



**U. S. Department of Justice**  
Drug Enforcement Administration  
Office of Acquisition and Relocation Management  
8107 Morrisette Drive  
Springfield, VA 22152

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*www.dea.gov*

September 02, 2020

Request for Proposal (RFP): 15DDHQ20R00000021  
RFP Issue Date: September 02, 2020  
Proposal Due Date: October 20, 2020

Dear Prospective Offeror:

You are invited to submit a Proposal for "Pharmacy Prescription Data." The applicable North American Industry Classification System (NAICS) is 541519—Other Computer Related Services. This solicitation is unrestricted. The Drug Enforcement Administration (DEA) anticipates issuing one firm fixed price contract for one base year and four consecutive option years to the Offeror that meets or exceeds the Government's requirements and provides the Best Value in accordance with the solicitation terms and conditions.

Instructions for the proper preparation of your Proposal are set forth in the RFP Section 7, Instructions to Offeror. Evaluation will be completed as set forth in Section 8 of the RFP. To facilitate proper evaluation of your Proposal, do not deviate from the format structure outlined in Section 7 of the RFP. The Technical Proposal (Volume I) shall not exceed 30 pages. There is no page limit on the Business Proposal (Volume II). Carefully review all Sections of the RFP and provide information when required.

Your Proposal must be submitted to the issuing office no later than **5:00 PM, Eastern Time (ET), on or before October 20, 2020**. Late Proposals will not be considered.

The place designated for receipt of your Proposal is by email at:

Nancy.A.Costello@usdoj.gov

SUBJECT LINE; Proposal submitted in response to RFP No. 15DDHQ20R00000021

This solicitation does not commit the Government to pay any costs incurred in the submission of Proposals. It is also noted that the Contracting Officer is the only individual who may legally bind the Government.

All communications concerning the solicitation, including any of a technical nature, shall be made through Nancy Costello, Contract Support Specialist, at nancy.a.costello@usdoj.gov **on or before 5:00 PM (ET) on September 29, 2020**. All

questions and answers will be provided to Offerors as an amendment to the solicitation posted to Contractor Opportunities (FBO). Collect calls will not be accepted.

Sincerely,

Amanda J. VanderVeen  
Contracting Officer  
Office of Acquisition and Relocation Management  
Drug Enforcement Administration

Attachment: RFP No. 15DDHQ20R00000021

**U.S. DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT  
ADMINISTRATION**



Request for Proposal (RFP)

Pharmacy Prescription Data

15DDHQ20R00000021

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER D-20-DC-0045	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 15DDHQ20R0000021
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Nancy Costello nancy.a.costello@usdoj.gov		b. TELEPHONE NUMBER (No collect calls) 202-353-1493
					6. SOLICITATION ISSUE DATE 09/02/2020
					8. OFFER DUE DATE / LOCAL TIME 10/20/2020 17:00 ET

9. ISSUED BY DEA Attn: Office of Acq & Relo Mgmt (FA) 8701 Morrisette Drive Springfield, VA 22152		CODE <b>15DDHQ</b>	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR			
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541519 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$30 million		

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>NET 30</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
				13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO DEA Headquarters 8701 Morrisette Drive Springfield, VA 22152		CODE <b>15DDHQ</b>	16. ADMINISTERED BY DEA Attn: Office of Acq & Relo Mgmt (FA) 8701 Morrisette Drive Springfield, VA 22152		
			CODE <b>15DDHQ</b>		

17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEA Attn: Diversion Control Division(DC) Invoice.Diversion@usdoj.gov Springfield, VA 22152	
				CODE <b>D-HQ</b>	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
		18b. 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
	This is a Request for Proposal (RFP) for Pharmacy Prescription Data software licenses and maintenance as specified in the attached Schedule and Statement of Work.  See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
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<input checked="" 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 checked="" 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

<input type="checkbox"/> 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) VanderVeen, Amanda J.	
				31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

## Section 2 - Commodity or Services Schedule

## SCHEDULE OF SUPPLIES/SERVICES

## CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CLIN 0001 Unlimited access to patient de-identified data, to be identified via subpoena, for class 2 to 5 prescription data which includes pharmacy, medical, and dental data. Fixed price per license per month.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2020 - 11/30/2021 Base Period	1,100	MO	\$ _____	\$ _____
0002	CLIN 0002 Unlimited access to subnational data, state, county, zip, metropolitan, statistical area, core based statistical area. Fixed price per license per month.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2020 - 11/30/2021 Base Period	1,100		\$ _____	\$ _____
0003	CLIN 0003 Maintenance - Fixed price per year.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2020 - 11/30/2021 Base Period	1	YR	\$ _____	\$ _____
1001	CLIN 1001 Unlimited access to patient de-identified data, to be identified via subpoena, for class 2 to 5 prescription data which includes pharmacy, medical, and dental data. Fixed price per license per month.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2021 - 11/30/2022 Option Period	1,100	MO	\$ _____	\$ _____
1002	CLIN 1002 Unlimited access to subnational data, state, county, zip, metropolitan, statistical area, core based statistical area. Fixed price per license per month.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2021 - 11/30/2022 Option Period	1,100	MO	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	CLIN 1003 Maintenance - Fixed price per year.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2021 - 11/30/2022 Option Period	1	YR	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	CLIN 2001 Unlimited access to patient de-identified data, to be identified via subpoena, for class 2 to 5 prescription data which includes pharmacy, medical, and dental data. Fixed price per license per month.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2022 - 11/30/2023 Option Period	1,100	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	CLIN 2002 Unlimited access to subnational data, state, county, zip, metropolitan, statistical area, core based statistical area. Fixed price per license per month.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2022 - 11/30/2023 Option Period	1,100	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	CLIN 2003 Maintenance - Fixed price per year.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2022 - 11/30/2023 Option Period	1	YR	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	CLIN 3001 Unlimited access to patient de-identified data, to be identified via subpoena, for class 2 to 5 prescription data which includes pharmacy, medical, and dental data. Fixed price per license per month.  Firm Fixed Price PSC: R702 <b>Line Period of Performance:</b> 12/01/2023 - 11/30/2024 Option Period	1,100	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	CLIN 3002 Unlimited access to subnational data, state, county, zip, metropolitan, statistical area, core based statistical area. Fixed price per license per month.  Firm Fixed Price PSC: R702	1,100	MO	\$ _____	\$ _____



	<b>Line Period of Performance:</b> 12/01/2023 - 11/30/2024 Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	CLIN 3003 Maintenance - Fixed price per year.  Firm Fixed Price PSC: R702  <b>Line Period of Performance:</b> 12/01/2023 - 11/30/2024 Option Period	1	YR	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	CLIN 4001 Unlimited access to patient de-identified data, to be identified via subpoena, for class 2 to 5 prescription data which includes pharmacy, medical, and dental data. Fixed price per license per month.  Firm Fixed Price PSC: R702  <b>Line Period of Performance:</b> 12/01/2024 - 11/30/2025 Option Period	1,100	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	CLIN 4002 Unlimited access to subnational data, state, county, zip, metropolitan, statistical area, core based statistical area. Fixed price per license per month.  Firm Fixed Price PSC: R702  <b>Line Period of Performance:</b> 12/01/2024 - 11/30/2025 Option Period	1,100	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	CLIN 4003 Maintenance - Fixed price per year.  Firm Fixed Price PSC: R702  <b>Line Period of Performance:</b> 12/01/2024 - 11/30/2025 Option Period	1	YR	\$ _____	\$ _____

Grand Total (Base and all option years)                      \$ \_\_\_\_\_

**SECTION 3**  
**Statement of Work**  
**Pharmaceutical Prescription Data**

**C-1 Background/Objective**

The mission of the DEA's Office of Diversion Control is to prevent, detect, and investigate the diversion of controlled pharmaceuticals and listed chemicals from legitimate sources while ensuring an adequate and uninterrupted supply for legitimate medical, commercial, and scientific needs. Many of the narcotics, depressants, and stimulants manufactured for legitimate medical use are subject to abuse and have, therefore, been brought under legal control. Under federal law, all businesses that import, export, manufacture, or distribute controlled substances; all health professionals licensed to dispense, administer, or prescribe them; and all pharmacies authorized to fill prescriptions must register with the DEA. Registrants must comply with regulatory requirements relating to drug security and recordkeeping. The DEA is also obligated under international treaties to monitor the movement of illicit controlled substances across U.S. borders and to issue import and export permits for that movement.

Diversion investigations involve, but are not limited to, practitioners and mid-level practitioners who write prescriptions for no legitimate medical need and/or outside the scope of legitimate medical practice, or sell prescriptions to drug dealers or abusers; pharmacists who falsify records and subsequently sell or abuse the drugs; pharmacists who fill prescriptions that they knew or should have known were illegitimate; employees who steal from inventory and falsify records to cover illicit sales; prescription forgers; and individuals who commit armed robbery of pharmacies and drug distributors.

The DEA has a requirement within the Office of Diversion Control for comprehensive, detailed, accessible, and timely prescription, pharmacy, and prescriber information to support the DEA's mission.

Task 1: Provide and maintain data on a minimum of 85 percent of all prescriptions for Schedule/Class II through V prescription drugs (additional non-controlled items may be requested for possible scheduling actions) written and/or filled in the United States and trust territories:

- a) Prescription data shall include, but is not limited to:
- The number of prescriptions filled,
  - The number of new prescriptions filled,
  - The number of refills filled, by date filled,
  - The name of the controlled substance
  - The days' supply for the patient (e.g. 5 days, 15 days, et.),
  - The prescribers name and DEA registration number, and specialty
  - An encrypted patient identifier to whom the prescription was written

- Date prescription was dispensed
  - Payment Type: cash, government payer, commercial payer
  - Dosing information: quantity and days' supply
- b) Drug data (controlled substances) shall include the drug class, molecule/ingredient and trade/generic/product name of the drug, strength, NDC code, and dosage form.
- c) Other minimal data requirements to be provided are, but not limited to the following:
- Activity for Schedule II-V prescription drugs
  - Non-specific patient demographics (gender; age group; city, state, and zip code of residence)
  - Initial pharmacy demographics (display zip code information with pharmacy identification in initial query)
  - Type of distribution (retail, mail order, outpatient service)
  - Drug name, schedule code, form, strength, NDC-11 code, manufacturer
  - Prescriber's identity, NPI, DEA Number, primary address, specialty, sanction history, and other pertinent demographics associated with the prescriber
  - Correlation of prescribers and/or pharmacies to DEA divisional offices
  - Breakout of NDC-11 code to provide information such as product, form, strength, bottle size, therapeutic class, category and manufacturer
- d) The system must include the following data search tools capabilities as it relates to:

### **Patients**

- Number of instances of more than one Schedule II prescription for the same drug, and written within three days of each other by different prescribers
- Number of instances of more than one Schedule II prescriptions for the same drug and written within three days of each other by the same prescriber
- Number of instances of more than two patients, with the same address, receive the same drug in the same quantity from the same doctor on the same day.
- Number of early refills Opiate and Benzo combine
- Number of early Schedule II
- Distance between patient and pharmacy
- Average distance between patient and pharmacy for a combination of Opiate, Benzo and a muscle relaxer.
- Distance between patient and pharmacy for Schedule II
- Distance between patient and prescriber
- Distance between patient and prescriber for Schedule II
- Number of Opiate and Buprenorphine combinations
- Number of Paid "cash" Schedule II

- Number of Oxycodone 30 MG and 15 MG within five days overlap
- Number of times Opioid Cough Syrup exceeds 90 day supply
- Number of Oxycodone 30 MG and Hydromorphone 8 MG within five days overlap
- Average MME Per Day
- Average Total MME per pharmacy visit
- Number of Opiate and Benzo combine within 3 days
- Number of Opiate and Benzo prescriptions for the same person on the same filled day at different pharmacies.
- Number of Opiate and Benzo prescriptions filled for the same person on the same day from different prescribers
- Number of Opiate and Benzo prescriptions written on the same day to the same person by different prescribers
- Number of Opiate and Benzo filled on the same person on the same day
- Number of Opiate and Benzo filled for the same person on the same day at the same pharmacy

### **Prescriber**

- Number of out of state patients
- Percentage of out of state patients
- Percentage of patients receiving an Opioid and Buprenorphine together
- Patient distance traveled to prescriber
- Patient distance traveled to prescriber for a combination of Opiate, Benzodiazapine, and a muscle relaxer
- Average patient distance traveled to prescriber for Schedule II
- Percentage of patients being prescribed an average daily Morphine Milligram Equivalency (MME) dosage greater than 120
- Average patient MME per day
- Number of paid “Private Pay” Schedule II
- Number of prescriptions that are Schedule II
- Number of Schedule II patients
- Percentage of prescriptions that are Schedule II

### **Pharmacy**

- Number of early refills
- Number of Opiate and Benzo within an overlapping window
- Number of Oxycodone and Buprenorphine within an overlapping window
- Number of combination of Opiate, Benzo and a muscle relaxer within an overlapping window
- Percentage of customers being dispensed an average daily MME dosage greater than 120
- Percentage of early refills
- Percentage of scripts that are Opiate and Benzo within an overlapping window

- Percentage of scripts that are Oxy Buprenorphine within an overlapping window
  - Percentage of scripts that are combination of Opiate, Benzo and a muscle relaxer within an overlapping window
  - Total number of scripts
- e) Prescription level data (historical/current/forecasted/trends) at national, divisional, state, and local level. This includes the following ranking order of:
- Top prescribers, both nationwide and statewide, for Scheduled II and Schedule III-N substances to include Fentanyl, Oxycodone, Hydrocodone, Tramadol, and Buprenorphine.
  - Top pharmacies, both nationwide and statewide, filling Scheduled II and Schedule III-N substances to include, Fentanyl, Oxycodone, Hydrocodone, Tramadol, and Buprenorphine.
- f) Fully HIPAA-compliant.

Current pharmacy and prescription data updated on a daily basis.

