

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISIT ON NUMBER REQ-2400-16-0060		PAGE OF 1 28	
2. CONTRACT NO. GS-35F-256CA		3. AWARD/ EFFECTIVE DATE 09/01/2016	4. ORDER NUMBER CPSC-F-16-0080		5. SOLICITATION NUMBER CPSC-Q-16-0057		6. SOLICITATION/ ISSUE DATE 06/29/2016
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Greg Grayson		b. TELEPHONE NUMBER (No collect calls) 301-504-7725		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			CODE EMPS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <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.			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS SB/Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF INFORMATION SERVICES 4330 EASTWEST HIGHWAY ROOM 839-23 BETHESDA MD 20814			CODE EXIT	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			
17a. CONTRACTOR/ OFFEROR CTAC 3120 FAIRVIEW PARK DRIVE SUITE 600 FALLS CHURCH VA 22042-4504		CODE	FACILITY CODE	18. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125			
				CODE EMFS			
TELEPHONE NO				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				18a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: [REDACTED] Contracting Officer Representative (COR): Brett Layton Blayton@cpsc.gov 301-504-7488 The Contractor shall provide all necessary personnel and services in the Operation and Maintenance of the Drupal Web Content Management System (WCMS) on the U.S. Consumer Product Safety Commission's public website in accordance with <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-9995300000-EXIT002400-252M0						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$765,004.58	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED				ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED				ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				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 Donald S Royal			Digitally signed by Donald S Royal DN: cn=Donald S Royal, o=CTAC, ou, email=droyal@ctacorp.com, c=US	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Donald S Royal, President/CEO			Date: 2016.09.01	31b. NAME OF CONTRACTING OFFICER (Type or print) Eddie Ahmad		31c. DATE SIGNED 9/1/16	

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19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	the attached statement of work, federal supply schedule contract# GS-35F-256CA, Contractor's quote dated July 29, 2016, and the attached terms and conditions. Base Period: 1 September 2016 to 31 August 2017				
0001	Drupal WCMS Operations and Maintenance Support Services	12	MO	60,223.7152	722,684.58
0002	Amazon Web Hosting Services Option Year 1: 1 September 2017 to 31 August 2018	12	MO	3,526.6667	42,320.00
0003	Drupal WCMS Operations and Maintenance Support Services Amount: \$740,751.70 (Option Line Item)	12	MO	61,729.3082	0.00
0004	Amazon Web Hosting Services Amount: \$42,320.00 (Option Line Item) Option Year 2: 1 September 2018 to 31 August 2019	12	MO	3,526.6667	0.00
0005	Drupal WCMS Operations and Maintenance Support Services Amount: \$759,270.49 (Option Line Item) Continued ...	12	MO	63,272.5408	0.00

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	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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	

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 GS-35F-256CA/CPSC-F-16-0080

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NAME OF OFFEROR OR CONTRACTOR
 CTAC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	Amazon Web Hosting Services Amount: \$42,320.00 (Option Line Item) Option Year 3: 1 September 2019 to 31 August 2020	12	MO	3,526.6667	0.00
0007	Drupal WCMS Operations and Maintenance Support Services Amount: \$778,252.25 (Option Line Item)	12	MO	64,854.3543	0.00
0008	Amazon Web Hosting Services Amount: \$42,320.00 (Option Line Item) Option Year 4: 1 September 2020 to 31 August 2021	12	MO	3,526.6667	0.00
0009	Drupal WCMS Operations and Maintenance Support Services Amount: \$797,708.56 (Option Line Item)	12	MO	66,475.7132	0.00
0010	Amazon Web Hosting Services Amount: \$42,320.00 (Option Line Item) The total amount of award: \$4,010,267.58. The obligation for this award is shown in box 26.	12	MO	3,526.6667	0.00

DRUPAL WEB CONTENT MANAGEMENT SYSTEM
Operation and Maintenance
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 at the Contractor's facility or CPSC headquarters located at 4330 East West Highway Bethesda, Maryland whichever location is of least cost and is able to provide the level of service outlined within the SOW.

2. CONTRACT TYPE

This is a firm-fixed price contract to include a one year base period and four one year option periods.

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.

