

# DRUG ENFORCEMENT ADMINISTRATION



## **Vortex** **Enterprise Data Warehouse (EDW)**

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**RFQ No. 15DDHQ20Q00000057 P00001**

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## SECTION 1 - SOLICITATION/CONTRACT FORM

| ORDER FOR SUPPLIES OR SERVICES   |  |   |  |  |             | PAGE OF PAGES      |                      |                          |
|--|--|---|--|--|-------------|--------------------|----------------------|--------------------------|
| <b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>   |  |   |  |  |             |                    |                      |                          |
| 1. DATE OF ORDER<br>06/30/2020   |  | 2. CONTRACT NUMBER (if any)   |  | 5. SHIP TO:  |             |                    |                      |                          |
| 3. ORDER NUMBER  |  | 4. REQUISITION/REFERENCE NUMBER<br>15DDHQ20Q00000057 P00001                                       |  | a. NAME OF CONSIGNEE<br>Drug Enforcement Administration (DEA)  |             |                    |                      |                          |
| 5. ISSUING OFFICE (Address correspondence to)<br>Drug Enforcement Administration   |  | b. STREET ADDRESS<br>8701 Morrisette Drive  |  | c. CITY<br>Springfield   |             | d. STATE<br>VA     | e. ZIP CODE<br>22152 |                          |
| 7. TO:   |  | f. SHIP VIA<br>email: NITAAC e-GOS  |  | 8. TYPE OF ORDER   |             |                    |                      |                          |
| a. NAME OF CONTRACTOR  |  | b. COMPANY NAME   |  | <input type="checkbox"/> a. PURCHASE<br><input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |             |                    |                      |                          |
| c. STREET ADDRESS  |  | d. CITY   |  | e. STATE   |             | f. ZIP CODE        |                      |                          |
| 9. ACCOUNTING AND APPROPRIATION DATA   |  | 10. REQUISITIONING OFFICE<br>Drug Enforcement Administration (DEA), Financial Management Division |  |  |             |                    |                      |                          |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es))  |  |   |  |  |             |                    | 12. F.O.B. POINT     |                          |
| <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone<br><input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB |  |   |  |  |             |                    |                      |                          |
| 13. PLACE OF   |  | 14. GOVERNMENT BIL NUMBER   |  | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)  |             | 16. DISCOUNT TERMS |                      |                          |
| a. INSPECTION  |  | b. ACCEPTANCE   |  | 06/26/2020   |             |                    |                      |                          |
| 17. SCHEDULE (See reverse for Rejections)  |  |   |  |  |             |                    |                      |                          |
| ITEM NUMBER (a)  | SUPPLIES OR SERVICES (b)   |   |  | QUANTITY ORDERED (c)   | UNIT (d)    | UNIT PRICE (e)     | AMOUNT (f)           | QUANTITY ACCEPTED (g)    |
|  | DEA's Vortex Solicitation. All quotes are due via e-GOS no later than the July 8th 2020 at 10:00AM EST |   |  |  |             |                    |                      |                          |
| SEE BILLING INSTRUCTIONS ON REVERSE  |  | 18. SHIPPING POINT  |  | 19. GROSS SHIPPING WEIGHT  |             | 20. INVOICE NUMBER |                      | 17(h) TOT. (Cont. pages) |
|  |  | 21. MAIL INVOICE TO:  |  |  |             |                    |                      |                          |
|  |  | a. NAME   |  |  |             |                    |                      |                          |
|  |  | b. STREET ADDRESS (or P.O. Box)   |  |  |             |                    |                      |                          |
|  |  | c. CITY   |  | d. STATE   | e. ZIP CODE |                    | \$                   | 17(i) GRAND TOTAL        |
| 22. UNITED STATES OF AMERICA BY (Signature)  |  |   |  | 23. NAME (Typed)   |             |                    |                      |                          |
| AUTHORIZED FOR LOCAL REPRODUCTION<br>PREVIOUS EDITION NOT USABLE   |  |   |  | TITLE: CONTRACTING/ORDERING OFFICER<br>OPTIONAL FORM 347 (REV. 2/2012)<br>Prescribed by GSA/FAR 48 CFR 53.213(f)   |             |                    |                      |                          |