Task 2: Streamline process for requesting the unmasking of pharmacy information. (PII shall be withheld or redacted unless specifically requested by subpoena.)

Task 3: Streamline subpoena process. Must be able to receive and process official subpoenas and provide response in three (3) business days.

Task 4: Search, query, reporting, exporting, and importing capabilities.

- a) Flexible and robust reporting capabilities that include standard reports, customized reports, ad-hoc reporting capability, and ability to modify all reports by the customer. Also provide the ability to export and print reports in formats such as Excel.
- b) Robust query functionality that includes the ability to individually define time periods, markets, various data elements, and specific practices or pharmacies. Also provide the ability to export and print queries in formats such as Excel.

Task 5: Maintenance.

- a) Technical support for approximately 1,100 domestic users.
- b) Access shall be provided for up to 1,100 DEA employees to have capability of accessing the online system simultaneously
- c) The contractor must possess the ability to provide the technical support and training for utilization of the data provided to DEA.

- d) If data is made available via online Internet access, the contractor will provide training to DEA on query capabilities and use of the online system. . As such, training capabilities need to be available on a quarterly basis to address the needs of newly licensed users.
- e) The Contracting Officer's Representative (COR) will initiate a request for technical assistance and support by contacting the Contractor by telephone and providing a description of the problem. The contractor shall respond to the problem over the telephone or coordinate a date and time with the COR for an on-site visit to resolve the issue.
- f) The Contractor shall schedule all required on-site visits within 72 hours of the initial telephone call placed by the COR.
- g) The contractor will provide training manuals and quick-start guides, in-person and online training.
- h) The Contractor shall provide technical assistance and support to DEA, as needed, on the installation and operation of quarterly updates to the subscription service.
- i) The contractor shall support the integration of future requirements based on evolving diversion trends and schemes with a streamline responsive change request process.
- j) The contractor shall provide various levels of user access such as Administrator, Read Only, Read and Write, and Reports which is defined by DEA.
- k) The contractor shall, maintain a high level of system availability and reliability with a minimal downtime, advance notification of downtime, and quick response to outages/problems. For instance, it is requested that a DEA be given at least 48 hours' notice, when possible, before any system downtime.
- l) The contractor shall, maintain and upgrade the solution. All upgrades shall be tested prior to deployment and advance notification provided to DEA of such upgrades to the system.
- m) The solution shall have GIS mapping capability with regularly updated mapping information (updated at least semi-annually).
- n) Ability for the DEA to publish and share information gleaned from the solution with other agencies, as appropriate.

Task 6: Must make requested data downloadable into other databases such as Power BI for off line use and analytics

Task 7: Must already possess approvals from data suppliers to sale requested pharmaceutical data to Drug Enforcement Administration.

## **C-2 Requirements**

The Contractor shall:

- Furnish the necessary personnel, materials, services, facilities, and other items necessary for or incidental to the provision of the work described in this document. The Contractor must be the entity that collects data and establishes databases.

- Provide and maintain data on a minimum of 85 percent of all prescriptions for Schedule/Class II through V prescription drugs (additional non-controlled items may be requested for possible scheduling actions) written and/or filled in the United States and trust territories
- Provide data access to DEA in a database format which allows DEA to search and query the database and produce output reports (and have the capability of exporting data to a spreadsheet application software such as MS-Excel or Power BI for data manipulation and production of charts/graphs).
- Current pharmacy and prescription data updated on a daily basis.
- Streamline process for requesting the unmasking of pharmacy information.
- Streamline subpoena process. Must be able to receive and process official subpoenas and provide response in three (3) business days.
- Must already possess approvals from data suppliers to sale requested pharmaceutical data to Drug Enforcement Administration.
- Contractor will make data available via online access with query capabilities. Data shall be available to DEA 24 hours a day 7 days a week.

### **C-3 Use of Data**

The Contractor shall grant DEA the authorization to share reports containing trend information or aggregate data with outside agencies and/or organizations without prior review by the Contractor. Such information will primarily be shared with the U.S. Department of Health and Human Services (HHS), the U.S. Department of Justice, and some State and Local agencies. These data and trends may have been developed through an analysis of the Contractor's pharmaceutical data provided under this contract.

The Contractor shall also allow DEA to provide a third party DEA contractor with any data received. DEA will stipulate that the information will be used only by the third party contractor in the performance of its duties and will not be given to outside sources (those without a contractual agreement with DEA).

### **C-4 Ad Hoc Reports**

The Contractor shall, as required, provide special ad hoc reports for various types of audit data contained in its database. The ad hoc reports will be coordinated between the COR and Contractor prior to a request being issued from the Contracting Officer in order to insure that the data is available and can be presented to the Government in a concise, useable format. Upon receipt of the request form, the contractor shall promptly provide DEA with a price quotation for providing the requested ad-hoc report(s). Following agreement by the parties on all aspects of the request, DEA will issue an appropriate Delivery/Task Order.

### **C-5 Period of Performance**

The estimated period of performance for furnishing supplies or services is from date of award through 1 year [to be determined (TBD)], with four twelve-month option periods, subject to need and availability of funds. In the event the options are exercised, the period of performance shall be:

- Option I: 1 year TBD
- Option II: 1 year TBD
- Option III: 1 year TBD
- Option IV: 1 year TBD

Throughout the life of the contract at specified intervals, vendors shall submit information identifying those employees supporting DEA efforts in accordance with DEA Provision titled: Contractor Personnel Reporting Requirements (CPRR). The CPRR will be provided to the vendor upon award of the contract.

### **C-6 Contracting Officer's Representative**

TBD.

### **C-7 Invoice Requirements**

A. The contractor shall submit an invoice(s) monthly to:

The original invoice shall be submitted to the Contracting Officer's Representative (COR) at the following address:

DEA Headquarters  
8701 Morrissette Drive  
Springfield, VA 22152  
Attn: COR TBD, and Invoice.Diversion@usdoj.gov

An additional copy of the invoice, clearly marked as an information copy, shall be submitted to the Contracting Officer, to increase efficiency in the inspection and acceptance of delivered goods and services and the receipt of corresponding payment.



In addition to the items required in FAR clause 52.232-25, PROMPT PAYMENT, at (a)(3)(i) through (viii), a proper invoice must also include the following minimum additional information and/or attached documentation.

- Separate, distinct invoice number
- Delivery or Task Order Number
- Total/cumulative charges for the billing period
- Dates upon which items were delivered
- A Taxpayer Identification Number (TIN) on all invoices for goods and services regardless of the dollar amount
- A statement signed by a responsible official of the concern substantially similar if not identical to the following:

“I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.”

### **C-8 Security Considerations**

The personnel security access level for this contract is Sensitive But Unclassified (SBU). Only U.S. citizens shall be permitted to perform services on this contract. Under no circumstances shall contractors have access to National Security Information (NSI) or NSI systems. The risk level associated with this contract is “Moderate” and the personnel working on this contract effort must undergo the appropriate background investigation or be issued a waiver by the Office of Security Programs, Personnel Security Section (ISR) prior to commencing work on this contract. ISR will conduct suitability reviews on all contractor personnel requiring access to DEA facilities, information technology systems, or SBU materials. ISR will make a final suitability determination on each contractor meeting the specified requirements.

**DEA PROVISION & CLAUSE MATRIX – COMMERCIAL ITEMS**  
**Updated through FAC 2020-05**

SOLICITATION #: 15DDHQ20R0000021

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<https://www.acquisition.gov/far-smart-matrix>.

(End of provision)

**CONTRACTING OFFICER: Check the corresponding box for the provisions and clauses applicable to this procurement.**

- |                                     |                       |  |
|-------------------------------------|-----------------------|--|
| <input type="checkbox"/>            | <b>52.204-6</b>       | <b>UNIQUE ENTITY IDENTIFIER (OCT 2016)</b>   |
| <input checked="" type="checkbox"/> | <b>52.204-7</b>       | <b>SYSTEM FOR AWARD MANAGEMENT (OCT 2018)</b>  |
| <input type="checkbox"/>            | <b>52.204-7 ALT I</b> | <b>SYSTEM FOR AWARD MANAGEMENT (OCT 2018) WITH ALTERNATE I OCT 2018)</b>   |
| <input checked="" type="checkbox"/> | <b>52.204-16</b>      | <b>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)</b>  |
| <input type="checkbox"/>            | <b>52.204-24</b>      | <b>REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)</b> |

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that it  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

- |                                     |                  |   |
|-------------------------------------|------------------|---|
| <input checked="" type="checkbox"/> | <b>52.204-26</b> | <b>COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)</b> |
|-------------------------------------|------------------|---|

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

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(c) *Representation.* The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

- 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
- 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)
- 52.211-6 BRAND NAME OR EQUAL (AUG 1999)
- 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (MAR 2020)
- 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

*[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]*

Technical and past performance, when combined, are  *[Contracting Officer state, in accordance with FAR 12.602]*

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

- 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2020)

*Attention is drawn to paragraph (b) of provision 52.212-3, which requests offeror-provided fill-in information in (b)(2), when applicable:*

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

**\*\*\*Paragraph (i) contracting officer fill-in information\*\*\***

*Note: Paragraph (i)(1): The end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor are listed by Schedule of Supplies/Services Item Number as follows:*

*[when applicable, enter item numbers with country of origin in parentheses and separated by commas]*

**\*\*\*Paragraph (k) contracting officer fill-in information\*\*\***

**Contracting officer — select applicable item when an exemption to the Service Contract Labor Standards statute applies.**

- Paragraph k(1) is applicable.       Paragraph k(2) is applicable.

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**Offerors – Paragraph (v) was added to provision 52.212-3 by FAC 2020-03. If the DEC 2019 or later version of provision 52.212-3 is not included in your annual representations and certifications, you must either update your annual representations and certifications or complete paragraph (v) below.**

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) of Public Law 115–232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

**52.225-7 WAIVER OF BUY AMERICAN STATUTE FOR CIVIL AIRCRAFT AND RELATED ARTICLES (FEB 2016)**

**DEA-2852.209-75 NATIONAL SECURITY RISK ASSESSMENT (JUN 2014)**

- (a) Any offeror responding to this solicitation acknowledges that before acquiring information technology equipment or software, the U.S. Department of Justice and its component entities will assess the supply chain risk of cyber-espionage or sabotage associated with the acquisition of such equipment or software, including any risk associated with such equipment or software being produced, manufactured, or assembled by one or more entities identified as posing a cyber-threat, including but not limited to, those that may be owned, directed, or subsidized by the People’s Republic of China.
- (b) By submitting an offer to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.
- (c) To assist the Government in assessing whether the acquisition poses a national security risk, offerors are required to complete and submit with its offer or quotation the National Security Acquisition Risk Assessment Questions, which are attached to this solicitation. Offerors must answer all questions completely and accurately to the best of their knowledge and belief. All answers are to be reflective of the parent and subsidiary levels of an organization.
- (d) Offerors are also required to request, collect, and forward with its offer or quotation completed National Security Acquisition Risk Assessment Questions from all subcontractors that will provide any equipment or software in performance of the contract or order. Offerors are responsible for the thoroughness and completeness of each subcontractor’s submission.
- (e) Failure to provide any such requested information may render a proposal unacceptable.

(End of provision)

**CONTINUED ON NEXT PAGE**

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**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far-smart-matrix>.  
 (End of clause)

**CONTRACTING OFFICER: Check the appropriate box only for clauses that are applicable to this procurement.**

- [52.203-16](#) PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
- [52.204-4](#) PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- [52.204-9](#) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- [52.204-12](#) UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
- [52.204-13](#) SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- [52.204-18](#) COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- [52.204-19](#) INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- [52.204-21](#) BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
- [52.204-23](#) PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES, IN ALL SOLICITATIONS AND CONTRACTS (JUL 2018)
- [52.204-25](#) PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
- [52.207-5](#) OPTION TO PURCHASE EQUIPMENT (FEB 1995)
- [52.212-4](#) CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)
- [52.212-4 ALT I](#) CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) WITH ALTERNATE I (JAN 2017)
- [52.212-5](#) CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.203-19](#), Prohibition on Requiring Certain Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Sec.889(a)(1)(A) of Pub. L. 115-232)
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (Executive Order 13658).
- (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

**[Contracting Officer: Check the corresponding box for each clause that applies to this order.]**

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).  
*(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)*
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved]
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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- (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).
  - (ii) Alternate I (Mar 2020) of [52.219-3](#).
- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) ([15 U.S.C. 657a](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-4](#).
- (13) [Reserved]
- (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).
  - (ii) Alternate I (MAR 2020).
  - (iii) Alternate II (Nov 2011).
- (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-7](#).
  - (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).
- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (MAR 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
  - (ii) Alternate I (Nov 2016) of [52.219-9](#).
  - (iii) Alternate II (Nov 2016) of [52.219-9](#).
  - (iv) Alternate III (MAR 2020) of [52.219-9](#).
  - (v) Alternate IV (AUG 2018) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(ii\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657 f](#)).
- (22)(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
  - (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- (27) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (28) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (30)(i) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
  - (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (31)(i) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
  - (ii) Alternate I (JULY 2014) of [52.222-35](#).
- (32)(i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (ii) Alternate I (JULY 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)(i) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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- (ii) [Alternate I](#) (Mar 2015) of 52.222-50 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
  - (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O. 13423 and 13514).
  - (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- (43)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O. 13423).
  - (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- (47)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (ii) Alternate I (JAN 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- (49)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - (ii) Alternate I (May 2014) of [52.225-3](#).
  - (iii) Alternate II (May 2014) of [52.225-3](#).
  - (iv) Alternate III (May 2014) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (56) [52.232-30](#), Installment Payments for Commercial Items (JAN 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- (58) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (59) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- (60) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (61) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (62)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
  - (ii) Alternate I (Apr 2003) of [52.247-64](#).
  - (iii) Alternate II (FEB 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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- (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- (2) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#), *et seq.*).
- (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#), *et seq.*).
- (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#), *et seq.*).
- (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#), *et seq.*).
- (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) [52.222-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 3509](#))).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Sec.889(a)(1)(A) of Pub. L. 115-232)
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (viii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).