CPSC has implemented a modern and open source Web Content Management System (WCMS) Drupal with Platform as a Service (PaaS) Cloud Computing services. The Government requires operation and maintenance 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 a fully managed cloud-based PaaS Drupal WCMS and Operations and Maintenance support services on Consumer Product Safety Commission (CPSC) public website, digital communications platforms and related systems in accordance with the most up-to-date Web standards. The Contractor shall perform their work in accordance with CPSC's established and future Web and systems procedures,

including but not limited to, website management policies, procedures, and standards; systems development lifecycles; and relevant federal (non-CPSC) guidance.

a. Web Content Management

The Contractor shall provide all support services to maintain CPSC.GOV which shall include:

- i. Posting new content in accordance with agency Web governance and posting guidelines. The Contractor shall be responsible for maintaining and updating posting processes. The Contractor should expect an estimated 105 posting requests per month, including a 10% growth factor.
- ii. Remediate all existing 508 compliant PDF documents within the existing environment, approximately 106,000 PDFs through automated means to include metadata allowing for those with disabilities to more easily obtain the data.
- iii. Designing, building, coding and implementing templates, forms, modules and Web graphics, ensuring compatibility with all top browsers, mobile and tablet platforms.
- iv. Tag all content to work within the taxonomy, maintain and upgrade search necessary to provide accurate search results. The Contractor shall apply the CPSC Web Taxonomy to Taxonomy Manager and content required for each content type per CPSC Web posting guidelines and WCMS protocols.
- v. The Contractor shall ensure all content is cleared for public disclosure through the appropriate process and processes based on internal CPSC procedures to include clearance from the Office of Communications (OCM), Office of the Secretariat, Executive Director or Commissioner's Office as appropriate.
- vi. Ensure all recalls and news releases are included in the Web API, CPSC Widgets and RSS feeds.
- vii. Updating, cross-linking and archiving existing content. Specific requests for updating or removing content may include changes to text, code or hyperlinks; replacing images, documents and/or videos; updates to the public calendar and cross-linking previously posted items.
- viii. The Contractor shall ensure the CPSC.gov website search is displaying accurate results. The Contractor shall use analytics information to evaluate commonly used search terms to evaluate search result sets for accuracy.

- ix. Training CPSC staff to post content to the website and supporting staff in these efforts.
- x. Managing email distribution to email list tools, currently listserv, including recalls, news releases, public calendar, CPSIA postings and other email lists.
- xi. Accessibility to and on-demand retrieval of archival records of historical content published on the website(s) indefinitely.
- xii. Set-up and operate public webcasts through CPSC's website. The Contractor shall ensure before each webcast event that the web streaming system, including streaming devices, Akamai web streaming and all streaming related services, as needed, are configured and operating without error. The Contractor shall operate CPSC's Web streaming system for publicly webcast events, including monitoring the system to ensure the streams are active without error during the event; tracking viewership statistics for maximum and average number of viewers across environments; and updating webcast and home pages to ensure the correct links and information is visible before, during and after the event.
- xiii. Contractor business hours for content posting shall occur during normal business hours (8 am – 5 pm EST) Monday thru Friday. The Contractor will be required to post on website during off-hours. Postings outside of normal business hours shall be coordinated with the Contracting Officer Representative (COR) with at least a 2 hour advance email notice.

b. Web Development, Maintenance, and Administration

- i. The Contractor shall provide a comprehensive management approach for managing the Drupal WCMS cloud PaaS.
- ii. 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 (XML, JSON, APIs, etc.), mobile devices, 508 compliance, multiple browser support, and responsive design.
- iii. The Contractor shall develop, update, and maintain workflows to accommodate the needs of CPSC web content.
- iv. The Contractor shall provide all Amazon Web Services needed to maintain CPSC's Paas Drupal WCMS and Operations and Maintenance

support services on Consumer Product Safety Commission (CPSC) public website, digital communications platforms and related systems.

- v. 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.
- vi. The Contractor shall ensure that the Drupal cloud based PaaS and Akamai CDN work seamlessly to include:
 - 99.9% availability or higher to website visitors and content publishers
 - 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
 - 24 hours per day, seven days per week, 365 days per year proactive monitoring and support for resolution of any and all outages that affect the availability of content to visitors
 - Provide troubleshooting services and support during core business hours (8am – 5pm EST) Monday thru Friday for issues not affecting the presentation of web content
 - Compliance with federally mandated IPv6 requirements for public facing services
 - Compatibility with proposed web page designs and aesthetics, and provides improvements where necessary to accommodate additional functionality within the WCMS framework
- vii. The cloud computing environment shall:
 1. Utilize a FedRAMP approved Infrastructure as a Service (IaaS) environment suitable for supporting United States federal, state, local and tribal entities.
 2. Provide features, functionality and capabilities that meet industry performance and interoperability standards and utilize industry best practices.
 3. Provide and ensure the necessary redundancy, resiliency, and contingency capabilities to ensure service availability that meets CPSC's current and future needs.
 4. Improve both visitor and content publisher experience and productivity.
 5. Leverage standard, commercial Platform as a Service offerings that are elastic in their capacity rather than "built-to-order" and static;

6. Provide a secure environment that complies with all required Federal laws, rules, regulations, standards and CPSC specific security requirements and be FedRAMP certified.
 7. Ensure open data standards, portability and data export to another CMS and cloud hosting platform upon contract completion/termination; and
 8. Support multiple sites and parent domain URLs.
- viii. 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.
 - ix. 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.
 - x. 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.
 - xi. 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.
 - xii. The Contractor shall provide service that complies 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

Objective	Threshold
Accuracy of completed work in comparison to requested requirements	100% accuracy

Timely submission of all deliverables & accuracy

Submitted 95% on time.
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

Base Year – September 1, 2016 through August 31, 2017

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. 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, GIT and/or TFS.