## SECTION 2 – SUPPLIES OR SERVICES AND PRICE

### 2.1 GENERAL

The Drug Enforcement Administration (DEA) Vortex Contract is a Fixed Rate Labor Hour Task Order contract to provide Software Development and Maintenance support to the Office of Information Systems (TC). Services will be provided on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, and profit. This is an 8(a) set aside requirement.

The Contractor shall provide all management, supervision, and labor, necessary to perform on the Task Order.

### 2.2 TYPE OF AGREEMENT

This is a FAR 16.505 Fixed Rate Labor Hour Task Order, placed under the NITAAC CIO-SP3 Small Business GWAC. The contract ceiling value in this single award procurement will be established upon contract award.

### 2.3 TRAVEL PRICING

Contractor personnel are not required to travel to support this requirement.

### 2.4 CONSIDERATION AND PAYMENT

The following represents the price schedules for this contract. The hours listed are the maximum hours to be used.

Table 2.1 – Base Period: 9<sup>th</sup> September, 2020 – 8<sup>th</sup> September, 2021

| CLIN # | Labor Hour Category                      | Maximum Hours | Unit     | Unit Price | Total Price |
|--------|--|---------------|----------|------------|-------------|
| 0001   | Project Manager                          | 480           | Max Hour | \$         | \$          |
| 0002   | Data Architect/Data Steward              | 1,920         | Hour     | \$         | \$          |
| 0003   | IT SME Specialist:<br>Data Warehouse SME | 1920          | Hour     | \$         | \$          |

|      |   |       |      |    |    |
|------|---|-------|------|----|----|
| 0004 | IT SME Specialist:<br>User Interface SME  | 1920  | Hour | \$ | \$ |
| 0005 | IT SME Specialist:<br>AI/ML SME   | 1920  | Hour | \$ | \$ |
| 0006 | EDW Consultant  | 1,920 | Hour | \$ | \$ |
| 0007 | Elastic Consultant  | 1,920 | Hour | \$ | \$ |
| 0008 | IT SME Specialist /<br>Data Scientist (3)   | 5,760 | Hour | \$ | \$ |
| 0009 | SQL Developer Sr (4)  | 7,680 | Hour | \$ | \$ |
| 0010 | SQL Developer Mid   | 1,920 | Hour | \$ | \$ |
| 0011 | Software Consultant   | 7,680 | Hour | \$ | \$ |
| 0012 | Application Systems<br>Analyst  | 5,760 | Hour | \$ | \$ |
| 0013 | Requirements Analyst<br>Tester  | 5,760 | Hour | \$ | \$ |
| 0014 | <b>NCAF (NITAAC<br/>Contract Access Fee)<br/>Total Award Value *<br/>NCAF<br/>Percentage, (.55% (i.e.,<br/>0.0055).</b> |       |      |    | \$ |

Table 2.2 – Option Period 1: 9<sup>th</sup> September, 2021 – 8<sup>th</sup> September, 2022

| CLIN # | Labor Hour Category                      | Maximum<br>Hours | Unit     | Unit Price | Total Price |
|--------|--|------------------|----------|------------|-------------|
| 1001   | Project Manager                          | 480              | Max Hour | \$         | \$          |
| 1002   | Data Architect/Data<br>Steward           | 1,920            | Hour     | \$         | \$          |
| 1003   | IT SME Specialist:<br>Data Warehouse SME | 1920             | Hour     | \$         | \$          |