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- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiv)  (A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).  
 (B) Alternate I (Mar 2015) of [52.222-50](#) (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).  
(B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

- [52.223-2](#)      **AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**  
\*\*\*fill-in information in paragraph (d); enter agency point of contact name, phone #, and e-mail address \*\*\*
- [52.225-8](#)      **DUTY-FREE ENTRY (OCT 2010)**
- [52.232-18](#)      **AVAILABILITY OF FUNDS (APR 1984)**
- [52.232-39](#)      **UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- [52.232-40](#)      **PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

**CONTRACTING OFFICER: List additional FAR clauses below, as needed, by entering the clause number, title, and date for each clause added.**


**The following clauses are also applicable as indicated below.**

- DEA-2852.203-70      FORMER EMPLOYMENT OR ASSIGNMENT WITH THE DEA (FEB 2019)**
  - (a) Any offeror or contractor who intends to employ any individual who either currently works for DEA, or had been employed with DEA as a Federal employee within the previous **five (5) years** for work supporting a prospective or active DEA contract must notify DEA of its intent as described in this clause.
  - (b) The offeror or contractor shall instruct any prospective or current employee meeting the criteria in paragraph (a), above, to complete and sign a DEA Contractor Ethics Questionnaire. The questionnaire is available for download at <https://www.dea.gov/sites/default/files/2019-03/Contractor%20Ethics%20Questionnaire%20%28Feb%2019%29.pdf>. When the intent to employ such individual is known prior to the award of a new contract or order, the contractor shall submit the employee's completed questionnaire and résumé to DEA concurrently with its proposal. When the intent is to employ such individual under an existing contract or order, the contractor shall submit the completed questionnaire and résumé electronically to the cognizant

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DEA contracting officer **AND** [ethicsFAC@usdoj.gov](mailto:ethicsFAC@usdoj.gov).

- (c) The offeror or contractor understands that any such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Federal Government on behalf of a contractor regarding a Government contract, investigation or other particular matter that they participated in personally and substantially as a Federal employee with the intent to influence Government officials in those matters for the lifetime of those matters.
- (d) The offeror or contractor further understands that for two (2) years after leaving the Federal Government, such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Government with the intent to influence on behalf of a contractor regarding a Government contract, investigation or other particular matter that they did not participate in personally and substantially as a Federal employee, but that was under their official responsibility during their last year in the Government. For purposes of this clause, an employee is defined as one appointed under Title 5, Section 2015 or Title 21, Section 878 of the United States Code.
- (e) If DEA determines after reviewing questionnaire responses or conducting other inquiries that the prospective employee is disqualified for assignment to the contract based on an unfavorable suitability and/or security determination, or may violate the post-employment restrictions described in paragraphs (c) or (d), above, or other applicable laws if allowed to work on or support the contract/task order, at DEA's request, the offeror or contractor must not assign such employee to work under a prospective or active contract.
- (f) If an offeror or contractor fails to provide a required Questionnaire, the prospective employee will not be approved to work under the DEA contract or order until such time as the Questionnaire is submitted, reviewed, and approved in accordance with established procedures.

(End of clause)

**DEA-2852.204-78 CONTRACTOR PERSONNEL REPORTING REQUIREMENTS (CPRR) (FEB 2019)**

- (a) During the life of the contract, the contractor shall report all personnel assigned to perform under the contract using the Contractor Personnel Reporting Requirements (CPRR) template available at <https://www.dea.gov/sites/default/files/%232compliantCPRRspreadsheetTemplateSample.xlsx>.
- (b) The report shall be updated quarterly to include any additions, updates, or changes in status. This information will be maintained by DEA's Office of Acquisition & Relocation Management (FA), to ensure compliance with Homeland Security Presidential Directive 12 (HSPD-12).
- (c) By the 10th of January, April, July, and October, the Contractor shall submit the report directly to the CPRR Mailbox at [CPRR.Mailbox@usdoj.gov](mailto:CPRR.Mailbox@usdoj.gov).
- (d) Failure to submit timely updates on the quarterly CPRR report will be documented by FA and reported to the Contracting Officer's Representative (COR) or Contracting Officer for appropriate action and may result in adverse comments on the Contractor Performance Assessment Reporting System (CPARS).
- (e) In the event of repetitive failures to provide this report, the contract may be terminated for default.

(End of Clause)

**DEA-2852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 2012)**

- (a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) In the event that an actual, potential, or apparent organizational conflict of interest is discovered after award, the Contractor shall make full disclosure of the particular facts and circumstances to the Contracting Officer in writing. This disclosure shall include a description of the actions that the Contractor has taken, or proposes to take in order to avoid, mitigate, or neutralize the risk to the Government.
- (c) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if deemed necessary to avoid or mitigate an actual or apparent organizational conflict of interest. In the event that the Contractor failed to disclose in a timely manner, or misrepresented the facts and circumstances of, an actual, potential, or apparent organizational conflict of interest of which it had prior knowledge, the Contracting Officer may terminate this contract for default or cause, and pursue additional remedies, including debarment, as may be provided by law.
- (d) Failure to submit timely updates on the quarterly CPRR report will be documented by FA and reported to the Contracting Officer's Representative (COR) or Contracting Officer for appropriate action and may result in adverse comments on the Contractor Performance Assessment Reporting System (CPARS).
- (e) In the event of repetitive failures to provide this report, the contract may be terminated for default.

(End of clause)

**DEA-2852.211-71 SCHEDULED AND UNSCHEDULED CLOSURES OF GOVERNMENT OFFICES (NOV 2012)**

- (a) In accordance with [5 U.S.C. 6103](https://www.uscourts.gov/uscourt/5-usc-6103), Federal Government offices are closed for ordinary business in observance of the following holidays:
  - New Year's Day
  - Birthday of Martin Luther King, Jr.
  - Washington's Birthday
  - Memorial Day
  - Independence Day

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- Labor Day
  - Columbus Day
  - Veteran’s Day
  - Thanksgiving Day
  - Christmas Day
  - Inauguration Day (*Federal offices in the Washington DC metropolitan area only*)
- (b) Federal offices may close at other times without advance notice due to emergencies, inclement weather, interruption of utilities, or other reasons. Such closures may be declared by the President, Office of Personnel Management, Office of Management and Budget, the Administrator of the DEA, or other appropriate executive authority. The duration of such closures may range from an early closure with normal operations expected on the next business day to a period of indeterminate length.
- (c) At the time that a closure is declared, appropriate information, notifications, and instructions will be provided regarding the return to normal operations. The Contractor shall comply with all directives issued in regards to such closures. The Contractor shall follow agency procedures for registering emergency contact information and shall monitor appropriate broadcast mediums for receiving emergency information.
- (d) When a closure is declared, contractor personnel must vacate the facility as directed except personnel designated in accordance with agency procedures by the contracting officer to remain onsite to continue performance. Evacuated personnel will not be allowed to reenter the facility for the duration of the closure. Performance of work at alternate sites is not permissible except in accordance with the terms of the contract and written authorization by the contracting officer.
- (e) Whenever it is necessary for contractor employees to continue performance during such closures, the contracting officer will provide written authorization for such work. Such written authorization will designate the specific individuals authorized to continue performance, alternate work sites when applicable, work schedules, work dates, and special instructions and information. Telework may be authorized if permitted by the terms of the contract. Any services scheduled to be performed at Government facilities shall not be performed elsewhere unless specifically authorized in accordance with the terms of this contract.
- (f) For firm fixed priced contracts, the terms for invoicing and payment in the contract will remain unchanged unless changed by a fully executed modification to the contract.
- (g) For other than firm fixed priced contracts, the contractor shall invoice in accordance with the Payments and Prompt Payment clauses of the contract only for work performed. Employee compensation for the period of the closure shall be governed by corporate policy.
- (h) Agency-sponsored events such as picnics or other social events are not considered to be official office closures. The Contractor shall not invoice for time spent by its employees attending or participating in such events.
- (i) In no case will any compensable administrative leave, which might be approved for Federal employees in connection with official holidays or other events, extend to contractor personnel.

[End of clause]

**DEA-2852.212-70 NOTIFICATION TO EMPLOYEES OF WHISTLEBLOWER RIGHTS, REMEDIES, AND OTHER INFORMATION (OCT 2019)**

Pursuant to clause [52.212-4\(r\)](#) and [41 U.S.C. 4712](#), the Contractor shall comply with the requirement to inform its employees of their whistleblower rights and protections by distributing a copy of the document entitled [“Whistleblower Information for Department of Justice Contractors, Subcontractors, and Grantees”](#) (<https://oig.justice.gov/hotline/docs/NDAA-brochure.pdf>) or a translated version in the principle language of its employees.

**DELIVERABLE:** The contractor shall provide written notice within 30 days informing the Contracting Officer that it has fully complied with the notification requirements in this clause or the reasons why compliance has not been met.

(End of clause)

**DEA-2852.218-70 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OUTBREAK OR OTHER BIOMEDICAL EMERGENCY OR CATASTROPHE (MAY 2012)**

- (a) It has been determined that the services provided under this contract are mission-critical and essential to the ongoing operations of the Drug Enforcement Administration.
- (b) In the event of a pandemic influenza outbreak or other biomedical emergency or catastrophe, the Contractor shall continue performance of this contract without delay or interruption.
- (c) The Government will provide notice, information, and instructions to the Contractor regarding any such event. If it is determined that changes to the performance requirements are necessary, the Government will implement the necessary changes by the issuance of Change Orders in accordance with the Changes clause of the contract, and the Contractor may assert its right for an equitable adjustment accordingly. Additional information and guidance is provided in the attached notice entitled, “Continuing Contract Performance during a Pandemic Influenza or Other National Emergency.”

(End of clause)

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**DEA-2852.219-70 SECTION 8(a) DIRECT AWARD (MAY 2012)**

- (a) Pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Justice (DOJ), the U.S. Drug Enforcement Administration (DEA), a component of the DOJ, hereby executes a direct award to **[enter name of 8(a) concern]** under the authority delegated to it by the SBA in accordance with 13 CFR 124.501 and the PA. DEA will perform all contract execution and review functions pertaining to this award in accordance with the delegation. The DEA will notify the SBA of this award, as required by 13 CFR 124.503(a)(4)(ii), and provide SBA with a copy of the award.
- (b) Notwithstanding the identification of the parties on the award form, the prime Contractor for this award is the U.S. Small Business Administration, and **[enter name of 8(a) concern]** is the Subcontractor.
- (c) The cognizant SBA district office is:

**[SBA district office]**

**[street address]**

**[city, state and zip code]**

- (d) **[enter name of the 8(a) concern]** shall:

- (1) Notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA’s 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control;
- (2) Comply with the applicable performance requirements of clause [52.219-14](#), Limitations on Subcontracting as checked below: *[Contracting officer: check only one performance standard based on the primary purpose of the contract.]*
  - Services (except construction)* — At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - Supplies (other than procurement from a nonmanufacturer of such supplies)* — The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - General construction* — The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - Construction by special trade contractors* — The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (3) Provide the contracting officer with evidence of compliance with the applicable performance standard. This report shall show total dollars expended in the cost category specified in the performance standard both for the reporting period and cumulative to date along with the dollars and percentage of total dollars expended from the contractor’s resources. This report shall be submitted annually. A final report covering the entire period of the contract shall be submitted upon expiration of the contract.
- (4) Not subcontract the performance of any of the requirements of this contract without the prior written approval of the Contracting Officer.

- (e) Compliance with the Limitation on Subcontracting clause is a mandatory performance requirement of this contract.

(End of clause)

**DEA-2852.222-70 APPLICABLE WAGE DETERMINATION (SERVICE CONTRACT LABOR STANDARDS) (JUN 2014)**

- (a) In accordance with clause 52.222-41, Service Contract Labor Standards, the minimum monetary wages and fringe benefits applicable to this contract are set forth in the attached Wage Determination(s):

Wage Determination #	Revision #	Date	Section J Attachment #

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- (b) The Contractor shall attach a copy of this (these) wage determination(s) to Wage and Hour Division (WHD) poster [WH-1313](#), Employee Rights on Government Contracts, and shall post both the publication and the wage determination(s) in a prominent and accessible location in the workplace as required by Federal Acquisition Regulation 22.1018(c). [WH-1313](#) is available for downloading at <http://www.dol.gov/whd/regs/compliance/posters/sca.htm> (Spanish language version available at <http://www.dol.gov/whd/regs/compliance/pdf/scaspan.pdf>).
- (c) The Contractor shall classify each service employee who will perform under this contract by the applicable wage determination according to the work performed by the employee. If the applicable wage determination does not include an appropriate occupational code, title, and wage rate for a service employee employed under the contract, the Contractor shall initiate the conformance process in accordance with paragraph (c) of clause 52.222-41 and corresponding instructions provided by the WHD at [http://www.wdol.gov/sca\\_confmrnce.aspx](http://www.wdol.gov/sca_confmrnce.aspx).
- (End of clause)

