

STATEMENT OF WORK

LOS ANGELES FIELD DIVISION

Law Enforcement Tactical Training

Background:

The mission of the Drug Enforcement Administration (DEA), Special Response Team is to provide specialized tactical support for the field divisions. Under the guidance of Office of Training, the Los Angeles Field Division will host enhanced tactical training to benefit the Special Response Team for both the Los Angeles Field Division and Seattle Field Division.

Objectives:

To provide the DEA Special Response Team specialized tactical support a program curriculum to meet the requirement for current tactical Law Enforcement Special Response Teams procedures and combine best practices, techniques, and procedures from real-world experiences.

Scope:

This requirement is to provide enhanced law enforcement training and emergency response technics. The vendor is required to provide a tailored curriculum to satisfy the learning objectives established in this RFQ; 5 day in person course; Four instructors with experience conducting a wide spectrum of operations (direct action, clandestine reconnaissance, training and law enforcement agencies); and Assignment of a Project Manager.

This requirement is for the vendor to create and provide a tailored curriculum that will become the foundation for a comprehensive training strategy that will be continuously monitored, updated, and tested to ensure the program is effective and sustainable. The program curriculum shall meet the requirement described by Drug Enforcement Administration, Office of Training and the Los Angeles Field Division that includes: (1) Specialized tactical entry Close Quarters Clearance (CQC) methods, (2) Hostage and Threat De-Escalation, (3) Active Shooter considerations (4) Team Sized Movement, (5) Breaching methods (6) Low or no light CQC considerations (7) Stairway/Hallway Movement (8) Role-player scenarios (9) Night vision operations in a CQC environment (10) Post-mission After Action Review (AAR) considerations (11) video debriefing; and (12) Standard Operating Procedures (SOPs) review. The vendor shall work closely with the DEA leadership staff to develop proper training schedule and tailoring the program curriculum specific to the requirements of DEA leadership.

Location:

The vendor shall provide training at the DEA Los Angeles Warehouse in Montebello, CA. Other training may be provided at other locations in close vicinity of the DEA Los Angeles Field Division – such as the shooting range.

Period of Performance:

The training is projected: **09/13/2021 – 09/17/2021**. However, shall the dates change, the dates will not pass beyond 09/30/2021. Hours of instruction and Start/End Time: TBD

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

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

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

(End of provision)

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

- 52.204-6** **UNIQUE ENTITY IDENTIFIER (OCT 2016)**
- 52.204-7** **SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**
- 52.204-7 ALT I** **SYSTEM FOR AWARD MANAGEMENT (OCT 2018) WITH ALTERNATE I OCT 2018)**
- 52.204-16** **COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)**
- 52.209-7** **INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**
- 52.209-12** **CERTIFICATION REGARDING TAX MATTERS (OCT 2020)**
- 52.211-6** **BRAND NAME OR EQUAL (AUG 1999)**
- 52.212-1** **INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUN 2020)**
- 52.212-2** **EVALUATION—COMMERCIAL ITEMS (OCT 2014)**
 - (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

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

Technical and past performance, when combined, are *[Contracting Officer state, in accordance with FAR [12.602](#)]*
 - (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
 - (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

- 52.225-7** **WAIVER OF BUY AMERICAN STATUTE FOR CIVIL AIRCRAFT AND RELATED ARTICLES (FEB 2016)**
- DEA-2852.209-75** **NATIONAL SECURITY RISK ASSESSMENT (JUN 2014)**
 - (a) Any offeror responding to this solicitation acknowledges that before acquiring information technology equipment or software, the U.S. Department of Justice and its component entities will assess the supply chain risk of cyber-espionage or sabotage associated with the acquisition of such equipment or software, including any risk associated with such equipment or software being produced, manufactured, or assembled by one or more entities identified as posing a cyber-threat, including but not limited to, those that may be owned, directed, or subsidized by the People's Republic of China.
 - (b) By submitting an offer to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.
 - (c) To assist the Government in assessing whether the acquisition poses a national security risk, offerors are required to complete and submit with its offer or quotation the National Security Acquisition Risk Assessment Questions, which are attached to this solicitation. Offerors must answer all questions completely and accurately to the best of their knowledge and belief. All answers are to be reflective of the parent and subsidiary levels of an organization.

