

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER D-21-A-0003		PAGE 1 OF 8			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 09/27/2021		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
<b>7. FOR SOLICITATION INFORMATION CALL:</b>				a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE / LOCAL TIME	
9. ISSUED BY DEA Attn: Office of Acq & Relo Mgmt (FA) 8701 Morrisette Drive Springfield, VA 22152-1080				CODE 15DDHQ		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO DEA Attn: Office of the Administrator (A) 8701 Morrisette Drive Springfield, VA 22152-1080				CODE 15DDAA		16. ADMINISTERED BY DEA Attn: Office of Acq & Relo Mgmt (FA) 8701 Morrisette Drive Springfield, VA 22152-1080			
17a. CONTRACTOR/OFFEROR WILMER CUTLER PICKERING HALE AND DORR LLP Doing Business As: WILMERHALE 1875 PENNSYLVANIA AVE NW WASHINGTON, DC 20006-3642 DUNS: 071715981 TELEPHONE NO.		CODE 041409810		FACILITY CODE 071715981		18a. PAYMENT WILL BE MADE BY DEA Attn: Office of the Administrator (A) Invoice.Administrator@usdoj.gov Springfield, VA 22152			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				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 Firm Fixed Price / Time & Materials Purchase Order. The vendor's proposal dated 9/27/2021 is hereby incorporated by reference.  See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA DEA-2021-2021-S1D-A-1100000-FGN-G3-ADM-25105-AD004-1100000-2021						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,425,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						<input checked="" 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 checked="" 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>JEFFREY SAYLOR</b> Digitally signed by JEFFREY SAYLOR Date: 2021.09.27 18:27:47 -04'00'					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED	
					Saylor, Jeffrey D.			09/27/2021	

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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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	Case Assessment & Administration  Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022	(b)(4)			
ITEM NO.	SUPPLIES/SERVICES				
0002	Briefings  Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022				
ITEM NO.	SUPPLIES/SERVICES				
0003	Strategy & Analysis  Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022				
ITEM NO.	SUPPLIES/SERVICES				
0004	Fact Development  Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022				
ITEM NO.	SUPPLIES/SERVICES				
0005	Interviews  Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022	(b)(4)			
ITEM NO.	SUPPLIES/SERVICES				
0006	Presentation with Recommendation and Report  Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022				
ITEM NO.	SUPPLIES/SERVICES				
0007	Consulting Fees  Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022				
ITEM NO.	SUPPLIES/SERVICES				
0008					

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	ODC's Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 09/27/2021 - 03/31/2022	(b)(4)			
ITEM NO.	SUPPLIES/SERVICES				
0009	Case Assessment & Administration Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 04/01/2022 - 09/26/2022				
ITEM NO.	SUPPLIES/SERVICES				
0010	Briefings Firm Fixed Price PSC: R406 <b>Line Period of Performance:</b> 04/01/2022 - 09/26/2022				
ITEM NO.	SUPPLIES/SERVICES				
0011	Strategy & Analysis PSC: R406 <b>Line Period of Performance:</b> 04/01/2022 - 09/26/2022				
ITEM NO.	SUPPLIES/SERVICES				
0012	Fact Development PSC: R406 <b>Line Period of Performance:</b> 04/01/2022 - 09/26/2022				
ITEM NO.	SUPPLIES/SERVICES				
0013	Interviews PSC: R406 <b>Line Period of Performance:</b> 04/01/2022 - 09/26/2022				
ITEM NO.	SUPPLIES/SERVICES				
0014	Presentation with Recommendation and Report PSC: R406 <b>Line Period of Performance:</b> 04/01/2022 - 09/26/2022				
ITEM NO.	SUPPLIES/SERVICES				
0015	Consulting Fees PSC: R406 <b>Line Period of Performance:</b> 04/01/2022 - 09/26/2022				
ITEM NO.	SUPPLIES/SERVICES				
0016	Costs PSC: R406				

Line Period of Performance: 04/01/2022 - 09/26/2022

TOTAL \$1,425,000.00

**FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$1,425,000.00	DEA-2021-2021-S1D-A-1100000-FGN-G3-ADM-25105-AD004-1100000-2021
TOTAL: \$1,425,000.00			

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

**OFFICE OF THE ADMINISTRATOR**

**Statement of Objectives**

**1.0 Purpose**

The Drug Enforcement Administration (DEA), Office of the Administrator, requires specialized support services to conduct a comprehensive review of DEA's international operations and the agency's support for those operations from DEA Headquarters to assure maximum effectiveness and full compliance with all applicable rules, regulations, and internal controls. The Contractor Team will develop a series of actionable recommendations for potential reform or improvements upon completion of that review including the headquarters elements that support DEA's international operations. The Contractor Team shall possess demonstrable global expertise and experience in conducting internal reviews relating to the Department of Justice (DOJ) and other governmental agencies/programs, both domestic and foreign, and extensive experience with international narcotics enforcement. The services required for this comprehensive review must be expeditiously accomplished to support DEA's rapidly evolving mission goals. The Contractor Team shall be fully assembled and operationally prepared to initiate their reviews immediately subsequent to contract award.