**DEA-2852.237-70 PREVENTING PERSONAL SERVICES CONTRACTS AND PERFORMANCE OF INHERENTLY GOVERNMENT FUNCTIONS (JUN 2018)**

- (a) A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. This contract action is for non-personal services and is not a personal services contract action. Due to the need for close interaction of government and contractor personnel, it is essential for all contractor personnel for this contract performing at Drug Enforcement Administration (DEA) designated worksites to receive supervision from their parent company and avoid employer-employee relationships with government officials. In addition, it is important for contractor personnel to recognize and avoid circumstances that may appear to be personal services. Federal Acquisition Regulation (FAR) subpart [37.104](#) provides important information to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement and receive supervision from their parent company to avoid performance of a personal services contract.
- (b) "[Inherently governmental function](#)" means, as a matter of policy, a function so intimately related to the public interest as to mandate performance by Government employees. An inherently governmental function includes activities requiring either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: the act of governing, *i.e.*, the discretionary exercise of Government authority, and monetary transactions and entitlements. It is essential for all contractor personnel performing services at DEA designated worksites to recognize and understand what inherently government functions are. Federal Acquisition Regulation (FAR) [subpart 7.5 - Inherently Governmental Functions](#) and the Office of Management and Budget's (OMB) [Office of Federal Procurement Policy \(OFPP\) Policy Letter 11-01, Performance of Inherently Governmental and Critical Functions](#), provide important information regarding inherently governmental functions to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement.
- (c) Contractors providing personnel who perform services on-site at DEA offices must certify via the "Contractor Employee Certification Concerning Prohibition of Personal Services Contracts and Inherently Governmental Functions" form that its on-site employee(s) have read and understand FAR [37.104](#), Personal services contracts, and FAR [subpart 7.5](#) before they may begin work at an on-site DEA office. The Contractor on-site supervisor shall address any questions or concerns with the Contracting Officer's Representative (COR) or Contracting Officer.
- (End of Clause)

**DEA-2852.239-71 INFORMATION RESELLERS OR DATA BROKERS (MAY2012)**

- (a) Under this contract, the Drug Enforcement Administration (DEA) obtains personally identifiable information about individuals from the contractor.
- (b) The Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonable believed to have been, breached. Any notification shall be coordinated with the DEA, and shall not proceed until the DEA has made a determination that notification would not impede a law enforcement investigation or jeopardize national security.
- (c) The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the DEA/DOJ. The Contractor assumes full responsibility for taking corrective action consistent with the DEA's Guidelines for Data Breach Notification (December 2, 2011), which may include offering credit monitoring when appropriate.
- (End of clause)

**DEA-2852.239-73 SECURITY OF DOJ INFORMATION AND SYSTEMS (AUG 2015)**

**I. APPLICABILITY TO CONTRACTORS AND SUBCONTRACTORS**

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of U.S. Department of Justice (DOJ) Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

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#### II. GENERAL DEFINITIONS

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

- A. **Information** means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as “data,” and “personally identifiable information” (“PII”), regardless of form.
- B. **Personally Identifiable Information (or PII)** means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.
- C. **DOJ Information** means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.
- D. **Information System** means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, “processing, storing, or transmitting”) Information.
- E. **Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

#### III. CONFIDENTIALITY AND NON-DISCLOSURE OF DOJ INFORMATION

Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer (“CO”) or the CO’s Representative (“COR”) at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

- A. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.
- B. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor’s knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

#### IV. COMPLIANCE WITH INFORMATION TECHNOLOGY SECURITY POLICIES, PROCEDURES AND REQUIREMENTS

- A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 (“FISMA”), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology (“NIST”) Special Publications (“SP”), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards (“FIPS”) Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program (“FedRAMP”), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:
  - 1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;
  - 2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;
  - 3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
  - 4. Maintaining authorizations to operate any Covered Information System;
  - 5. Performing continuous monitoring on all Covered Information Systems;
  - 6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT

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products employed in Information Systems;

7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;
  8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;
  9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;
  10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
  11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;
  12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;
  13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;
  14. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;
  15. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;
  16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and
  17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.
- B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)
- C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.
- D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.
- E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:
1. Media must be encrypted using a NIST FIPS 140-2 approved product;
  2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
  3. Where applicable, media must utilize antivirus software and a host- based firewall mechanism;
  4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has

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been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,

5. A Rules of Behavior (“ROB”) form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
- F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.
- G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.
- H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.
- I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.
- J. DOJ, at its discretion, may suspend Contractor’s access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor’s expense.

#### V. CLOUD COMPUTING

- A. **Cloud Computing** means an Information System having the essential characteristics described in NIST SP 800-145, *The NIST Definition of Cloud Computing*. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.
- B. Contractor may not utilize the Cloud system of any CSP unless:
  1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report (“SAR”) to the DOJ CO for consideration as part of Contractor’s overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,
  2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.
- C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

#### VI. INFORMATION SYSTEM SECURITY BREACH OR INCIDENT

- A. Definitions
  1. **Confirmed Security Breach** (hereinafter, “Confirmed Breach”) means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.
  2. **Potential Security Breach** (hereinafter, “Potential Breach”) means any suspected, but unconfirmed, Covered Information System Security Breach.
  3. **Security Incident** means any Confirmed or Potential Covered Information System Security Breach.
- B. **Confirmed Breach.** Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO’s Representative (“COR”). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.
- C. **Potential Breach.**



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1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, *unless* Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.
  2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.
- D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US- CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.
- E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.
- F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.
- G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.
- H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

**VII. PERSONALLY IDENTIFIABLE INFORMATION NOTIFICATION REQUIREMENT**

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

**VIII. PASS-THROUGH OF SECURITY REQUIREMENTS TO SUBCONTRACTORS AND CSPS**

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor.

(End of Clause)

**DEA-2852.239-74 CERTIFICATION OF OPERABILITY ON SYSTEMS USING THE FEDERAL DESKTOP CORE CONFIGURATION OR THE UNITED STATES GOVERNMENT CONFIGURATION BASELINE (MAY 2012)**

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) or the United States Government Configuration Baseline (USGCB). This includes Internet Explorer 7 and 8 configured to operate on Windows XP, Windows Vista, and Windows 7 (in Protected Mode on Windows Vista and Windows 7).

- For the Windows XP settings, see: [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html).
- For the Windows Vista settings, see: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html).

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- For Windows 7 settings, see: [http://usgcb.nist.gov/usgcb\\_content.html](http://usgcb.nist.gov/usgcb_content.html).
- (b) The standard installation, operation, maintenance, updating, and/or patching of software shall not alter the configuration settings from the approved FDCC or USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default “program files” directory and should be able to silently install and uninstall.
- (c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.  
(End of clause)

**DEA-2852.242-70 CONTRACTOR PERFORMANCE ASSESSMENT (MAR 2020)**

- (a) Pursuant to FAR [subpart 42.15](#), the Government will assess the Contractor’s performance under this contract. Performance assessment information may be used by the Government for decision-making on exercise of options, source selection, and other purposes, and will be made available to other federal agencies for similar purposes.
- (b) Performance will be assessed in the following areas:
  - (1) Quality of product or service;
  - (2) Schedule;
  - (3) Cost control;
  - (4) Business relations;
  - (5) Management of key personnel; and
  - (6) Other appropriate areas.
- (c) For contracts that include the clause at [52.219-9](#), Small Business Subcontracting Plan, performance assessments will consider performance against, and efforts to achieve, small business subcontracting goals set forth in the small business subcontracting plan.
- (d) For any contract with a performance period exceeding 18 months, inclusive of all options, the Government will perform interim performance assessments annually and a final performance assessment upon completion of the contract.
- (e) The Government will prepare contractor performance assessment reports electronically using the Contractor Performance Assessment Reporting System (CPARS). Additional information on CPARS may be found at [www.cpars.gov](http://www.cpars.gov).
- (f) The Contractor will be provided access to CPARS to review performance assessments. The Contractor shall designate a CPARS point-of-contact for each contract subject to performance assessment reporting. Upon setup of a contract in CPARS, the Contractor’s CPARS point-of-contact will receive a system-generated e-mail with information and instructions for using CPARS. Prior to finalizing any contractor performance assessment, the Contractor shall be given 14 calendar days to review the report and submit comments, rebutting statements, or additional information. Disagreements between the Contractor and the Government performance assessment official will be resolved by a Government Reviewing Official, whose decision on the matter will be final.
- (g) The Government will also report in the Federal Awardee Performance and Integrity Information System (FAPIS) module of CPARS information related to:
  - (1) A Contracting Officer’s final determination that a contractor has submitted defective cost or pricing data;
  - (2) Any subsequent change to a final determination concerning defective cost or pricing data pursuant to 15.407-1(d);
  - (3) Any issuance of a final termination for default or cause notice; or
  - (4) Any subsequent withdrawal or a conversion of a termination for default to a termination for convenience.(End of clause)

**DEA-2852.242-71 INVOICE REQUIREMENTS (MAY 2012)**

- (a) The Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail addresses:
  - (1) [Invoice.diversion@usdoj.gov](mailto:Invoice.diversion@usdoj.gov) ;
  - (2) [Nancy.a.costello@usdoj.gov](mailto:Nancy.a.costello@usdoj.gov); and
  - (3) TBD.
- (b) The date of record for invoice receipt is established on the day of receipt of the e-mail if it arrives before the end of standard business hours (5 p.m. local), or the next business day if the invoice arrives outside of normal business hours. Scanned documents with original signatures in .pdf or other graphic formats attached to the e-mail are acceptable. Digital/electronic signatures and certificates cannot be processed by DEA and will be returned.
- (c) In addition to the items required in FAR [32.905\(b\)](#), a proper invoice shall also include the following minimum additional information and/or attached documentation:

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- (1) Total/cumulative charges for the billing period for each Contract Line Item Number (CLIN);
  - (2) Dates upon which items/services were delivered; and
  - (3) The Contractor's Taxpayer Identification Number (TIN).
- (d) Invoices will be rejected if they are illegible or otherwise unreadable, or if they do not contain the required information or signatures.  
(End of Clause)

**DEA-2852.242-72 FINAL INVOICE AND RELEASE OF RESIDUAL FUNDS (MAY 2012)**

- (a) The Contractor shall submit a copy of the final invoice to the Contracting Officer at the address listed in clause DEA-2852.242-71, Invoice Requirements. The final invoice must be marked "Informational Copy – Final Invoice."
- (b) By submission of the final invoice and upon receipt of final payment, the Contractor releases the Government from any and all claims arising under, or by virtue of, this contract. Accordingly, the Government shall not be liable for the payment of any future invoices that may be submitted under the above referenced order.
- (c) If residual funds on the contract total \$100 or less after payment of the final invoice, the Government will automatically deobligate the residual funds without further communication with the vendor.
- (d) If funds greater than \$100 remain on this order after payment of the final invoice, the Government will issue a bilateral modification to deobligate the residual funds. The contractor will have up to **30** calendar days after issuance of the modification to sign and return it. The contractor's signature on the modification shall constitute a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically exempted from the operation of the release. If the contractor fails to sign the modification or assert a claim within the stated period, the Government will deobligate the residual balance and proceed with close-out of the contract.  
(End of clause)

**DEA-2852.242-80 CONTRACTOR TELEWORK**

- (a) Definitions.

*"Telework"* means a work flexibility arrangement, including situational telework (weather or event-related) that allows Contractor and/or Subcontractors to perform the duties and responsibilities of their position from an approved alternative work site. The arrangement may not include hours that exceed the normal hours worked during an invoice pay period.

*"Contracting Officer's Representative"* (COR) means an individual designated and authorized in writing by the Drug Enforcement Administration (DEA) to perform specific technical or administrative functions.

*"Contractor"* means an employee of the Parent Company currently working onsite at a DEA facility.

*"Contractor Program Manager"* means the onsite supervisor or designated supervisor for Contractors.

*"Parent Company"* means a business entity holding a current contract with the DEA under which its employees (the Contractor) is performing.

*"Program Office"* includes the Office Head, Special Agent in Charge, Laboratory Director, Regional Director, Country Attaché or their designees.

*"Task Monitor"* means an individual designated and authorized in writing by DEA to conduct and document day to day contract administration functions in the field.
- (b) The Program Office may approve a telework plan and have overall responsibility for the administration of this clause within their organizational jurisdiction.
- (c) The COR/TM, in conjunction with the Program Office must make a written determination that:
  - (1) Certain work functions or the missions of certain work units are suitable for a telework arrangement;
  - (2) The Contractor is suitable for telework based on individual performance, program requirements and mission objectives;
  - (3) Summary of work performed during teleworked hours is submitted to the COR/TM on a bimonthly basis;
  - (4) The Contractor shall sign and submit the completed DEA Contractor Telework Agreement Form;
  - (5) The COR/TM shall retain the signed DEA Contractor Telework Agreement Form in the contract file for record keeping;
  - (6) The Contractor shall obtain the necessary technology prior to teleworking:
    - (i) Firebird Anywhere - <http://intranet/sites/si/Mobile/fba/Pages/default.aspx>; OR
    - (ii) DEA issued Laptop--If the contractor's current computer is a desktop, the Program Office may request a laptop using a DEA-19 form for the Contractor to take home when teleworking.

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- (7) The COR/TM and the Contractor shall review and re-sign, if approved, the DEA Contractor Telework Agreement on an annual basis.
- (8) The Program Office or the Contractor reserves the right to terminate the Contractor Telework Agreement at any time.
- (9) Within thirty (30) days of the date this clause is incorporated into the contract, the Program Office shall submit to the COR/TM and the cognizant Contracting Officer a plan for how it will implement authorizations for approved telework locations. The plan will describe the specific work and tasks that may be suitable for performance at a temporary work location, the personnel who may be assigned to perform the work, the methods the Program Office will use to manage, supervise, and perform quality control, and any other relevant information. Hours worked, as well as performance shall be tracked on a daily basis.
- (d) Under no circumstance will the Contractor be authorized to perform any work requiring access to DOJ/DEA information or information systems unless such access will be made exclusively using DEA equipment or property issued for this purpose.
- (e) No authorization for telework shall be construed as an indication of past performance, an increase in the price of the contract, an approval of overtime, a change in the contract schedule, or approval of an accelerated rate of expenditures.
- (f) Local commuting expenses incurred in traveling to or from any approved telework location are not reimbursable. Any incidental costs incurred in performing work at approved telework locations will be reimbursable in accordance with the Allowable Cost and Payment clause and the Payments clause of the contract, provided that such costs are segregated and allocable to the contract.
- (g) The contractor is responsible for protecting and using any DEA-owned or provided equipment or other property for official purposes only. DEA is responsible for servicing, and maintaining any DEA-provided equipment issued to the Contractor. DEA is not liable for injuries or damages to the Contractor's personal or real property while the Contractor is working at the approved telework location.

