and key performance indicators of the system against operational parameters;
  - Reporting and analytics that provide CPSC with up-to-date and comprehensive information regarding technical and management performance (summarizing projected vs. actual measures), and other related issues, and security logs.
- m. The Contractor shall document all system customizations and modifications, system content architecture, processes for content update and approval, and any other material changes and processes that are necessary for the continued operations and maintenance of the system.  
The Contractor shall utilize open source technologies for all work described herein. All software source code developed in fulfillment of this contract is deemed to be, by default, an open source work.
- n. The Contractor shall provide service that comply with the provisions of the Privacy Act of 1974, especially with regard to the handling and protection of Personally Identifiable Information (PII). The Contractor shall cooperate in the conduct of periodic Privacy Impact Assessments (PIA), as required by Section 208 of the e-Government Act of 2002.

**5. PERFORMANCE OBJECTIVES AND METRICS**

| <b>Objective</b>  | <b>Threshold</b>  |
|---|---|
| Accuracy of completed work in comparison to requested requirements                              | 100% accuracy   |
| Timely submission of all deliverables & accuracy  | Submitted 95% on time.<br>Information provided is 100% accurate.              |
| Monitoring of system performance statistics, report results and escalate issues when they occur | 99.9% availability via monitoring and 100% reporting and escalation practices |

## 6. CONTRACTOR QUALIFICATIONS

Contractor personnel responsible for the technical software aspect of the project (i.e. project manager, database administrator, developer) shall have a minimum of six (6) years hands-on implementation experience within their respective area of expertise.

Any and all Contractor partners (Subcontractors) shall possess the same, or higher, Contractor qualifications.

## 7. PERIOD OF PERFORMANCE

The period of performance shall be from September 29, 2015 through September 28, 2016.

## 8. REPORTING AND DELIVERY REQUIREMENTS

As part of this work, the Contractor shall submit the following items to the Contracting Officer Representative (COR) for approval and then store the items in the designated SharePoint or Team Foundation Server (TFS) site:

| TASK # | CLIN Name   | Due Date and Format (NLT-No Later Than)   |
|--------|---|---|
| 1      | Kick-Off Meeting, High-Level Schedule and Draft Project Management Plan   | <ul style="list-style-type: none"><li>NLT 5 calendar days after contract award</li></ul>  |
| 2      | Weekly Status Reports   | <ul style="list-style-type: none"><li>Weekly, NLT 5pm Monday</li></ul>  |
| 3      | Monthly Status Reports  | <ul style="list-style-type: none"><li>Monthly, NLT the 5<sup>th</sup> calendar day of the month</li></ul>   |
| 4      | Final Project Management Plan, to include:<br>Risk Management Plan<br>Configuration Management Plan<br>Work Breakdown Structure<br>Security Assessment Plan (to include: Incident Response plan and Privacy Impact Assessment Plan)<br>System Test Plan<br>Communications Plan<br>Quality Management Plan<br>Requirements Management Plan<br>Integrated Schedule<br>Integration Test Plan<br>User Acceptance Testing Plan | <ul style="list-style-type: none"><li>NLT 30 calendar days from contract award</li></ul>  |
| 6      | Final Project Schedule  | <ul style="list-style-type: none"><li>NLT 30 calendar days from contract award</li></ul>  |
| 7      | On-site Facilitated Workshops ( Functional and Non-Functional Requirements discovery)   | <ul style="list-style-type: none"><li>To begin NLT 7 calendar days after contract award and coordinated with Project Team for additional dates as necessary</li></ul> |

| <b>TASK #</b> | <b>CLIN Name</b>   | <b>Due Date and Format (NLT-No Later Than)</b>  |
|---------------|--|---|
| 8             | Draft System Requirements, Functional and Non-Functional Requirements, Migration Plan and Requirements Matrix, Architecture and High Level Design Software Application documentation | <ul style="list-style-type: none"> <li>• NLT 3 calendar days after completion of specific workshop</li> </ul> |
| 9             | Draft System Requirement Specification document  | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 10            | Integration Points documentation   | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 11            | System Test Results  | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 12            | Final System Requirements, Functional and Non-Functional Requirements, Migration Plan and Requirements Matrix, Architecture and High Level Design Software Application documentation | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
|               | Final Service Level Agreement and Operational Parameters for Cloud Services  | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 13            | Integration Test Results   | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 14            | User Acceptance Testing  | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 15            | User Acceptance Testing Results & Schedule to deliver remediation  | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 16            | Maintenance, Operations, Developers Guide, Training and User Manuals   | <ul style="list-style-type: none"> <li>• Per Approved Project Schedule</li> </ul>                             |
| 17            | Implementation to Production   | <ul style="list-style-type: none"> <li>• NLT 30 calendar days before contract end date</li> </ul>             |

In addition, the Contractor shall ensure that all documentation, including source code with CPSC-specific modifications is properly commented within the code and that all source code, configuration files, and required software to stand up, operate and maintain the system are provided to CPSC via SharePoint and/or TFS.