|      |   |       |      |    |    |
|------|---|-------|------|----|----|
|      |   |       |      |    |    |
| 1004 | IT SME Specialist:<br>User Interface SME  | 1920  | Hour | \$ | \$ |
| 1005 | IT SME Specialist:<br>AI/ML SME   | 1920  | Hour | \$ | \$ |
| 1006 | EDW Consultant  | 1,920 | Hour | \$ | \$ |
| 1007 | Elastic Consultant  | 1,920 | Hour | \$ | \$ |
| 1008 | IT SME Specialist /<br>Data Scientist (3)   | 5,760 | Hour | \$ | \$ |
| 1009 | SQL Developer Sr (4)  | 7,680 | Hour | \$ | \$ |
| 1010 | SQL Developer Mid   | 1,920 | Hour | \$ | \$ |
| 1011 | Software Consultant   | 7,680 | Hour | \$ | \$ |
| 1012 | Application Systems<br>Analyst  | 5,760 | Hour | \$ | \$ |
| 1013 | Requirements Analyst<br>Tester  | 5,760 | Hour | \$ | \$ |
| 1014 | <b>NCAF (NITAAC<br/>Contract Access Fee)<br/>Total Award Value *<br/>NCAF<br/>Percentage, (.55% (i.e.,<br/>0.0055).</b> |       |      |    | \$ |

Table 2.3 – Option Period 2: 9<sup>th</sup> September, 2022 – 8<sup>th</sup> September, 2023

| CLIN # | Labor Hour Category                      | Maximum<br>Hours | Unit     | Unit Price | Total Price |
|--------|--|------------------|----------|------------|-------------|
| 2001   | Project Manager                          | 480              | Max Hour | \$         | \$          |
| 2002   | Data Architect/Data<br>Steward           | 1,920            | Hour     | \$         | \$          |
| 2003   | IT SME Specialist:<br>Data Warehouse SME | 1920             | Hour     | \$         | \$          |

|      |  |       |      |    |    |
|------|--|-------|------|----|----|
|      |  |       |      |    |    |
| 2004 | IT SME Specialist:<br>User Interface SME   | 1920  | Hour | \$ | \$ |
| 2005 | IT SME Specialist:<br>AI/ML SME  | 1920  | Hour | \$ | \$ |
| 2006 | EDW Consultant   | 1,920 | Hour | \$ | \$ |
| 2007 | Elastic Consultant   | 1,920 | Hour | \$ | \$ |
| 2008 | IT SME Specialist /<br>Data Scientist (3)  | 5,760 | Hour | \$ | \$ |
| 2009 | SQL Developer Sr (4)   | 7,680 | Hour | \$ | \$ |
| 2010 | SQL Developer Mid  | 1,920 | Hour | \$ | \$ |
| 2011 | Software Consultant  | 7,680 | Hour | \$ | \$ |
| 2012 | Application Systems<br>Analyst   | 5,760 | Hour | \$ | \$ |
| 2013 | Requirements Analyst<br>Tester   | 5,760 | Hour | \$ | \$ |
| 2014 | <b>NCAF (NITAAC<br/>Contract Access Fee)<br/>Total Award Value *<br/>NCAF<br/>Percentage,(.55% (i.e.,<br/>0.0055).</b> |       |      |    | \$ |

Table 2.4 – Option Period 3: 9<sup>th</sup> September, 2023 – 8<sup>th</sup> September, 2024

| CLIN # | Labor Hour Category            | Maximum<br>Hours | Unit     | Unit Price | Total Price |
|--------|--------------------------------|------------------|----------|------------|-------------|
| 3001   | Project Manager                | 480              | Max Hour | \$         | \$          |
| 3002   | Data Architect/Data<br>Steward | 1,920            | Hour     | \$         | \$          |