End of clause

**DEA-2852.247-70 GENERAL PACKAGING AND MARKING REQUIREMENTS (MAY 2012)**

- (a) Packaging and packing for all items (includes written materials, reports, presentations, etc.) delivered hereunder shall be in accordance with common commercial practices, adequate to insure protection from possible damage resulting from improper handling, inclement weather, water damage, excessive heat and cold, and to insure acceptance by a common carrier for safe delivery to its final destination.
  - (b) All deliverables shall clearly indicate the contract number and/or task (delivery) order number, as appropriate, on or adjacent to the exterior shipping label.
- (End of clause)

**JAR 2852.222-71 DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING (MAR 2020)**

- (a) It is DOJ policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in "DOJ Policy Statement 1200.02, Federal Workforce Responses to Domestic Violence, Sexual Assault, and Stalking", available in full for public viewing at: <https://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>.
- (b) Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all Vendor's employees and employees of subcontractors who will be assigned to work on DOJ premises.
- (c) Upon contract award, DOJ will provide the Contractor with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking; for the component or components where the Contractor will be performing. The Contractor agrees to inform its employees and employees of subcontractors, who will be assigned to work on DOJ premises, with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking.

(End of Clause)

**JAR 2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)**

(Full text may be found at [http://www.ecfr.gov/cgi-bin/text-idx?SID=a2b96acd03ae14bffc1e2ac908f1b3e0&mc=true&node=se48.6.2852\\_1233\\_670&rqn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=a2b96acd03ae14bffc1e2ac908f1b3e0&mc=true&node=se48.6.2852_1233_670&rqn=div8))

**CONTRACTING OFFICER:** List the recommended security clause in the approved DD 254 in the space provided below by clause number, title, and date of clause.

**CONTRACTOR:** The full text of the clause may be found at <https://www.dea.gov/security-clauses>.

**FAR 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)**

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SOLICITATION #: 15DDHQ20R00000021

[FAR 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 30 days before the contract expires.

(End of clause)

[FAR 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 30 days before the contract expires, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years.

(End of clause)

**PUBLIC TRUST POSITIONS—DEA CONTRACTOR SECURITY REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED (SBU) INFORMATION/U.S. CITIZENSHIP REQUIRED**

DEA contractor companies, consultants or subcontractor companies (collectively referred to as “Contractors”) performing under a DEA contract, task order, purchase order, delivery order, blanket purchase agreement (“BPA”), reimbursable agreement (“RA”), and/or other types of contractual agreements (all referred to herein as “Contracts”) may access DEA information, Information Technology (IT) systems, DEA facilities and/or space, in compliance with DEA Contractor Security Requirements (DEA-2852.204-83) and the On-Site Contractor Responsibilities document (attached hereto as Exhibit 1).

**I. GENERAL**

DEA’s Office of Security Programs/Personnel Security Section (“ISR”) will request that the Office of Personnel Management (“OPM”) conduct background investigations on all Contractor personnel assigned to this contract and on those officers of the Contractor (including the Security Officer and Alternate Security Officer) who will be directly involved in any aspect of management of the assigned personnel. The type of background investigation will be determined by DEA’s ISR, which reserves the right to determine the type of investigation required for all Contractor positions. At a minimum, DEA will conduct criminal and consumer reporting background investigations in accordance with federal law and Department of Justice (“DOJ”) policies.

Only **United States citizens, by birth or naturalized**, shall be permitted to perform services for DEA under this contract. All personnel assigned to this contract must be approved in writing by ISR for access to **SBU** information **prior** to working on any DEA contract.

*A clearance for access to National Security Information (NSI) is not required, nor authorized by this contract. However, a previously conducted and current background investigation that was favorably adjudicated may be accepted and supplemented with criminal record and credit report checks conducted by DEA. See Section IV(D) below.*

All applicants must have resided legally in the United States for at least three (3) years of the last five (5) years. The three (3) years should be consecutive, *unless the applicant was:*

- a U.S. Government employee assigned to a U.S. embassy or U.S. consulate in a foreign country;
- a U.S. Government Contractor’s employee, who is a U.S. citizen assigned to a U.S. embassy, U.S. consulate, or U.S. military installation in a foreign country and who is not ordinarily a resident of that country;
- a member of the U.S. armed forces stationed in a foreign country; or
- a dependent family member of a U.S. Government or U.S. armed forces employee assigned overseas.

**II. CONTRACTOR’S POINT OF CONTACT**

DEA’s designated Contracting Officer’s Representative (“COR”) or the Task Monitor (“TM”) shall be the Contractor’s point of contact for all personnel security communications, inquiries, and issues regarding this contract. All required documents must be submitted by the Contractor to the COR/TM. The COR/TM will communicate with the Contractor on all personnel suitability issues. The COR/TM will communicate with an applicant on a personnel suitability issue only when communicating through the Contractor would violate the applicant’s rights under the Freedom Of Information Act (“FOIA”)/Privacy Act (“PA”). ISR may communicate directly with the Contractor, its employees, or its applicants **ONLY** for the purpose of providing assistance with

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the Electronic Questionnaires for Investigations Processing (e-QIP). The Contractor shall immediately inform the COR/TM in writing, when an employee has: (1) transferred to another contract; (2) resigned; or (3) been terminated by the Contractor for any type of action that constitutes a termination in the Contractor-Employee relationship. The COR/TM will provide this information to ISR.

### **III. CONTRACTOR'S RESPONSIBILITIES**

#### **A. GENERAL:**

The Contractor shall ensure that all applicant packages submitted to DEA meet the basic eligibility requirements for job skills, required certificates, residency and that the applicant packages have been reviewed against the disqualifying factors in Section V below and any disqualifying information in the applicant's background has been favorably mitigated. The Contractor shall make every effort to preclude incurrence of avoidable costs to the Government by ensuring that all applicants and personnel proposed on this contract are eligible, reliable, and of reputable background and sound character. The Contractor's time and expenses for recruiting, interviewing and security screening are either considered overhead ("OH") or General and Administrative (G&A) expenses and may not be billed directly to DEA.

Contractors shall include the following statement in employment advertisements: "*Applicants selected will be subject to a Government background investigation and must meet eligibility and suitability requirements.*"

The Contractor shall verify the applicant's current home address, telephone number(s), prior work experience and answer delinquent debt-related issues that may potentially disqualify an applicant from consideration for employment on a DEA contract.

In accordance with DEA Clause 2852.204-78, the Contractor shall submit prescribed information on employees supporting DEA contracts in the Contractor Personnel Reporting Requirement ("CPRR") Template located on the Special Contractor Reporting Requirements page of [www.DEA.gov](http://www.DEA.gov).

The Contractor shall ensure that all public trust related forms and questionnaires are filled out correctly and completely. The Contractor shall respond to the COR/TM's request for additional information or documents regarding the background investigation within fourteen (14) calendar days, unless the COR/TM provides a written extension. *Failure to submit the requested information or documents within fourteen (14) calendar days will cause the entire package to be rejected and it will be returned to the Contractor without any further action.*

Applicants whose background investigations result in a determination of unsuitable or are otherwise determined unfavorable based on derogatory information shall be removed from further consideration for performance on this or any DEA contract. DEA reserves the right to refuse the services of and/or terminate any Contractor employee or applicant who is or may be judged an unacceptable risk. The COR/TM will inform the Contractor in writing of any objections concerning specific applicants and personnel, but is not permitted to provide specific information due to the FOIA/PA.

A determination by DEA that a person is not suitable to perform work under this contract is not a denial, suspension, or revocation of a previously granted security clearance or access by another agency. The DEA determination shall not be interpreted as a direction or recommendation to the Contractor regarding the suitability of an affected individual for employment outside the scope of DEA.

If a Contractor's employee does not perform any work under the Contract for a period of twenty-four (24) months after ISR has issued a favorable adjudication, the Contractor's employee will be required to submit a new

application package to the COR/TM and will need a new favorable adjudication before he or she can perform any work under the contract.

**B. CONTRACTOR’S SECURITY OFFICER:**

The Contractor shall establish and maintain a security program to ensure that all requirements set forth in this document are accomplished efficiently and effectively. The Contractor shall designate a Security Officer and an Alternate Security Officer, in case of the primary Security Officer’s absence, with the authority and responsibility to perform screening for public trust positions.

**IV. DOCUMENT REQUIREMENTS<sup>1</sup>**

The Contractor shall complete and submit all mandatory documents to the COR/TM. The completed documents will be used by ISR to initiate the background investigation conducted by OPM or to supplement the background investigation previously conducted by the U.S. Department of Defense/Defense Security Service (DOD/DSS) or other U.S. Government agency. The Contractor is cautioned to only submit the type and number of documents required.

All required documents shall be submitted to the COR/TM in paper format. Required documents must not be stapled, fastened or otherwise bound together; a paper clip or binder clip will suffice. Insert each applicant’s documents in a separate envelope with the name of the Contractor, contract number and the applicant’s full name and labor category on the front of the envelope. Submit the completed documents to the COR/TM at the address provided, via hand delivery, FedEx, UPS, Express Mail, Registered Mail or Delivery Confirmation. The Contractor should maintain a record of delivery and receipt.

**A. MANDATORY DOCUMENTS:**

<b>Contract Employee's Authorization to Conduct Agency-Specific Record Checks (February 2009)</b>	<ul style="list-style-type: none"><li>▪ This form will be used to supplement criminal record checks previously conducted by DOD/DSS</li></ul>
<b>Drug Use Statement (March 2015)</b>	<ul style="list-style-type: none"><li>▪ This form is required and must be completed in its entirety.</li><li>▪ Prior editions are no longer acceptable</li></ul>
<b>Release—Fair Credit Reporting Act of 1970, as amended</b>	<ul style="list-style-type: none"><li>▪ This form is required in addition to the DOJ-555</li></ul>

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<sup>1</sup> Click on “DEA Clearance Forms and Special Contractor Reporting Requirement” at [www.justice.gov/dea/resource-center/doing-business.shtml](http://www.justice.gov/dea/resource-center/doing-business.shtml).



<p align="center"><b>Applicant Fingerprint Cards (FD-258)</b>  <b><i>(DO NOT BEND, FOLD, HOLE PUNCH, STAPLE, OR OTHERWISE MUTILATE THE FINGERPRINT CARDS)</i></b></p>	<ul style="list-style-type: none"> <li>▪ Three (3) blank fingerprint cards (blue text on white card stock) must be obtained from the COR; the cards are not available electronically. All three fingerprint cards must have original signatures in black or dark blue ink.</li> <li>▪ The fingerprints may be taken by DEA personnel, the Contractor’s Security Officer, at a police/sheriff’s department, a local FBI office, or a commercial facility. DEA will not reimburse fees charged by organizations to take the fingerprints</li> <li>▪ The Contractor shall ensure that the applicant’s fingerprint cards are authentic, legible, and complete to avoid processing delays.</li> </ul>
<p align="center"><b>Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act Department of Justice Form DOJ-555 (Revised Oct. 2008)</b></p>	<ul style="list-style-type: none"> <li>▪ The Contractor shall provide a written notice/release to the applicant that a credit report may be used for employment purposes. The applicant must sign and date the notice/release and submit it to the Contractor before the credit report is obtained. A copy of the signed notice shall be submitted to ISR with the DOJ-555.</li> <li>▪ The “Current Organization Assigned” is the Contractor’s corporate name and the DEA Division/Office for the contract.</li> </ul>
<p align="center"><b>Questionnaire for Public Trust Positions (SF-85P)</b></p>	<ul style="list-style-type: none"> <li>▪ Original signatures in black ink on Pages 7 and 8.</li> <li>▪ The SF-85P may be typed or legibly printed by hand. The date of the applicant’s signature on the SF-85P must not be more than thirty (30) calendar days old when submitted to the COR/TM.</li> <li>▪ Applicants may make changes, updates, corrections or supplement information on the SF-85P by initialing all changes, supplementing with plain paper and providing their name, social security number, and signature.</li> <li>▪ If there are no changes since the date the SF-85P was signed originally, the applicant may re-sign and re-date the SF-85P with the notation, “No changes.”</li> <li>▪ The applicant should retain a copy of the SF-85P to aid in subsequent completion of the on-line e-QIP version.</li> <li>▪ <i>DO NOT SUBMIT THE INSTRUCTION PAGES.</i></li> </ul>

<p><b>Supplemental Questionnaire for Selected Positions(SF-85P-S)</b></p>	<ul style="list-style-type: none"><li>▪ Original signatures in black ink. The SF-85P-S may be typed or legibly printed by hand. The date of the applicant’s signature on the SF-85P-S must not be more than thirty (30) calendar days old when submitted to the COR/TM. Applicants may make changes, updates, corrections or supplement information on the SF-85P-S by initialing all changes, supplementing with plain paper if necessary and providing their name, social security number, and signature. Original signatures in black ink.</li><li>▪ If there are no changes since the date the SF-85P-S was signed originally, the applicant may re-sign and re-date the SF-85P-S with the notation: “No changes.”</li><li>▪ The applicant should retain a copy of the SF-85P-S to aid in subsequent completion of the on-line e-QIP version.</li></ul>
<p><b>OF-306 Declaration of Federal Employment</b></p>	<ul style="list-style-type: none"><li>▪ Document used to assess fitness for federal contract employment.</li><li>▪ If an applicant has been previously issued a Top Secret, Secret or Confidential clearances by DOD/DSS, this document is not required.</li></ul>