**2.0 Background**

The mission of the DEA is to enforce the controlled substances laws and regulations of the United States; to bring to the criminal and civil justice system those organizations and individuals involved in the growing, manufacture, or distribution of controlled substances destined for or appearing in illicit traffic in the United States; and to recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

The threat of illicit foreign drugs to the health and safety of our citizens has never been greater. DEA has been in existence for almost fifty years, and began operating internationally soon after its creation. DEA's international efforts (operations, intelligence, and diversion control) are critical to the success of its mission. Much has changed in the world over the last fifty years, and a comprehensive review of DEA's international operations is needed to ensure maximum effectiveness and accountability in today's world. Global threats, including international cartels, narco-terrorist violence, and precursor chemicals flowing from other countries, are endangering the health and safety of the American public. Currently, DEA has ninety-one foreign field offices in sixty-nine countries across seven foreign regions. These offices have seen the exponential increase of foreign-sourced drugs such as fentanyl, and their resultant danger to the Government and People of the United States.

This comprehensive review will be conducted both at a macro level (overall high-level assessment) and at the operational component level to provide the Administrator and DEA senior leadership with an assessment of DEA's current international operational capacity, and identify areas for improvement to ensure DEA's international operations are impactful and effective, with the appropriate structures, procedures, and controls to ensure integrity and accountability.

### **3.0 Scope**

The scope of this requirement encompasses the following:

- Conduct an internal review of current DEA international operations through:
  - Interviews of current DEA executives and employees;
  - Review of DEA foreign field office placement, staffing, and resources, including support provided by DEA Headquarters to foreign offices ; and
  - Review of existing policies/directives, and current compliance and performance measures.
- During the internal review phase, examine aspects of DEA international operations, including but not limited to:
  - DEA international operations processes;
  - DEA budget requirements for foreign regions and individual DEA Country Offices to include comparisons of administrative vs operational expenditures and the multiple accounts utilized;
  - How DEA's foreign staffing resource quantities, categories (e.g. intelligence analysts, agents), and deployments are determined;
  - Foreign Permanent Change of Station (PCS) process administered by DEA Headquarters to include efficacy of the foreign language training program currently utilized; and
  - Other foreign liaison and enforcement matters as identified by DEA.
- Provide DEA Executives periodic briefings during the review period.
- Produce a detailed final report to document internal review results and provide a series of actionable recommendations.

### **4.0 Desired Outcome and Performance Objectives**

The team must be assembled, in position to begin work immediately, conduct a thorough review, and provide tailored recommendations regarding DEA policy, programs, systems, and operations. This work shall be performed on-site at the DEA Headquarters office in Arlington, Virginia, or other locations within the Washington, DC, metropolitan area as necessitated by COVID 19 restrictions. Additional locations will be designated by the Office of the Administrator if deemed necessary for successful project completion.

The Contractor's proposal (to include a Performance Work Statement) shall provide DEA with specific services and solutions to fulfill the Performance Objectives listed below. The

contractor's proposal shall include: (1) A thorough description of the contractor's corporate experience tailored to the Purpose and Scope of this Statement of Objectives (SOO), and (2) proposed quality controls and performance measures the contractor will employ in its approach to supporting these requirements.

The Final Report shall initially be delivered as a Draft, which will be reviewed and approved by DEA prior to becoming a final deliverable.

#### 4.1 Performance Objective 1:

Perform a comprehensive review of DEA international operations to evaluate the effectiveness of DEA's international operations and areas for improvement of this vital work, DEA's existing relationships with its foreign counterparts, and its current administrative processes that support international operations.. This review will include but not be limited to: (1) DEA's existing policies and structure for its international operations; (2) foreign office deployments; (3) assessments of risk and risk mitigation; (4) DEA payments to individuals and organizations; (5) Headquarters oversight of DEA's international operations; and (6) DEA metrics for accountability and oversight of all aspects of international operations, including: payments to, and registration of, foreign counterparts.