|      |   |       |      |    |    |
|------|---|-------|------|----|----|
| 3003 | IT SME Specialist:<br>Data Warehouse SME  | 1920  | Hour | \$ | \$ |
| 3004 | IT SME Specialist:<br>User Interface SME  | 1920  | Hour | \$ | \$ |
| 3005 | IT SME Specialist:<br>AI/ML SME   | 1920  | Hour | \$ | \$ |
| 3006 | EDW Consultant  | 1,920 | Hour | \$ | \$ |
| 3007 | Elastic Consultant  | 1,920 | Hour | \$ | \$ |
| 3008 | IT SME Specialist /<br>Data Scientist (3)   | 5,760 | Hour | \$ | \$ |
| 3009 | SQL Developer Sr (4)  | 7,680 | Hour | \$ | \$ |
| 3010 | SQL Developer Mid   | 1,920 | Hour | \$ | \$ |
| 3011 | Software Consultant   | 7,680 | Hour | \$ | \$ |
| 3012 | Application Systems<br>Analyst  | 5,760 | Hour | \$ | \$ |
| 3013 | Requirements Analyst<br>Tester  | 5,760 | Hour | \$ | \$ |
| 3014 | <b>NCAF (NITAAC<br/>Contract Access Fee)<br/>Total Award Value *<br/>NCAF<br/>Percentage, (.55% (i.e.,<br/>0.0055).</b> |       |      |    | \$ |

Table 2.5 – Option Period 4: 9<sup>th</sup> September, 2024 – 8<sup>th</sup> September, 2025

| CLIN # | Labor Hour Category | Maximum<br>Hours | Unit     | Unit Price | Total Price |
|--------|---------------------|------------------|----------|------------|-------------|
| 4001   | Project Manager     | 480              | Max Hour | \$         | \$          |

|      |  |       |      |    |    |
|------|--|-------|------|----|----|
| 4002 | Data Architect/Data Steward  | 1,920 | Hour | \$ | \$ |
| 4003 | IT SME Specialist:<br>Data Warehouse SME   | 1920  | Hour | \$ | \$ |
| 4004 | IT SME Specialist:<br>User Interface SME   | 1920  | Hour | \$ | \$ |
| 4005 | IT SME Specialist:<br>AI/ML SME  | 1920  | Hour | \$ | \$ |
| 4006 | EDW Consultant   | 1,920 | Hour | \$ | \$ |
| 4007 | Elastic Consultant   | 1,920 | Hour | \$ | \$ |
| 4008 | IT SME Specialist /<br>Data Scientist (3)  | 5,760 | Hour | \$ | \$ |
| 4009 | SQL Developer Sr (4)   | 7,680 | Hour | \$ | \$ |
| 4010 | SQL Developer Mid  | 1,920 | Hour | \$ | \$ |
| 4011 | Software Consultant  | 7,680 | Hour | \$ | \$ |
| 4012 | Application Systems<br>Analyst   | 5,760 | Hour | \$ | \$ |
| 4013 | Requirements Analyst<br>Tester   | 5,760 | Hour | \$ | \$ |
| 4014 | <b>NCAF (NITAAC<br/>Contract Access Fee)<br/>Total Award Value *<br/>NCAF<br/>Percentage,(.55% (i.e.,<br/>0.0055).</b> |       |      |    | \$ |

The Government anticipates incrementally funding the Labor Categories for this contract, where the Maximum hours will not exceed the hours listed on the schedule for the Base Year, and four (4) Option Years.

The ceiling price for all work under this requirements is: **TBD**

**Total Amount of Base plus Four Option Periods: \$ TBD UPON AWARD**

The Government shall not be obligated to pay any amount in excess of this ceiling price unless and until an additional agreement that raises this price has been negotiated and signed by both Parties.

[End of Section 2]

## SECTION 3 – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

### 3.1 INTRODUCTION

The mission of the Drug Enforcement Administration (DEA) is to enforce the controlled substances laws and regulations and to bring to the criminal and civil justice systems those organizations involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States. DEA has a presence in more than 350 domestic offices in 26 divisions within the U.S. and 75 foreign offices. DEA's operation and support activities are distributed across five core business lines that include the following:

- Investigative
- Forensic
- Financial
- Intelligence
- Administration

The core business lines require significant Information Technology (IT) resources to carry out key processes. In support of the DEA mission, these IT services include developing, deploying, and maintaining DEA's mission critical and business applications as well as their supporting infrastructure.