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">NLT 5 calendar days after contract award
2	Weekly Status Reports	<ul style="list-style-type: none">Weekly, NLT 5pm Monday
3	Monthly Status Reports	<ul style="list-style-type: none">Monthly, NLT the 5th calendar day of the month
4	Final Project Management Plan, to include: Risk Management Plan Configuration Management Plan Work Breakdown Structure Security Assessment Plan (to include: Incident Response plan and Privacy Impact Assessment Plan) System Test Plan Communications Plan	<ul style="list-style-type: none">NLT 30 calendar days from contract award

TASK #	CLIN Name	Due Date and Format (NLT-No Later Than)
	Quality Management Plan Requirements Management Plan Integrated Schedule Integration Test Plan User Acceptance Testing Plan	
5	Final Project Schedule	• NLT 30 calendar days from contract award
6	System Test Results	• As needed
7	Integration Test Results	• As needed
8	User Acceptance Testing	• As needed
9	User Acceptance Testing Results & Schedule to deliver remediation	• As needed
10	Maintenance, Operations, Developers Guide, Training and User Manuals	• Per Approved Project Schedule

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.

10. SECURITY AND PRIVACY

(a) Agency rules of conduct that the Contractor and the Contractor's employees shall be required to follow:

In performing its duties related to management, operation, and/or access of systems containing sensitive PII under this contract, the Contractor, its employees and subcontractors shall comply with all applicable security requirements and rules of conduct as specified by the following:

1. Contractor employees must comply with agency personal identity verification (PIV) requirements in order to logically access Government systems.
2. System access granted under this contract is only for work required to perform official duties specified in the contract. The performance of any unrelated and/or unauthorized activity is prohibited.
3. Access to Government information systems (where applicable) will only be for the period stated in the contract. Thereafter, all accounts, passwords, and access associated with the contract will be terminated.

4. Disclosure of any system account information or system passwords to any unauthorized third-party is prohibited.
5. Exhibiting or divulging the content of any record or report to any person except in the performance of official duties specified in the contract is prohibited.
6. Using any data accessed with a Government system account for unauthorized purposes is prohibited.
7. No official record, report, database, or copy thereof, may be removed from Government premises or Government systems without prior written permission.
8. Contractor employees are prohibited from modifying, altering, or otherwise changing any Government system component or configuration except in the performance of official duties specified in the contract. Contractor employees are prohibited from issuing any system command or running any software, scripts, or programs on Government systems without prior authorization.
9. Contractor employees must not disclose sensitive or personal privacy-related information to any unauthorized third-party.
10. Contractor must notify the Government Contracting Officer immediately upon the termination of any Contractor or subcontractor employee so that system accounts, remote access, or other forms of system access can be terminated.
11. The use of Contractor-owned laptops or other portable media storage devices to process, transmit, or store sensitive PII is prohibited under this contract [unless the Contractor is authorized to access Government systems through the agency's virtual desktop infrastructure environment].
12. The Contractor must notify the Government Contracting Officer and the agency's Information Systems Security Officer (ISSO) immediately upon the discovery—or suspected discovery—of any type of security incident, malicious activity, or data breach affecting or that might potentially affect the Government's network or specific systems.
13. Contractor employees with access to Government systems must agree to agency Rules of Behavior and shall complete annual security awareness training.

(b) A list of the anticipated threats and hazards that the Contractor must guard against.

The Contractor must use reasonable measures to guard against the following threats and hazards:

1. Unauthorized disclosure or use of sensitive system information—including system architecture, system configuration, system accounts, and system passwords.
2. Unauthorized disclosure or use of the contents of any information obtained from Government systems—including system records, system reports, or databases.
3. Unauthorized modification or alteration of any Government system component or configuration

4. Unauthorized circumvention, avoidance, or deception of any Government security system, measure, or control.
5. Unauthorized installation and/or use of hardware, software, firmware, portable media storage, or mobile devices on Government systems.
6. Unauthorized use of Government systems—including hardware, software, system accounts, Internet access, and email accounts—for activity which is not required to perform official duties under this contract.

(c) A description of the safeguards that the Contractor must specifically provide.