**B. OPTIONAL DOCUMENTS:**

<p><b>Verification of Defense Security Service/Joint Personnel Adjudication System (JPAS) Form on Contractor’s Letterhead</b></p>	<ul style="list-style-type: none"><li>▪ This form is required only for applicants with Top Secret, Secret or Confidential clearances previously issued by DOD/DSS. A JPAS Verification is considered current based on the date of investigation, not the date the DOD/DSS issued the clearance.</li><li>▪ A JPAS Verification Letter for an Interim Clearance will be accepted provided that the date the Interim Clearance was granted is not more than one (1) year from the date of submission to DEA. A copy of the final clearance shall be provided to the COR/TM upon receipt. The COR/TM will forward the final clearance to DEA Headquarters/Personnel Security Section.</li><li>▪ Do not submit a JPAS Verification Letter that shows: Loss of Jurisdiction; Declination; Discontinued; Cancelled; Denied; Revoked; Suspended; or any other terminology which indicates the applicant does not have a current clearance or current clearance eligibility.</li></ul>
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<p style="text-align: center;"><b>Loyalty Oath</b></p>	<ul style="list-style-type: none"> <li>▪ This form is required only if the applicant is a U.S. citizen, by birth or naturalized, and has <i>dual citizenship</i> with a foreign country.</li> </ul>
<p style="text-align: center;"><b>Foreign National Relatives or Associates Statement</b></p>	<ul style="list-style-type: none"> <li>▪ This form is only required if the applicant has foreign national relatives or associates, regardless of whether the foreign national relatives or associates reside in the United States or a foreign country. Do not include foreign-born relatives or associates who are United States citizens.</li> </ul>
<p style="text-align: center;"><b>U.S. Citizenship Certificate of Naturalization or U.S. Passport</b></p>	<ul style="list-style-type: none"> <li>▪ This document may be either a current or previous U.S. Passport.</li> <li>▪ <u>NOTE:</u> The National Industrial Security Program Operating Manual, DOD Directive 5520.22-M, Section 2-206, authorizes the Contractor to require each applicant who claims U.S. citizenship to produce evidence of citizenship. However, some naturalized U.S. citizens may be reluctant to photocopy the Certificate of Naturalization or U. S. Passport due to the prohibition printed on the front of the certificate. In those cases, an official of the Contractor’s company or a DEA employee may personally view the Certificate of Naturalization or U. S. Passport and sign a statement verifying that the individual is a U.S. citizen.</li> </ul>
<p style="text-align: center;"><b>Report of Birth Abroad of a Citizen of the United States, or a Certificate of Citizenship U.S. Department of State form FS-240, FS-545 or DS-1350.</b></p>	<ul style="list-style-type: none"> <li>▪ This form is only required if the applicant’s U.S. citizenship was acquired by birth abroad to a U.S citizen parent or parents.</li> </ul>
<p style="text-align: center;"><b>Debtor’s Declaration and Trustees quarterly statement</b></p>	<ul style="list-style-type: none"> <li>▪ For pending bankruptcy matters, one (1) copy of the Debtor’s Declaration and the Trustee’s most recent quarterly payment statement. For either Chapter 7 (Liquidation) or Chapter 13 (Individual Debt Adjustment) bankruptcies filed within the past ten (10) years, submit the Order of Discharge.</li> </ul>
<p style="text-align: center;"><b>Proof of satisfactorily resolving a delinquent debt issue(s).</b></p>	<ul style="list-style-type: none"> <li>▪ Provide document evidencing satisfaction of the obligation. Typically this is a signed letter from the debtholder or credit bureau verifying that the delinquent debt has been resolved.</li> </ul>

**C. QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS (SF-85P) AND SUPPLEMENTAL QUESTIONNAIRE FOR SELECTED POSITIONS (SF-85P-S):**

Barring any questionable or disqualifying information prior to approval of the waiver, ISR will establish an e-QIP account for the applicant on the OPM's website [www.opm.gov](http://www.opm.gov). ISR will then e-mail an "invitation" to the applicant with instructions on logging into the OPM website and completing the Questionnaire for Public Trust Positions (SF-85P) and Supplemental Questionnaire for Selected Positions (SF-85P-S), in e-QIP for electronic transmission directly to ISR. The Contractor's Security Officer will receive a copy of the applicant's e-QIP invitation.

The applicant will have fourteen (14) calendar days from the e-Qip "invitation" email to complete and electronically transmit the e-QIP version of the SF-85P and SF-85P-S, sending by fax the signed signature pages directly to ISR or sending by email the signed signature pages as PDF attachments directly to the ISR email address provided in the e-QIP invitation. If an applicant has not completed the SF-85P and SF-85P-S in e-QIP by the 14<sup>th</sup> calendar day, ISR will notify the COR/TM to advise the Contractor and determine the reason. An extension will be granted only with the COR/TM and ISR's approval. *Failure to comply with the 14 calendar days will cause the entire package to be rejected and returned to the Contractor without any further action.*

ISR will review and approve or reject the SF-85P and SF-85P-S. If approved, ISR will transmit the SF-85P and SF-85P-S to OPM electronically to schedule the background investigation. At the DEA's discretion, ISR may grant a waiver valid for a six (6) month period when OPM has scheduled the background investigation. *A waiver will not be granted until OPM has scheduled the background investigation.*

If the SF-85P is rejected, ISR will notify the applicant and the applicant will be provided five (5) calendar days from the date of notification to correct and transmit the required documentation.

**D. APPLICANTS WITH CURRENT PUBLIC TRUST OR SECURITY CLEARANCES:**

If the applicant has a favorable *Public Trust Suitability Determination* by another U.S. Government agency or a Defense Security Service ("DOD/DSS") security clearance, a copy of the document should be submitted to the COR/TM. The Determination must indicate the type of background investigation conducted and the date it was completed. The background investigation must have been completed no longer than five (5) years prior to the date it is verified by DEA. The initiation of a new background investigation through the submission of an SF-85P and SF-85P-S in e-QIP will not be required unless DEA ISR determines a more in-depth background investigation than the one previously conducted is needed. The COR/TM will notify the contractor if a new background investigation is necessary.

Fingerprint cards; Loyalty Oath; Foreign National Relatives or Associates Statement; and Verification of U.S. Citizenship forms are not required when:

1. the applicant has a current DOD/DSS clearance and a JPAS Verification Letter is provided; or
2. the applicant has favorable Public Trust Suitability Determination by another U. S. Government agency. One (1) copy each of the SF-85P Questionnaire for Public Trust Positions and SF-85P-S, Supplemental Questionnaire for Selected Positions is still needed.

## V. **DISQUALIFYING FACTORS**

*Issues may surface concerning approval or retention of a Contractor's applicant or employee that are not addressed in this contract. If there is any doubt regarding the suitability of an applicant or employee, the individual will not be approved for assignment to this or any DEA contract.*

**Suitability** is a requirement for employment on a DEA contract as it concerns an individual's conduct, character, reputation, reliability, trustworthiness and/or loyalty to the United States. To be suitable, an individual's assignment or continued assignment on a DEA contract must be reasonably expected to accomplish DEA's mission.

Any one or more of the following factors—as disclosed on the SF-85P and SF-85P-S, in a personal interview with the applicant, or as part of the background investigation—are grounds for **mandatory disqualification** for assignment on a DEA contract and from further consideration for any type of assignment or employment involving DEA. The Contractor is responsible for interviewing each applicant and reviewing the complete public trust package using the following criteria. If relevant mandatory disqualification information is obtained, the requested package should **not** be submitted to DEA until the disqualifying information is favorably mitigated.

### A. **CRIMINAL RECORD:**

1. conviction resulting from a felony charge(s), regardless of when the conviction occurred;
2. multiple misdemeanor convictions, regardless of when the convictions occurred;
3. one or more arrests and/or misdemeanor convictions for possession of an illegal drug(s) or for being under the influence of an illegal drug(s);
4. pending indictments or pending criminal charges, regardless of whether the charge(s) is a felony or misdemeanor; and/or
5. currently serving a period of probation resulting from a criminal conviction, regardless of whether the conviction is for a felony or a misdemeanor charge.

### B. **ILLEGAL DRUG USE:**

DEA's mission is to enforce the Controlled Substances Act, 21 USC 801 *et seq.* The illegal use of drugs by any of its personnel, including contractor personnel, may adversely affect the performance of its mission, create a danger to the public safety, expose the agency to civil liability, jeopardize criminal investigations and prosecutions, lead to corruption, or undermine public confidence. Because of its law enforcement responsibilities and the sensitive nature of its work, DEA has a compelling obligation to ensure a workplace that is free of illegal drugs.

Applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous drugs, except those medically prescribed, *may* be disqualified for employment on a DEA contract. Disclosed drug use will be decided on a case-by-case basis. **Experimental use or use of any narcotic or dangerous drug, including marijuana, after employment on a DEA contract is cause for removal.**

### C. **FALSE STATEMENTS:**

A false statement is the deliberate omission, concealment, or falsification of relevant and material facts from any personnel security questionnaire, personal history statement, or similar form or interview used to conduct investigations, determine employment qualifications, award benefits or status, such as:

1. altering the condition of discharge on military documents;
2. altering college transcripts;
3. falsely completing or failing to disclose information on the SF-85P and SF-85P-S or any other documents used in the background investigation process; and/or
4. conflicting statements of drug use, either on the SF-85P and SF-85P-S, on the Drug Use Statement, or during the background investigation.

**D. DEBT- RELATED ISSUES:**

Debt-related issues are the most prevalent derogatory issues found during background investigations and cause delays in the adjudication process. The Contractor is encouraged to obtain the applicant/employee's credit report and have all potentially disqualifying issues mitigated prior to submitting the requested applicant package to DEA for processing.

The terms indebtedness, delinquent debt, and debt related issues mean lawful financial obligations that are just debts that are past due. Debt related issues raise a number of suitability and security concerns that an individual must satisfactorily resolve before an affirmative adjudicative decision can be made.

Each applicant's indebtedness will be reviewed on an individual basis. Court imposed judgments, defaulted student loans, and other delinquent financial obligations imposed by law (e.g., child support payments, Federal, state, or local taxes) are matters of serious concern. *The mandatory disqualification policy applies to those applicants who cannot satisfactorily document their efforts to repay student loans or to pay child support, taxes, or judgments.*

In order to comply with the Fair Credit Reporting Act of 1970, as amended (15 U.S.C. 1681, *et seq.*) the Contractor must carefully adhere to the following guidelines. The Contractor must obtain a credit report for accounts in the applicant/employee's name only. *Do not obtain a credit report for joint accounts* This will be a "personal report for employment purposes."

The Contractor shall provide a written notice/release to the applicant/employee that a credit report may be used for employment purposes. The applicant/employee shall sign and date the notice/release and provide it to the Contractor before the credit report is obtained by the Contractor. The Contractor is not authorized to obtain a credit report prior to receipt of the signed notice/release. This signed notice/release is required in addition to the form DOJ-555, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act. A copy of the signed notice/release shall be submitted to DEA with the DOJ-555.

The Contractor shall not take adverse action against the applicant/employee, based in whole or in part upon the credit report, without first providing the applicant/employee a copy of the credit report and a written description of the applicant/employee's rights as described under Section 1681g of Title 15 U.S.C.

If a potentially disqualifying debt-related issue surfaces that the applicant/employee omitted from the SF-85P, Questionnaire for Public Trust Position or SF-85P-S, Supplemental Questionnaire for Selected Positions, the requested forms should not be submitted to DEA unless the applicant/employee can provide mitigating information that clearly explains the omission and how the issue will be satisfactorily resolved.

**E. ALLEGIANCE TO THE UNITED STATES:**

Evidence of activities developed during the background investigation that would bring the applicant's allegiance to the United States into question, such as:

1. involvement in any act of sabotage, espionage, treason, terrorism, sedition, or other act whose aim is to overthrow the Government of the United States or alter the form of government by unconstitutional means; and/or
2. foreign influence or preference.

**F. PERSONAL CONDUCT:**

Evidence of any of the following activities developed during the background investigation relative to the applicant's conduct and integrity, such as:

1. reliable, unfavorable information provided by associates, employers, coworkers, neighbors, and other acquaintances;
2. infamous, dishonest, immoral, or notoriously disgraceful conduct, habitual use of intoxicants to excess, drug addiction, or sexual perversion. *Sexual behavior is a concern if it involves a criminal offense, indicates a personality disorder or emotional disorder, subjects the applicant to coercion, exploitation, or duress, or reflects lack of judgment or discretion. Sexual orientation or preference may not be used as a basis for, or a disqualifying factor in determining a person's suitability;*
3. illness, including any mental condition, the nature of which in the opinion of competent medical authority may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case;
4. any facts which furnish reason to believe that the applicant may be subjected to coercion, influence, or pressure which may cause him/her to act contrary to the best interest of DEA;
5. association with persons involved in criminal activity;
6. current or recent history of continuing alcohol or prescription abuse;
7. misuse of information technology systems; and/or
8. misconduct or negligence in the workplace.

A determination by DEA that a person is not suitable to perform work under the contract is not a denial, suspension, or revocation of a previously granted security clearance by another agency, nor shall it be interpreted as a direction or recommendation to the Contractor regarding the suitability of an affected individual for employment outside the scope of DEA.

**Exhibit Number 1****ON-SITE CONTRACTOR RESPONSIBILITIES**

The Drug Enforcement Administration (“DEA”) acquires supplies and/or services from government Contractors (hereinafter, “Contractor(s)”) performing under a DEA contract, task order, purchase order, delivery order, blanket purchase agreement (“BPA”), reimbursable agreement (“RA”) and/or other type of contractual agreement (hereinafter, “Contract(s)”). As necessary, the Contractor may hire employees, officers, consultants or subcontractors to perform under the Contract (hereinafter, “Contractor Personnel”). Contractor Personnel, whose primary work location is a DEA office are responsible for maintaining satisfactory standards of competence, conduct, appearance, integrity and ethical conduct and shall be responsible for reporting allegations of misconduct to the Contractor’s Program Manager and the DEA Contracting Officer’s Representative (“COR”)/Task Monitor (“TM”).

**I. CONTRACTOR GENERAL RESPONSIBILITIES**

The Contractor shall inform all Contractor Personnel of their duties, obligations, and responsibilities under the Contract. The Contractor shall obtain and make available upon request by the Contracting Officer, a signed copy certifying that all Contractor Personnel participating in the performance of the Contract, have reviewed and understand and will comply with all of the provisions contained in the On-Site Contractor Responsibilities document.