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- (d) Offerors are also required to request, collect, and forward with its offer or quotation completed National Security Acquisition Risk Assessment Questions from all subcontractors that will provide any equipment or software in performance of the contract or order. Offerors are responsible for the thoroughness and completeness of each subcontractor's submission.
- (e) Failure to provide any such requested information may render a proposal unacceptable.
(End of provision)

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OFFERORS – COMPLETE THE REPRESENTATIONS BELOW AND RETURN THEM WITH YOUR OFFER OR QUOTE IF THE VERSIONS OF THESE PROVISIONS IN YOUR ANNUAL REPRESENTATIONS AND CERTIFICATIONS IN THE SYSTEM FOR AWARD MANAGEMENT ARE EARLIER THAN OCT 2020.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2021)

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

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

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

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

**** Paragraph (i) Contracting Officer fill-in information: Paragraph (i)(1): *The end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor are listed by Schedule of Supplies/Services Item Number as follows: [when applicable, enter item numbers with country of origin in parentheses and separated by commas]*

**** Paragraph (k) Contracting Officer fill-in information: select applicable item when an exemption to the Service Contract Labor Standards statute applies.

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

(v) (2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a *reasonable inquiry** for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

* *Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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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"/> | 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) |
| <input type="checkbox"/> | 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) |
| <input type="checkbox"/> | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) |
| <input type="checkbox"/> | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| <input type="checkbox"/> | 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) |
| <input checked="" type="checkbox"/> | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| <input type="checkbox"/> | 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) |
| <input checked="" type="checkbox"/> | 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) |
| <input type="checkbox"/> | 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) |
| <input type="checkbox"/> | 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES, IN ALL SOLICITATIONS AND CONTRACTS (JUL 2018) |
| <input checked="" type="checkbox"/> | 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) |
| <input type="checkbox"/> | 52.207-5 | OPTION TO PURCHASE EQUIPMENT (FEB 1995) |
| <input type="checkbox"/> | 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) |
| <input type="checkbox"/> | 52.212-4 ALT I | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) WITH ALTERNATE I (JAN 2017) |
| <input checked="" type="checkbox"/> | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 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 type="checkbox"/> | (1) | 52.203-6 , Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402). |
| <input type="checkbox"/> | (2) | 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)). |
| <input type="checkbox"/> | (3) | 52.203-15 , Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).
(Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.) |
| <input type="checkbox"/> | (4) | 52.204-10 , Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note). |
| <input type="checkbox"/> | (5) | [Reserved] |
| <input type="checkbox"/> | (6) | 52.204-14 , Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |
| <input type="checkbox"/> | (7) | 52.204-15 , Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C). |

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- (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (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 (Mar 2020) ([15 U.S.C. 657a](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-3](#).
- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar2020) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) ([15 U.S.C. 657a](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-4](#).
- (13) [Reserved]
- (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
 - (ii) Alternate I (Mar 2020).
- (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 (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - (ii) Alternate I (Nov 2016) of [52.219-9](#).
 - (iii) Alternate II (Nov 2016) of [52.219-9](#).
 - (iv) Alternate III (Jun 2020) of [52.219-9](#).
 - (v) Alternate IV (Jun 2020) 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 (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657 f](#)).
- (22)(i) [52.219-28](#), Post Award Small Business Program Rerepresentation (May 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
 - (ii) Alternate I (Mar 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- (27) [52.222-3](#), Convict Labor (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).

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- (ii) [Alternate I](#) (Mar 2015) of [52.222-50](#) (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (41)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O. 13423 and 13514).
 - (ii) Alternate I (Jun 2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (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 (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).
- (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](#).