1. The Contractor shall limit access to any information related to this contract to those employees and subcontractors who require the information in order to perform their official duties under this contract.
2. The Contractor, Contractor employees, and subcontractors must physically secure PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss.
3. When PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed through means that will make the PII irretrievable.
4. The Contractor shall only use PII obtained under the contract for purposes of the contract, and shall not collect or use such information for any other purpose without the prior written approval of the Contracting Officer.
5. At expiration or termination of this contract, the Contractor shall turn over to the Government, all PII obtained under the contract that is in its possession.
6. In the event of any actual or suspected breach of PII, the Contractor shall immediately report the breach to the Contracting Officer, the Contracting Officer's Technical Representative (COTR), and the agency's Information Systems Security Officer (ISSO).
7. In the event that a PII breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, the Contractor shall, as directed by the Contracting Officer and at no cost to the Government, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected persons for a period of at least 18 months from discovery of the breach. If the Government elects to provide and/or procure notification or identity protection services in response to a breach, the Contractor shall be responsible for reimbursing the Government for those expenses. The Contractor shall incorporate the substance of this clause, its terms and requirements in all subcontracts under this contract, and require written subcontractor acknowledgement of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(d) Requirements for a program of Government inspection during performance of the contract that will ensure the continued efficacy and efficiency of safeguards and the discovery and countering of new threats and hazards.

Work to be performed under this contract requires the design, development, operation, or disposal of a Federally-controlled information system containing sensitive personally identifiable information or handling sensitive personally identifiable information. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of personally identifiable information, the Contractor shall permit the Government access to, and information regarding, the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases, when requested by the Government, as part of its responsibility to ensure compliance with privacy and security requirements. The Contractor shall otherwise cooperate with the Government in assuring compliance with such requirements. Government access shall include independent validation testing of controls, system penetration testing by the Government, Federal Information Security Management Act data reviews, and access by agency Inspectors General for its reviews.

Definitions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace a person's identity, such as his or her name, social security number, or biometric records, that alone, or when combined with other personal or identifying information which is linked or linkable to a specific person, such as date and place of birth, or mother's maiden name.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to Personally Identifiable Information, whether physical or electronic.

Clauses In Addition To GSA Federal Supply Schedule Contract

LC1A CONTRACTOR'S NOTE

ATTENTION GOVERNMENT VENDOR

A. 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:

PREFERRED: Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

OR

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

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, 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov.

B. PAYMENT

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 "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 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov 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.

C. 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.

D. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

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

E. 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.

F. 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 5 Contracting Officer's Representative (COR) Designation

a. The following individual has been designated at the Government's COR for this contract:

Name: Brett Layton

Division: IT - Division of Solution and Development

Telephone: 301-504-7488

Email: BLayton@cpsc.gov

b. The CPSC COR is responsible for:

(1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule.

(2) performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

(3) inspection and acceptance of all items required by the contract.

c. The COR 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.

d. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

(End of Clause)

LC 6 Contractor Use of CPSC Information Technology (IT) Resources

- a. As identified under sections of the statement of work pertaining to Government furnished materials and equipment, the contractor is to be furnished certain CPSC IT resources. Access will be granted to Contractor employees from time to time during contract performance and will be limited to those Contractor employees specified in advance. In addition, the use of CPSC IT facilities, equipment or other resources by Contractor personnel shall be limited to performance of the work described in the contract.
- b. Prior to utilizing any CPSC IT resources, the Contractor shall contact the Director of the Information Technology Division and provide an estimate (written if requested) of the amount of resources to be required and shall request that a time be scheduled for use of the resources. In the event of any scheduling conflict between CPSC contract work and in-house CPSC work, the CPSC in-house work shall take precedence unless otherwise specified by the Director of the Information Technology Division.

(End of Clause)

LC 13 Insurance

- a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance-Work on a Government Installation," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Insurance Clause. The Contractor shall present evidence of insurance coverage in Compliance with (1) and (2) above within fifteen calendar days of award.

(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-16-0026. 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 (attached) 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. Contractor 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 contractor personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer 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 contractor employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contractor 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 32 Standards of Conduct

1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:

- a. Are suitable to the size of the company and the extent of their involvement in Government contracting,
- b. Promote such standards,
- c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and
- d. Ensure corrective measures are promptly instituted and carried out.

2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following. The contractor shall provide, for all employees:

- a. A written code of business ethics and conduct and an ethics training program
- b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- d. Internal and/or external audits, as appropriate;
- e. Disciplinary action for improper conduct;
- f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.
- h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

(End of Clause)

LC 33 Contractor Personnel

A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

(End of Clause)

52.217-8 Option to Extend Services.

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)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.227-14 Rights in Data—General.

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)