The Contractor shall report in writing, any violation of the On-Site Contractor Responsibilities document to the DEA COR/TM, who must forward the report to DEA’s Office of Security Programs/Personnel Security Section (“ISR”) within five (5) calendar days after the Contractor’s initial notification to DEA. ISR will then make a suitability determination on the referred individual.

Throughout the life of the Contract and at specified intervals, the Contractor shall submit information detailing all Contractor Personnel supporting DEA efforts in accordance with DEA Provision entitled: **Contractor Personnel Reporting Requirements** (located on the Special Contractor Reporting Requirements page of [www.dea.gov](http://www.dea.gov)).

**II. CONTRACTOR PERSONNEL RESPONSIBILITIES**

By signing this document, Contractor Personnel whose primary work location is a DEA office and are performing work under the Contract agree to comply with the *standards* set forth in this document. These requirements cover conduct on and off duty, unless otherwise noted. The standards include, but are not limited to:

**A. MINIMUM STANDARDS OF CONDUCT IN PERFORMANCE OF DUTIES:****1. Conduct**

- a. Demonstrate good manners and courtesy toward Department of Justice (“DOJ”) employees and contractors, Federal officials and the general public;
- b. Maintain a respectful and helpful attitude during the performance of duties under the Contract;
- c. Execute all proper instructions of the Contractor’s DEA’s Point of Contact Point of Contact or DEA official having oversight responsibility for work under the Contract without delay;
- d. Maintain a neat, well-groomed, and business-like appearance at all times while on official duty. Except when authorized by the COR/TM to use another mode of dress because of the need to perform



a special task or for other circumstance (e.g., placing retired files in boxes), the standard of dress is “business casual” as follows: Male Contractor Personnel shall wear dress shirts and dress slacks (or uniforms when required by the contract). Female Contractor Personnel shall wear conservative dresses, dress slacks or skirts and sweaters or blouses (or uniforms when required by the Contract);

- e. Remain alert at all times while on duty;
- f. Perform assignments in accordance with prescribed laws, regulations and the terms and conditions of the Contract to the best of your ability and in accordance with safe and secure working procedures and practices;
- g. Do not engage or participate in disruptive activities that interfere with the normal and efficient operations of the Government; and
- h. Refrain from any activity that would violate the On-Site Contractor Responsibilities or otherwise adversely affect the reputation of the DEA.

**2. Responsibilities**

- a. Ensure that all financial obligations are met; and
- b. Report on any arrests, detentions, holds for an investigation or for detailed questioning of any person(s) residing in their residence (i.e., family member or significant other). Failure to report any incident to the Contractor’s Program Manager and/or the DEA COR/TM is a violation of the On-Site Contractor Responsibilities document which may lead to removal from the Contract.

**3. Communications**

- a. Do not discuss duty assignment(s) under the Contract, except in an official business capacity with the Contractor’s Point of Contact and fellow Contractor Personnel assigned to the Contract, DEA officials, or other Government officials having an official need-to-know;
- b. Do not disclose any official information, except to DEA or other Government officials having an official need-to-know, nor speak to the press on or off the record, or issue news or press releases without the express permission of the Contracting Officer;
- c. Do not discuss DEA internal matters, policies, grievances, or personalities. Do not discuss financial, personal, or family matters with DEA employees, their family members, or the general public while on duty; and
- d. Do not make statements about fellow Contractor Personnel, DEA employees, DEA officials, their family members, or members of the general public with knowledge of the falseness of the statement or with reckless disregard for the truth.

**4. DEA Property**

- a. Do not use Government telephones, facsimile, or duplicating equipment, except as necessary in the performance of duties under the Contract;
- b. Do not take, remove, possess, or use Government property or the property of others without written authorization;
- c. Do not disturb papers on desks, open desk drawers, cabinets, safes, or enter secure space where access is not authorized; and
- d. Do not use any DEA property, material, or information (e.g., DEA building pass or other credentials; DEA reports and files) associated with the performance of work under the Contract for purposes other than performance of work under the Contract.

**5. Prohibited Activities**

- a. Do not engage in disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting;

- b. Do not gamble, unlawfully bet, or promote gambling on Government property or while performing Government work at the Contractor's site (i.e., office football pools);
- c. Do not possess or consume narcotics, dangerous drugs, marijuana or other controlled substances, except to the extent that the substance is lawfully prescribed by a licensed medical provider;
- d. Do not consume and/or possess alcoholic beverages or other intoxicants while on duty and do not engage in habitual intoxication while off duty;
- e. Do not solicit or accept gifts, favors or bribes in connection with the performance of duties under the Contract. Report all efforts by others who offer such gifts, favors or bribes to the Contractor's Point of Contact and to the COR/TM;
- f. Do not falsify or unlawfully conceal, remove, mutilate, or destroy any official documents or records, or conceal material facts by willful omission from official documents or records;
- g. Do not discriminate or sexually harasses any person during the performance of duties under the Contract;
- h. Do not engage in personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities;
- i. Do not engage in criminal, infamous, dishonest, immoral, or disgraceful conduct;
- j. Do not give false or misleading statements, or conceal facts, in connection with obtaining or retaining employment under or performing duties under the Contract. This includes, but is not limited to, the provision of information during any administrative or criminal investigation or other proceeding, the preparation of travel vouchers, and the preparation of official reports; and
- k. Do not falsify or unlawfully conceal, remove, mutilate, or destroy any official documents or records, or conceal material facts by willful omission from official documents or records.

## **B. SECURITY REQUIREMENTS**

### **1. Personnel Security Requirements**

- a. The Contractor shall immediately inform the COR/TM in writing when a Contractor Personnel or applicant on a DEA Contract has transferred to another contract, resigned, terminated or any other type of action that constitutes a break in the Contractor-employee relationship.
- b. A mandatory periodic reinvestigation will be conducted once every five (5) years if the previous background investigation was based on the SF-85P and SF-85PS, Questionnaires for Public Trust Positions. A mandatory periodic reinvestigation will be conducted once every ten (10) years if the previous background investigation was based on the SF-86, Questionnaire for National Security Positions. Additionally, a reinvestigation will be required for individuals who have not been assigned to a DEA contract for a period of one (1) or more years. The same suitability and security standards that are required for new applicants apply to reinvestigations.
- c. The Contractor has a continuing obligation to notify the COR/TM, in writing, of any change in marital status of a Contractor Personnel. As soon as possible, the Contractor must provide the COR/TM with the following information:
  - i. Married, divorced, or widowed.
  - ii. Date, city, and country of marriage, divorce, or death of spouse.
  - iii. Full name of current or former spouse (if notifying of a marriage, include wife's maiden name and any former married names(s)).
  - iv. New spouse's social security number, date of birth, and place of birth (city, state, and country).
  - v. New spouse's citizenship (include as applicable: alien registration number, date and place of entry into the United States, date and place of naturalization including courthouse and complete address, and citizenship certificate number).

- d. If an applicant was assigned to a DEA contract for a period of at least one (1) year, but less than five (5) years and is being considered for placement on the same or another DEA contract, the Contractor shall submit the following forms to the COR/TM to update the criminal record and credit report queries:
  - i. Contract Personnel's Authorization to Conduct Agency-Specific Record Checks;
  - ii. DOJ-555 Revised Oct. 2008, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act; and
  - iii. Release—Fair Credit Reporting Act Of 1970, as amended; and the information regarding change in marital status, if applicable. With satisfactory results of the updated record queries, the COR/TM will request the ISR to reactivate the individual's access to DEA facilities and information.
  - iv. The same suitability and security standards that are required for new applicants apply to reinvestigations.

## **2. Information Security Requirements**

- a. All work performed under the Contract may require access to one or more of the following categories of protected information: DEA Sensitive, Sensitive but Unclassified, Law Enforcement Sensitive, Secret, Top Secret, Top Secret with SCI Access or the Freedom of Information and Privacy Act. All Contractor Personnel shall comply with all Federal, Department of Justice, and DEA regulations, policies, and guidelines regarding information security, including [DEA's Information Technology \("IT"\) Rules of Behavior](#).
- b. Prior to the commencement of any work for DEA, Contractor Personnel shall complete DEA-487, Reporting Responsibilities/NonDisclosure Agreement. The declaration must be witnessed and may be accepted by a duly authorized DEA representative (generally the COR/TM or a DEA Security Officer).
- c. Unless otherwise expressly stated in the Contract, Contractor Personnel are strictly prohibited from using company or personal computers, thumb drives, storage devices, source media, or other electronic devices to store or process DEA work, data, or other product produced while employed by the DEA. All source materials, information, and resultant work products are the property of DEA and shall not be used by the Contractor for any other purpose. All data received by Contractor Personnel shall be handled, stored, transmitted, reproduced, and destroyed in accordance with DEA procedures. Upon termination or expiration of a contract, all data (documents and other media) and work products shall be relinquished immediately to the COR/TM or designated DEA employee.
- d. Contractor Personnel shall hold all information obtained under a DEA contract in the strictest confidence. All information obtained shall be used only for the purpose of performing the Contract and shall not be divulged nor made known in any manner to any person except as necessary to perform the Contract. The Contractor Personnel shall not divulge, sell, or distribute any information at any point in time, even after termination or expiration of a contract.

Except as specifically authorized in writing by the COR/TM, Contractor Personnel are prohibited from bringing any form of outside computer media into the Government (DEA) facility and introducing it onto Government-owned computers or contractor-supplied computers located in the Government facility.

- e. Except as specifically authorized by the COR/TM, Contractor Personnel are prohibited from removing any documents, records, source media, supplies, or equipment from the Government facility.
- f. Except as specifically authorized by the COR/TM, Contractor Personnel are prohibited from reproducing DEA source media or written products
- g. Contractor shall notify all Contractor Personnel having access to DEA information that such information may be used only for the purpose and to the extent authorized in the Contract, and that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 USC § 641. 18 USC § 641 provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000.00 or imprisoned up to ten (10) years, or both.
- h. Contractor Personnel shall ensure that IT systems are appropriately safeguarded. If new or emerging security threats or hazards are discovered or anticipated by either the Government or the Contractor, or if current security safeguards cease to function, the discoverer shall bring the situation to the attention of the other party immediately.

### 3. Facility Security Requirements

It is expected that all work will be performed at the Government (DEA) site. However, any DEA work that is performed at the Contractor's facility must be protected by an approved security file container that conforms to Federal specifications and bears a "Test Certification Label" on the locking drawer attesting to the security capabilities of the container and lock. Such containers must be labeled "General Services Administration Approved Security Container" on the face of the top drawer.

The Contractor shall be responsible for physically safeguarding all Government (DEA) records in its possession, including records in the possession of the Contractor personnel, from theft, tampering, misuse, etc.

The following requirements ensure Compliance with Homeland Security Presidential Directive-12 ("HSPD-12") and Federal Information Processing Standard Publication 201 ("FIPS 201") entitled "Personal Identification Verification ('PIV') for Federal Employees and Contractors."

- a. Contractor personnel must appear in person at least once before a DEA official who is responsible for checking the identification documents.
- b. For Contractor personnel who report for assignment to a DEA contract under a waiver pending completion of the background investigation, the facility access/building pass shall be re-validated by DEA when the background investigation is completed and favorably adjudicated. If the final adjudication is unfavorable for any reason, facility access/building passes badges issued under a waiver will be suspended or revoked.
- c. The COR/TM is responsible for collecting all DEA-issued property upon the departure of an individual from assignment to the Contract. DEA-issued property includes, but is not limited to: building passes, Identification Badges, credentials, computers, files (paper or electronic media), and office equipment, supplies and accessories.

*Contractor Personnel must present to DEA two types of identification in original form prior to being issued a facility access/building pass. At least one form of identification shall be a valid state or U.S. Government issued picture ID. The other acceptable types of identification are:*

- United States Passport (unexpired or expired)
- Identification Card (issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address)
- United States Social Security Card
- United States Military Card or Draft Record
- United States Coast Guard Merchant Mariner Card
- Certificate of United States Citizenship
- Alien Registration Receipt Card
- Unexpired Temporary Resident Card
- Driver’s License issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
- Voter’s Registration Card
- Birth Certificate (original or certified)
- Military Dependent Identification Card
- Native American Tribal Document
- Certificate of Naturalization
- Unexpired Foreign Passport which contains an I-551 stamp
- Unexpired Employment Authorization Card

**C. PRIVACY**

Contractor Personnel agree that there is no expectation of privacy in any Government (DEA) assigned or controlled work space, including: offices, computers, workstations, closets, or storage facilities. Nor, is there any expectation of privacy in any DEA equipment or other asset or fixture, including, but not limited to: desks, safes, file cabinets or containers of any kind, computers and any storage media, or any such spaces or equipment provided by the Contractor or its personnel for use in DEA facilities or premises. Contractor Personnel shall be placed on notice that any space or equipment may be searched with or without notice to the Contractor and its personnel.

All data located in a DEA computer and/or communication system, including documents, electronic files, emails and recorded voice mail messages are the property of DEA. DEA or its designee may inspect and monitor such data at any time. No individual should have any expectation of privacy in messages, even those messages marked as “private” or other data recorded in DEA's systems. This includes documents or messages that may have been deleted, but not completely removed from the system.

**D. ADMINISTRATIVE INQUIRIES**

DEA is a federal law enforcement agency charged with the enforcement of controlled substances laws and regulations of the United States and bringing to the criminal and civil justice system of the United States, or

any other competent jurisdiction, those organizations and individuals involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States.

To ensure that the public has the highest degree of confidence in the integrity, operations and activities of the DEA, it is essential that the personnel assigned to or employed by Contractors that support DEA conduct themselves appropriately and in accordance with applicable laws and regulations.