#### 4.2 Performance Objective 2:

Provide ongoing subject matter expertise to the Office of the Administrator in the following areas, at a minimum:

- U.S. funding for foreign law enforcement agencies;
- How deployments of both personnel and resources to foreign countries are determined and structured;
- Review of headquarters support elements that are responsible for supporting, processing, transferring, training, and funding employees who are selected to serve in a foreign office;
- Review the processes and methods DEA uses to determine whether and how DEA funds international operations and partners;
- Review current DEA foreign law enforcement policies and processes.

#### 4.3 Performance Objective 3:

Produce a Final Report which shall contain the following sections at a minimum:

- (1) Executive Summary
- (2) Introduction
- (3) Methodology
- (4) Findings
- (5) Recommendations and Conclusions

#### 4.4 Performance Objective 4:



The Contractor shall provide Executive Briefings to the DEA Administrator and other designated DEA executives at least monthly and as required. All Executive Briefings shall be conducted in the Washington, DC, metropolitan area.

**5. Man Hours/Labor Categories**

Table 1 Minimum Level of Effort (Total LOE)

Labor Category	Estimated Hours by LCAT	
	Base	OY1
Senior Program Manager	165	
Program Manager	170	
Associate	295	
Associate	480	
Associate	550	
<b>Total Estimated Labor Hours</b>	<b>1660</b>	

**6.0 Place of Performance**

All work is to be primarily performed at the contractor's facility. Any travel requests must be pre-approved by the Office of the Administrator.

**7.0 Period of Performance**

The period of performance for this contract is six months from the effective date of contract award. An additional six month option period may be exercised at the discretion of the Government.

**8.0 Constraints**

- a. Future budgets and funding are unknown and may impact the successful continuation of this effort via exercise of optional periods of performance.
- b. Given the current environment occasioned by the COVID-19 pandemic, workspace arrangements (government site or contractor site) are unknown at this juncture. The contractor’s proposal shall provide both DEA and contractor worksite options as part of its solution.
- c. All contractor personnel shall successfully complete DEA security clearance requirements prior working on this contract.

## 9.0 Deliverables

Description of Deliverable(s)	Schedule/Milestone	Delivery Method
<p>The Contractor shall provide a formal Monthly Status Briefing (MSB) to the Administrator, COR, and any other DEA personnel as designated by the Administrator. The MSB shall incorporate/provide metrics sufficient in detail (i.e., spreadsheets) to permit an objective assessment of the Contractor’s performance relative to all performance objectives including work accomplished, schedules, and expenditures for each. The MSB shall be accompanied by the monthly invoice. The MSB shall include, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>• A section for technical tasks detailing work accomplished for each Performance Objective documented under Section 4 of this SOO.</li> <li>• Discussion (if appropriate) of events or circumstances that may impact the Contractor’s ability to meet contractual obligations.</li> <li>• If applicable for the reporting period, a description of problems encountered (if any). <ul style="list-style-type: none"> <li>○ This section shall also contain a detailed description of how those problems have been, or will be resolved.</li> </ul> </li> </ul>	<p>The MSB shall be due not later than COB of the 10<sup>th</sup> of the month immediately following the reporting period,</p>	<p>Presented on-site at DEA HQ or via WebEx meeting</p>
<p>Written Report (Draft and Final)</p>	<p>Unless directed otherwise, produce a draft of the final report no later than 160 calendar days after project kick-off. Final Report NLT than 15 business days after receipt of DEA comments on Draft Report.</p>	<p>Electronic</p>

## **10.0 Security**

“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 “High” 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 CLAUSE MATRIX – COMMERCIAL ITEMS**  
**Updated through FAC 2021-07**

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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.**

- |                                     |                                |  |
|-------------------------------------|--------------------------------|--|
| <input type="checkbox"/>            | <a href="#">52.203-16</a>      | PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)   |
| <input checked="" type="checkbox"/> | <a href="#">52.203-17</a>      | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)  |
| <input type="checkbox"/>            | <a href="#">52.204-4</a>       | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)  |
| <input type="checkbox"/>            | <a href="#">52.204-9</a>       | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)  |
| <input checked="" type="checkbox"/> | <a href="#">52.204-12</a>      | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)  |
| <input checked="" type="checkbox"/> | <a href="#">52.204-13</a>      | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)   |
| <input checked="" type="checkbox"/> | <a href="#">52.204-18</a>      | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)   |
| <input checked="" type="checkbox"/> | <a href="#">52.204-19</a>      | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)  |
| <input type="checkbox"/>            | <a href="#">52.204-21</a>      | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)  |
| <input checked="" type="checkbox"/> | <a href="#">52.204-23</a>      | 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) |
| <input checked="" type="checkbox"/> | <a href="#">52.204-25</a>      | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)  |
| <input type="checkbox"/>            | <a href="#">52.207-5</a>       | OPTION TO PURCHASE EQUIPMENT (FEB 1995)  |
| <input checked="" type="checkbox"/> | <a href="#">52.212-4</a>       | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)  |
| <input type="checkbox"/>            | <a href="#">52.212-4 ALT I</a> | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) WITH ALTERNATE I (JAN 2017)  |
| <input checked="" type="checkbox"/> | <a href="#">52.212-5</a>       | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEP 2021)   |