### 3.2 BACKGROUND

The Office of Information Systems (TC) is the major, central source of software development and data management for DEA's mission critical applications. The Software Operations and Data Management Section (TGR) within TC manages the development, maintenance, and major enhancements of applications and DEA's data standardization and warehouse using the agile software methodology. TGR provides supporting estimates and schedules and coordinates resources to successfully complete the project and manage the project scope. TGR ensures communication/use of standard practices of the agile software methodology, software configuration standards, functional testing standards, and data management best practices.

The TC established a de-facto "Concorde" standard in 2010 when DEA's core case management application was developed as the first of the Concorde web applications with single sign on and zero footprint. Over the following couple years, TC established a data warehouse, Enterprise Data Warehouse (EDW) that provides integrated data store for Concorde application data and other DEA applications data as well as enterprise level reports. In addition, a Search application was developed using Concorde standards to provide access to the data that resides inside the EDW as well as other data sources/stores throughout DEA which provides the users a central way to search data.

Concorde is a business-driven IT program providing unified access to, and the sharing of information in accordance with, the DEA mission and the Department of Justice's (DOJ) strategic plan. The concept of the Concorde Program is to eliminate stove-piped systems by integrating business functions and allowing for information sharing across the five main DEA business layers. Concorde's current technical architecture, founded in 2010, is multi-tiered and implements the Model-View-Controller (MVC) architectural pattern using elements of the Microsoft ASP.NET 4.0 MVC framework. Some of the code that implements views is written in JavaScript and specifically the jQuery JavaScript library. Concorde is delivered to and runs within the Internet Explorer 10 browser on the user's workstation. Concorde applications, including Search, other Sensitive but Unclassified (SBU) applications and EDW are hosted on DEA's SBU Firebird network.

As technology advances, DEA applications must maintain pace to leverage faster, more secure technological upgrades. Microsoft has released a substantial update to the .NET technology stack called .NET Core. This update is faster, more secure, and has a smaller footprint. It opens the door for enhanced future integration with both mobile and cloud technologies and provides for better interoperability options for Concorde to communicate with other Law Enforcement software systems. Concorde has begun the rewrite of DEA's primary application to .NET Core. To leverage the upgrades of .NET Core and the .NET standard libraries, all existing Concorde applications, including Search 2.0, will require the modernization effort.

Integral to the architecture of the EDW, is DEA's adoption of dimensional modeling to provide a standard, intuitive framework that allows for high performance access, using Fact and Dimension tables. The DEA EDW is based upon a Kimball data warehouse strategy. The EDW team is responsible for ingesting hundreds of new tables each year for reporting purposes and is currently over 11TB warehouse. Key to this dimensional analysis and data modeling is ensuring that data is not duplicated in the various content areas of the EDW.

The EDW team follows the Agile Scrum methodology to maintain the databases and generate scripts to load and retrieve data content. EDW support incorporates both data warehouse maintenance, reporting services, and data lakes as needed.

Since December of 2015, Concorde Search has evolved from Solr to SolrCloud as an augmentation to the core structure to an architecture where Elasticsearch is now a core technology. Elasticsearch is now in production with approximately 10 servers dedicated to this search functionality. Elastic Search production was released on April 2018, and is currently used for search capabilities of over one billion records of information that provide blended search results from more than seven core content areas. These complex search indexes must be maintained and kept current at both the Sterling Park Technology Park (SPTC) facility and remotely at the DEA Alternate Computing Facility (ACF) currently located in West Virginia and in Dallas, TX or another location in the future.

Additionally, to support DEA mission from an investigative, intelligence, and management reporting, TGR is looking into advancing our data analytics platform past our current canned SQL Server Reporting Service (SSRS) reports. In October 2018, TGR rolled out PowerBI on the desktop and server for DEA users to use for self-analysis as they needed to while we have

created additional interactive PowerBI reports for consumption by all levels of the organization while reading data directly from EDW. Also, DEA is pushing forward to utilize capabilities that come with Elastic Search X-Pack software as well as integration into IBM's I2 software and possibly other analytical tools as we determine additional needs.