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(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.*).
- (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](#).

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- (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).
- (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.

The following clauses are also applicable as indicated below.

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

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DEA contracting officer **AND** ethicsFAC@usdoj.gov.

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

(End of clause)

DEA-2852.203-71 REQUIREMENT FOR NOTIFICATION OF CONTRACTOR EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2021)

- (a) This contract/order includes clause [52.203-17](#), *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*. This clause imposes a requirement on the contractor to inform its employees in writing of their whistleblower rights and protections set forth under [41 U.S.C. 4712](#), as described in section [3.908](#) of the Federal Acquisition Regulation, and to include the substance of the clause in all subcontracts exceeding the [simplified acquisition threshold](#). A summary of these rights as well as key information and points of contact for reporting suspected waste, fraud, abuse, misconduct, or whistleblower reprisal is provided in the attached document entitled "*Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Subgrantees or Personal Services Contractors*." This document may be downloaded at <https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>.
- (b) The contractor shall comply with the requirement to inform its employees of their whistleblower rights and protections by distributing a copy of the attached DOJ Whistleblower Information document to each employee or a translated version of the in the principle language of the employee; provided, that the translated version includes all of the information in the English language document.

(End of clause)

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

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

(End of clause)

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

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

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

[End of clause]

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

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

(End of clause)

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.

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(c) The cognizant SBA district office is:

[SBA district office]

[street address]

[city, state and zip code]

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

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

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

(End of clause)

DEA-2852.222-70 APPLICABLE WAGE DETERMINATION (SERVICE CONTRACT LABOR STANDARDS) (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.

(End of clause)

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

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

(End of Clause)

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

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

(End of clause)

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

I. APPLICABILITY TO CONTRACTORS AND SUBCONTRACTORS

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

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

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for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.

- D. **Information System** means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, “processing, storing, or transmitting”) Information.
- E. **Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

III. CONFIDENTIALITY AND NON-DISCLOSURE OF DOJ INFORMATION

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

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

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

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

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

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- J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

V. CLOUD COMPUTING

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

VI. INFORMATION SYSTEM SECURITY BREACH OR INCIDENT

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

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- E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.
- F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.
- G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.
- H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

VII. PERSONALLY IDENTIFIABLE INFORMATION NOTIFICATION REQUIREMENT

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

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

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

(End of Clause)

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

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

- For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html.
- For the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.
- For Windows 7 settings, see: 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

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- (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.
- (f) The Contractor will be provided access to CPARS to review performance assessments. The Contractor shall designate a CPARS point-of-contact for each contract subject to performance assessment reporting. Upon setup of a contract in CPARS, the Contractor's CPARS point-of-contact will receive a system-generated e-mail with information and instructions for using CPARS. Prior to finalizing any contractor performance assessment, the Contractor shall be given 14 calendar days to review the report and submit comments, rebutting statements, or additional information. Disagreements between the Contractor and the Government performance assessment official will be resolved by a Government Reviewing Official, whose decision on the matter will be final.
- (g) The Government will also report in the Federal Awardee Performance and Integrity Information System (FAPIS) module of CPARS information related to:
 - (1) A Contracting Officer's final determination that a contractor has submitted defective cost or pricing data;
 - (2) Any subsequent change to a final determination concerning defective cost or pricing data pursuant to 15.407-1(d);
 - (3) Any issuance of a final termination for default or cause notice; or
 - (4) Any subsequent withdrawal or a conversion of a termination for default to a termination for convenience.

(End of clause)

DEA-2852.242-71 INVOICE REQUIREMENTS (MAY 2012)

- (a) The Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail addresses:
 - (1) [enter Process Coordinator title, organization, and invoicing e-mail address];
 - (2) [enter contract specialist's or purchasing agent's name & e-mail address]; and
 - (3) [enter COR's or Task Monitor's name & e-mail address, if applicable].
- (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 [enter number of 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)

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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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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)

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

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

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>.