(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 2020) (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.]**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | (1) <a href="#">52.203-6</a> , Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) ( <a href="#">41 U.S.C. 4704</a> and <a href="#">10 U.S.C. 2402</a> ).   |
| <input type="checkbox"/>            | (2) <a href="#">52.203-13</a> , Contractor Code of Business Ethics and Conduct (JUN 2020) (Pub. L. 110-252, Title VI, Chapter 1 ( <a href="#">41 U.S.C. 3509</a> )).  |
| <input type="checkbox"/>            | (3) <a href="#">52.203-15</a> , Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).<br>(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| <input checked="" type="checkbox"/> | (4) <a href="#">52.204-10</a> , Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( <a href="#">31 U.S.C. 6101 note</a> ).  |
| <input type="checkbox"/>            | (5) [Reserved]  |
| <input type="checkbox"/>            | (6) <a href="#">52.204-14</a> , Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).  |
| <input type="checkbox"/>            | (7) <a href="#">52.204-15</a> , 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. (Jun 2020) (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 (Sep 2021) ([15 U.S.C. 657a](#)).
- (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) ([15 U.S.C. 657a](#)).
- (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).
- (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](#).
- (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 (Sep 2021) ([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 (Jun 2020) of [52.219-9](#).
  - (v) Alternate IV (Sep 2021) of [52.219-9](#).
- (18)(i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
  - (ii) Alternate I (Mar 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657 f](#)).
- (22)(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ([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 (Sep 2021) ([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 (Sep 2021) ([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 (Sep 2021) (15 U.S.C. 637(a)(17)).
- (27) [52.222-3](#), Convict Labor (Jun 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 (Jun 2020) ([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 (Jun 2020) ([29 U.S.C. 793](#)).
  - (ii) Alternate I (Jul 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([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 (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
  - (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](#).)

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- (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (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 (May 2020) ([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 (Jun 2020) (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 (Jan 2021) ([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 (Jan 2021) of [52.225-3](#).
- (iii) Alternate II (Jan 2021) of [52.225-3](#).
- (iv) Alternate III (Jan 2021) 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 (Feb 2021) (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) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (58) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- (59) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (63)(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:

- (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (2) [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.*).

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- (3) [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](#)).
- (4) [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.*).
- (5) [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.*).
- (6) [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.*).
- (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([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 (JUN 2020) (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 2020) (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) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (vii) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [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](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)  (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).

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- (xiv) [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](#)).
- (xv) [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](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xiii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) [52.224-3](#), Privacy Training (Jan 2017) (5 U.S.C. 552a).  
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) [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](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [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.**

X     [52.227-14](#) RIGHTS IN DATA—GENERAL (MAY 2014)

**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 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



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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-2852.203-72 WHISTLEBLOWER INFORMATION DISTRIBUTION (OCT 2021) (effective 10/1/2021)**

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required. version includes all of the information in the English language document.

(End of clause)

**DEA-2852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (SEP 2021)**

- (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) 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 (JUL 2021)**

- (a) In accordance with [5 U.S.C. 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
  - Juneteenth
  - Independence Day
  - 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.

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- (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-2852.218-70 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OUTBREAK OR OTHER BIOMEDICAL EMERGENCY OR CATASTROPHE (JUL 2021)**

- (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."
- (d) Additional information and guidance is provided in the notice entitled, "Continuing Contract Performance During a Pandemic Influenza or Other National Emergency," which may be viewed at <https://dojnet.doj.gov/jmd/seps/emergency/pio-plan/contract-performance.pdf>.

(End of clause)

**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.]*

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- 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) (APR 2021)**

(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 #

(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 [https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/SCA\\_Conformance\\_Guide.pdf](https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/SCA_Conformance_Guide.pdf).

(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.

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- (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 2020)**

**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.

**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,

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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 0904](#), 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 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.

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- 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 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

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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.**

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.

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**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).
- 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:



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- (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) [Process Coordinator Office of the Administrator, and Invoice.Administrator@usdoj.gov];
- (2) Nanaesi Amoo & nanaesi.amoo@dea.gov; and
- (3) [Christopher D. Nielsen & christopher.d.nielsen@dea.gov.