All Contractor Personnel assigned to, or otherwise participating in the performance of the Contract, agree to comply with any inspection, investigation, review and /or inquiry of inappropriate conduct and/or allegations of impropriety, whether administrative or criminal in nature, conducted by a duly appointed official of DOJ's Office of the Inspector General, or their designee, DEA's Office of Professional Responsibility, or DEA's Office of Inspections. DEA will advise both the Contractor and Contractor Personnel of the general nature of the inquiry or investigation prior to the commencement of the inquiry.

All Contractor Personnel agree to cooperate fully and to the best of their ability with any such inspections, investigations and/or inquiries. In accordance with federal and state law, Contractor Personnel will respond fully and truthfully to all questioning and provide, as required, sworn statements, declarations, or affirmations as directed, or participate in transcribed interviews. Contractor Personnel shall retain their constitutional protection against compelled self-incrimination at all times. However, Contractor Personnel are required to answer questions under the following conditions:

1. The inquiry being conducted will not subject Contractor Personnel to criminal prosecution;
2. Statements made cannot be used in any criminal prosecution) except in cases where the subject is criminally prosecuted for knowingly and willfully providing false information to investigative personnel).

#### **E. REMOVAL FROM CONTRACT**

At the direction of the Contracting Officer, the Contractor is required to immediately remove any Contractor Personnel from work under the Contract should it be determined by DEA that such a person has been determined to be unsuitable or ineligible to work under the Contract for any of the following reasons: violation of the On-Site Contractor Responsibilities or any performance standard or requirement described in the Contract, disqualification for either suitability or security reasons (including DEA's Drug Use Policy), unfit for the performance of duties when continued work under the Contract may jeopardize, compromise, or disrupt the safety and security of DEA facilities, property, information, and operations, presenting an actual or potential threat of any kind to DEA/DOJ employees, official visitors, or the visiting public; or, whose continued work under the Contract is otherwise contrary to the public interest as determined by the Contracting Officer.

The Contractor and its personnel agree that DEA may immediately and without advance notice, remove a Contractor Personnel from a DEA worksite or released him/her from their contractual duties for failing or refusing to perform any duty under the Contract or failing to cooperate fully with any inquiry pertaining to the Contract. In addition, DEA reserves the right to take any and all relief appropriate under the circumstances. In the event that any such action is taken, neither the Contractor nor its personnel are entitled to be informed of the basis for the action. Such notice is within the sole discretion of DEA. In these instances, neither the Contractor nor its personnel will be entitled to any compensation for DEA's actions. Any costs incurred by the Contractor for removal of a Contractor Personnel from work under the Contract and any costs incurred in the replacement, including, but limited to, costs for recruiting, training, certifying, clearing, and otherwise qualifying replacement personnel, travel, or litigation are not reimbursable to the Contractor.

The Contracting Officer will notify the Contractor orally or in writing of the need to remove or the removal of any person from performance of work under the Contract. Oral notification will be confirmed in writing by the Contracting Officer. Removals may be effective for a temporary period or permanently, as directed by the Contracting Officer. **The Contracting Officer's determination to permanently remove a person from work under the Contract will be final.** If the Contractor is notified that a Contractor Personnel's access to DEA has been revoked or suspended, the Contractor must remove the Contractor Personnel immediately from further performance of services for DEA.

*A determination by DEA that a person is not suitable or eligible to perform work under the Contract is not a denial, suspension, or revocation of a previously granted security clearance by another agency, nor shall it be interpreted as a direction or recommendation to the Contractor regarding the suitability or eligibility of the affected individual for employment outside the scope of DEA.*

I, \_\_\_\_\_ (Contractor Personnel Printed Name) have read and understood the requirements of the above-listed On-Site Contractor Responsibilities and all the documents attached or referenced herein.

\_\_\_\_\_  
Contractor Personnel Signature/Date

SECTION 6

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

None.



## SECTION 7 INSTRUCTIONS TO OFFEROR

- (a) Based on the Statement of Work (SOW) at Section 3, and this solicitation, the Offeror shall propose a unit rate and extended total for each contract line item number (CLIN) in Section 2 for all years of the anticipated contract including the Base Year and each successive year, plus the sum total for all five years.
- (b) The Government will not pay any cost incurred in the preparation and submission of any proposals.
- (c) *OFFER ACCEPTANCE PERIOD* – The Offeror shall provide an acceptance period of not less than 60 calendar days.
- (d) *QUESTIONS / COMMUNICATIONS* – All communications concerning the solicitation, including any of a technical nature, shall be made through Nancy Costello, Contract Support Specialist, at [nancy.a.costello@usdoj.gov](mailto:nancy.a.costello@usdoj.gov) and received **on or before 5:00 PM (ET) 09/29/20**. All questions and answers will be provided to Offerors as an amendment to the solicitation prior to the proposal due date.
- (e) *TIME, DATE, AND PLACE FOR SUBMISSION OF PROPOSAL* - Proposal shall be in a Microsoft Office compatible format and delivered electronically by email to \_\_\_\_\_ [Nancy.A.Costello@usdoj.gov](mailto:Nancy.A.Costello@usdoj.gov) **on or before 5:00 PM (ET) 10/20/20**.
- (f) The proposal shall conform to provisions and clauses included in this solicitation, Section 4. To aid its evaluation, the proposal shall be clearly and concisely written as well as being neat, indexed, and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the Offeror, the date, and RFP number.
- (g) The proposal shall be specific, convincing and complete in every detail. The proposal shall be practical, straightforward with concise delineation of what it is the Offeror will do to satisfy the requirements of the Statement of Work (SOW), Section 3.
- (h) The proposal shall not merely offer to perform work in accordance with the scope of the work. It shall outline the actual work proposed as specifically as practical. The Statement of Work reflects the objectives of the program, therefore merely stating or affirming that the Offeror will execute the performance requirements without sufficient elaboration will not be acceptable.
- (i) The proposal shall be typed, single spaced, with one inch margins, using Time New Roman font, 12 pitch type (Or Equivalent) and unreduced in size, to fit on 8 ½” by 11” paper, **not exceeding 30 pages for the Technical Proposal (Volume I)**. The first **30 pages** of the Technical Proposal, in book order, will be evaluated; pages in excess of this **limit will not be considered**. Title page and table of contents will not be counted in the page count limitation. The Business Proposal (Volume II) does not have a page limitation.
- (j) The Offeror shall submit one proposal divided into two Volumes. Evaluation of the Technical Proposal -Volume I will be accomplished separately from evaluation of the Business Proposal -Volume II. The Proposal shall be organized as follows:

A. TECHNICAL PROPOSAL (VOLUME I):

Factor 1 –Technical Approach and Experience  
Factor 2 –Past Performance

B. BUSINESS PROPOSAL (VOLUME II)

**A. VOLUME I—TECHNICAL PROPOSAL**

**Factor 1 –Technical Approach and Experience**

The Offeror shall:

1. Propose a technology or methodology to meet the stated objectives of the Statement of Work to demonstrate technical understanding.
2. Provide at least two (2) examples of its experience (its own experience, not the experience of any proposed subcontractors or their teaming partners) with actual results in providing prescription, pharmacy, and prescriber information, and anticipating and/or mitigating risks.
3. Provide a maintenance plan for how the software licenses will be implemented and managed, to include virtual and in-person help and training support.

**Factor 2 - Past Performance**

The Offeror shall provide a self-assessment of its own past performance and specifically address its resilience in the face of trouble, resourcefulness, and management determination to see that the organization lived up to commitments or standards.

The Offeror shall submit a list of up to three (3) contracts of similar size, scope, and complexity completed or ongoing for which the Offeror was/is the prime contractor during the past three (3) years. Contracts listed may include those entered into by the Federal Government, agencies of state and local Governments, and commercial customers. Include the following information for each contract listed:

- a. Name, address, and telephone number of each contracting organization/customer, plus the name, email address and telephone number of the Project Officer and Contracting Officer;
- b. Contract number, type of contract, and total contract dollar value;
- c. Period of performance including the original planned completion date and actual completion date with an explanation for any variance;
- d. Discussion of the similarities and differences between this proposed effort and the specifications of the listed contract; and
- e. A brief description of the expectations and scope of each of the listed contracts.

**B. VOLUME II—BUSINESS PROPOSAL**

The Offeror shall provide the following business information with their Business

Proposal:

- Company Name, Address, Point of Contact, email address
- DUNS number
- CAGE CODE number
- GSA Schedule Contract Number, if any
- Special Item Number (SIN), if applicable
- NAICS Code
- Business Size
- RFP Amendment acknowledgements
- Price. The Offeror shall propose a unit rate and extended total for each contract line item number (CLIN) in Section 2 for all years of the anticipated contract including the Base Year and each successive year, plus the sum total for all five years. .
- Any changes or updates to the representations and certifications on file in the System for Award Management as required by paragraph (b) of Federal Acquisition Regulation provision 52.212-3 Contractor Representations and Certifications – Commercial Items.
- Completion of DEA-2852.209-70 – Organizational Conflicts of Interest – The Offeror shall refer to clause DEA-2852.209-70 Organizational Conflicts of Interest (MAY 2012) located in Section 4. Furthermore, the Offeror shall include a section in its price proposal (Volume II) to warrant that to the best of its knowledge and belief, there are no relevant facts or circumstances that would give rise to an organizational conflict of interest as described in FAR Subpart 9.5, and the Offeror has disclosed all such relevant information. In the event that an actual, potential, or apparent organizational conflict of interest is discovered prior to award, the Offeror shall make full disclosure of the particular facts and circumstances to the Government’s Contracting Officer in writing. This disclosure shall include a description of the actions that the Offeror has taken, or proposes to take in order to avoid, mitigate, or neutralize the risk to the Government.
- Completion of DEA-2852.242-74 – Contract Administration Points of Contact.
- Certification of Teaming Arrangements and/or Subcontracting Information.
- DEA-2852.203-70 Former Employment or Assignment with DEA – DEA Contractor Ethics Questionnaire.

**SECTION 8  
EVALUATION AND BASIS FOR AWARD**

- (a) The Government intends to award a single firm fixed price contract, or no award at all, as a result of this solicitation.
- (b) The Government intends to make award based on initial proposal submissions, without discussions, but retains the right to hold discussions if needed.
- (c) The Technical Evaluation will result in adjectival ratings of “High,” “Medium,” or “Low” Confidence. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror will not be evaluated favorably or unfavorably on past performance and will receive a rating of “Neutral.”
- (d) Price will be evaluated for reasonableness; price will not receive an adjectival rating. The Government will evaluate cost/price for the base period, each successive option year, and overall based on price reasonableness.
- (e) Factors/subfactors are in descending order of importance. All evaluation factors other than cost/price, when combined, are significantly more important than cost or price. As technical differences narrow between offers, cost/price will become more important. If there are no significant technical differences between offers, cost/price alone may be the determining factor for source selection.
- (f) This is a Best Value procurement using the Trade-Off Process. The Government may or may not award to the lowest priced or highest technically rated Offer. Award will be based on the best value overall to the Government.
- (g) Evaluation shall be as follows:

A. TECHNICAL PROPOSAL (VOLUME I):

Factor 1 –Technical Approach and Experience  
Factor 2 –Past Performance

B. BUSINESS PROPOSAL (VOLUME II)

**A. VOLUME I—TECHNICAL PROPOSAL**

**Factor 1 –Technical Approach and Experience**

The Government will assess its level of confidence that the prime contractor will successfully perform the requirements based on its proposed technical approach and corporate experience, considering matters such as:

1. Degree to which the proposed technology or methodology meets the stated objectives of the SOW.

2. Demonstrated experience in managing similar projects that meet project objectives, within budget and on schedule.
3. Degree to which the Offeror has identified high-risk challenges and presented reasonable mitigation strategies.
4. Clarity, completeness, and appropriateness of the software license maintenance plan.

## **Factor 2 –Past Performance**

The Government will evaluate Contractors past performance on contracts of similar size, scope, and complexity within the last three years based on information obtained from references provided by the Vendor and any information the Government obtains through reference checks, its own knowledge/experience, and/or from other sources (i.e. Contracting Offices and Contractor Performance Assessment Reporting Systems (CPARS)).

## **B. VOLUME II—BUSINESS PROPOSAL**

The Government will evaluate the Business Proposal. Specifically, the Government will ensure that all required information is provided pursuant to the solicitation instructions including, but not limited to, completion of DEA-2852.209-70 – Organizational Conflicts of Interest located in Section 4. The Government will evaluate any disclosure/description of the actions that the Offeror has taken, or proposes to take in order to avoid, mitigate, or neutralize the risk to the Government. The Government will ensure completion of DEA-2852.242-74 – Contract Administration Points of Contact; Certification of Teaming Arrangements and/or Subcontracting Information, if any; and completion of DEA-2852.203-70 Former Employment or Assignment with DEA – DEA Contractor Ethics Questionnaire.

## **PRICE**

The Government will evaluate cost/price using proposal analysis techniques prescribed by FAR Part 15.4 to include, but not limited to, comparison to the Independent Government Cost Estimate (IGCE), consideration of price reasonableness.

## **BASIS FOR AWARD**

All timely proposals received pursuant to the solicitation and compliant with proposal instructions will be fully evaluated. The Government will make award to the responsible Offeror whose proposal is the best value to the Government. Best value will be determined using a cost-technical tradeoff process. The Government will evaluate proposals based upon technical factors described in Section 8 of the RFP. Prior to being evaluated in terms of the technical factors, the proposal must comply with instructions specified in the solicitation. The Offeror’s proposed price will be considered independently of the technical factors.

All evaluation factors other than price, when combined, are significantly more important than price. As technical differences narrow among offerors, price will become more important. If there are no significant technical differences between offerors, price may be the determining factor for source selection. The Government may or may not award to the lowest priced Offeror or highest technically rated Offeror.

**DETERMINATION OF CONTRACTOR RESPONSIBILITY**

Separate and independent of this evaluation, the Contracting Officer will make a determination of responsibility using the standards listed in FAR 9.104-1. In the event an Offeror is deemed not responsible, that Offeror will be notified and removed from participation in this procurement.