#### **9. GOVERNMENT FURNISHED PROPERTY**

- a. The government will provide on-site workspace for key personnel, laptop computers, monitors, computer accessories, and access to CPSC systems, databases, and documents as need to perform the work set forth in the SOW.
- b. Travel is not required to complete the effort under this task order.

## CONTRACT CLAUSE INCORPORATED BY REFERENCE

Federal Acquisition Regulation Clauses:

52.228-5 Insurance-Work on a Government Installation (Jan 1997)

52.245-1 Government Property Alternate 1 (April 2012)

Clauses found at: <https://www.acquisition.gov/?q=/browse/far/52>

## CONTRACT CLAUSES

### LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. **All deliveries shall be considered "inside deliveries"** to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

### ATTENTION GOVERNMENT VENDOR

#### A. DELIVERY INSTRUCTIONS:

##### 1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

##### LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm  
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

**The Contracting Officer Representative (COR) – Kim Sheppard, [Ksheppard@cpsc.gov](mailto:Ksheppard@cpsc.gov) or 301-504-7576**

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

##### 2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.



**MAIL ROOM HOURS OF OPERATION:**

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

**B. BILLING INSTRUCTIONS**

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) 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. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

**ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:**

**U.S. Mail**

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160  
PO Box 25710  
Oklahoma City, Ok. 73125

**FEDEX**

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160  
6500 S. MacArthur Blvd.  
Oklahoma City, Ok. 73169

OR

Via email to:

[9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov](mailto:9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov)

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-1693.

### C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30<sup>th</sup> day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

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. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to Caleb Pierce at 405-954-1693 or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Ricky Woods at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at [AClark@cpsc.gov](mailto:AClark@cpsc.gov).

### D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

### E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Greg Grayson Contract Specialist at [ggrayson@cpsc.gov](mailto:ggrayson@cpsc.gov) or (301) 504-7725

### F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347).

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

## **G. PROPERTY/EQUIPMENT PURCHASES**

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Constantia Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

(End of clause)

### **LC 21A Disclosure of Information - Limits on Publication**

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

b. 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-F-13-0022 . 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."

(End of clause)

### **LC 21B Disclosure of Information - Restricted Publication**

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-F-13-0022. 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."

(End of clause)

### **LC 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 from each employee who will work on this contract or have access to data obtained or developed under this contract.

(End of clause)

### **LC 30 Security and Personal Identity Verification Procedures**

- a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.
- b. Contracted employees must meet the following citizenship requirements:
  1. A United States (U.S.) citizen; or,
  2. A national of the United States (see 8. U.S.C. 1408); or,
  3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151
- c. Within five (5) days after contract award, the contractor shall provide a list of contracted personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer's Representative (COR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.
- d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COR with the other forms that are not obtainable via the internet.
- e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COR within five (5) days of written notification from the COR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.

g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV card(s) cannot be accounted for.

i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.

k. The Government reserves the right to have removed from service any Contractor employee for any of the following:

1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
2. Falsification of information entered on security screening forms or other documents submitted to the Government.
3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
4. Any behavior judged to be a threat to personnel or property.

l. The COR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contracted employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.

m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.

n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.

o. The contractor shall incorporate this clause in all subcontracts.

(End of Clause)

#### **LC 31 Restrictions on Use of Information**

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data projected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

(End of Clause)

#### **LC 34 Technology Additions/Substitutions**

a. Due to the rapidly changing field of information technology (IT) and potential advancements during performance of this contract, the contractor may propose technological upgrades, additions and substitutions to enhance performance of IT delivered under the contract. The Contractor shall request changes in writing to the Contracting Officer and shall provide full documentation on any proposed additions/substitutions.

b. Any proposed changes must comply with these conditions:

- 1) The additional/substituted item(s) shall be fully compatible with item(s) in the CLIN as appropriate;
- 2) The additional/substituted item(s) shall meet or exceed all specifications applicable to the original item(s);

3) The additional/substituted item(s) shall meet all of the marketability requirements of the specification to ensure field-proven, COTS systems and configurations.

c. Any proposed change, if accepted by the Government, shall be made via a written modification to the contract.

d. The fact that the Contractor requests, and the Government accepts, an addition/substitution shall not automatically extend the required delivery dates of any items. Upon approval and acceptance of a replacement, CPSC and the Contractor may mutually agree to a reasonable extension of the required delivery dates.

(End of Clause)

**52.217-8 Option to Extend Services. (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to completion of the last stated option period.

(End of clause)

**52.224-2 Privacy Act. (Apr 1984)**

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

#### **52.227-14 Rights in Data-General. (May 2014)**

(a) Definitions. As used in this clause-

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance



requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

**52.239-1 Privacy or Security Safeguards.**

Privacy or Security Safeguards (Aug 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)