(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:

- (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 **[15 days]** 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-2852.242-73 CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2020)**

(a) Pursuant to FAR 1.602-2, the following individual has been designated as the Contracting Officer's Representative (COR) under this contract:

Christopher D. Nielsen)  
Office of the Administrator)  
700 Army Navy Drive Arlington, VA 22202)  
Christopher.d.nielsen@dea.gov & [REDACTED]

(b)(6);  
(b)(7)(C)

(b) The COR has responsibility for performing contract administration, which includes, but is not limited to, the following duties: functioning as the technical liaison with the contractor; monitoring the contractor's performance and progress of the work; receiving, inspecting, and accepting all deliverables or services provided under the contract; and reviewing all invoices/vouchers submitted for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(End of clause)

**DEA CLAUSE MATRIX – COMMERCIAL ITEMS**  
**Updated through FAC 2021-07**

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**DEA-2852.242-80 CONTRACTOR TELEWORK (OCT 2018)**

(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.
- (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

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**Updated through FAC 2021-07**

ORDER #: 15DDHQ21P00001076

**DEA-2852.242-81 CONTRACTOR RECORDS MANAGEMENT REQUIREMENTS (SEP 2020)**

*A. Applicability*

This clause applies to all contractors whose employees create, receive, or maintain federal records as defined below in Section B.

*B. Definitions*

"Federal record," 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. DEA Federal Records include records created, received, or maintained by the contractor its employees, agents, or subcontractors pursuant to this contract; and, deliverables and documentation associated with deliverables. Personal materials are not considered federal records.

*C. Requirements*

1. The contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. Chapters 21, 29, 31, and 33), NARA regulations at 36 C.F.R. Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. § 552a). These policies include the preservation of all DEA records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 C.F.R. § 1222.32, all data created for government use and delivered to, or falling under the legal control of the government are federal records subject to the provisions of 44 U.S.C. Chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. § 552), as amended, and the Privacy Act of 1974 (5 U.S.C. § 552a), as amended, and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 C.F.R. § 1222.32, the contractor shall maintain all DEA records created for DEA use or created in the course of performing this contract and/or delivered to, or under the legal control of the government, and records must be managed in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. DEA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records shall not be destroyed except in accordance with the provisions of the agency records schedules and with concurrence of the DEA Contracting Officer. Records may not be removed from the legal custody of DEA without the written concurrence of the Deputy Assistant Administrator, Office of Acquisition and Relocation Management. Willful and unlawful destruction, damage, or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. In the event that the contractor determines that there has been an unlawful or accidental unauthorized destruction, accidental removal, or alteration of federal records within its control, or within the control of its employees and agents, the contractor shall immediately report the incident to the DEA Contracting Officer of all facts and circumstances related to the discovered destruction or removal. The DEA Contracting Officer must advise DEA's Office of Administration, Freedom of Information and Records Management Section (FSR) of any such incidents and FSR must report promptly to NARA in accordance with 36 C.F.R. § 1230.
5. The contractor shall immediately notify the appropriate DEA Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need to know as described in this contract. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of DEA information, data, documentary material, records, and/or equipment are properly protected. The contractor shall not remove material from DEA facilities or systems, or facilities or systems operated or maintained on the DEA's behalf, without the express written permission of the Deputy Assistant Administrator, Office of Acquisition and Relocation Management. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to DEA's control or the contractor must hold it until otherwise directed. Items returned to DEA shall be hand carried, mailed, emailed, or securely electronically transmitted to the DEA Contracting Officer or address prescribed in this contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The contractor is required to obtain the DEA Contracting Officer's approval prior to engaging in any contractual relationship (sub-contract) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any subcontractor) is required to abide by government and DEA guidance for protecting sensitive, proprietary, classified, and controlled unclassified information. The contractor shall:
  - Incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under DEA awarded contracts, and require written subcontractor acknowledgment of same.
  - Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor
7. The contractor shall only use government-furnished equipment or resources for purposes specifically tied to or authorized by the contract.
8. The contractor shall not create or maintain any records containing any non-public DEA information that are not specifically tied to or authorized by the contract.
9. Notwithstanding the Rights in Data clause of the contract, the contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that is exempt from disclosure by the Freedom of Information Act.

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10. In accordance with the Rights in Data clause of the contract, DEA reserves its rights to data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DEA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take DEA provided records management training. The contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

**D. Flowdown of requirements to subcontractors**

1. The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract/order, and require written subcontractor acknowledgement of the requirements.
2. Violation by any subcontractor of any provision set forth in this clause will be attributed to the contractor.

(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)

**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>.**