Regardless of effort, development teams follow the Agile Software Development Methodology to build and deliver high quality software. Currently, Agile SCRUM teams develop new Concorde functionality, and provide operations and maintenance support to existing Concorde Search application and EDW databases. As technology advances, DEA applications must maintain pace to leverage faster, more secure technological upgrades.

### 3.3 OBJECTIVE

The objective of this effort is to continue to develop and deliver quality data management, reporting / dashboards and search / analytic application/functionality in the Concorde framework, provide operations and maintenance support to existing databases and application, increase efficiencies across teams regarding data management, and expedite the delivery of search and analytical capabilities. Acceptable quality will be identified once databases, search and analytical tools are tested by developers, independently unit tested by a contractor tester or business analyst, and tested and approved by the Government Product Owner. Additional acceptance will be conducted after demonstrations to the customer, if applicable, and further deployed to a beta environment. Upon successful testing, these capabilities will be deployed into a production environment.

The EDW support will include both data warehouse maintenance, reporting services, and data lakes, as necessary. The EDW contains consolidated data from internal and external sources. Some data is stored in a Kimball-style data warehouse with dimension and fact tables while others are maintained in SQL databases for specific reporting needs. It is used as the primary source of all DEA enterprise reporting as well as data sharing platform internally and externally for the agency.

The EDW team follows the Agile Scrum methodology to maintain the databases and generate scripts to load and retrieve data content. EDW support incorporates both data warehouse maintenance, enterprise reporting services via PowerBI, SSRS reporting, and other reporting / analytical tools as determined by the government and continues to add business intelligence capabilities to support customer data self-service efforts via PowerBI.

In April of 2018, Concorde deployed the first phase to modernize search capabilities from SolrCloud to ElasticSearch with a newly envisioned user interface and a new data ingest method. ElasticSearch is now providing search to the core Concorde areas and continues to move forward for a full replacement of the legacy Search and adding searching capabilities for other DEA data sets. Search is adding business intelligence and analytical capabilities to support intelligence and enforcement efforts for DEA.

The Contractor shall maintain, enhance, and design the Elastic Search application by providing search capabilities that blend search results from multiple sources, API capabilities for external

applications and business intelligence capabilities via custom development, XPack (Kibana, Graph, etc.) and possible other Custom Off The Shelf (COTS) products. These complex search indexes must be maintained and kept current at both the Sterling Park Technology Park facility and remotely at the DEA Alternate Computing Facility (ACF) currently located in West Virginia and in Dallas, TX or another location in the future.

If, at the discretion of the Government, a different search engine/functionality is deemed more advantageous, the Contractor would provide the same level of support as defined for Elastic Search.

The Contractor shall provide development teams that will focus on EDW efforts and separate Search / analytical team(s) to maintain and enhance the current system while create, developing a larger analytical platform for DEA. Tasks and enhancements to EDW, Search and analytical tools are governed by a government lead, Product Owner.

### 3.4 SCOPE OF WORK

The Contractor shall utilize the Agile Scrum or Kanban software methodology adopted by DEA TC for new development and O&M support of all applications. The Contractor shall perform all application software development utilizing the provided tools and hardware/software version(s) currently in use by the DEA. It should be noted that DEA TGR EDW team currently operates as Kanban and the TGR Search team currently operates via monthly Sprints but is not opposed to changing Sprint durations, where feasible. Tasks listed in Section C.5 are based on monthly Sprints.

When legacy applications are retired, the DEA will notify the Contractor to take the appropriate steps to retire applications and either purge databases or provide final data backups to DEA's EDW for historical or reference purposes.

All personnel must possess a secret security clearance required to view and discuss classified data in the development, enhancement and O&M support of classified tasks, as they are prioritized for TGR teams. These tasks include data and analytical support towards DEA HVA (High Value Assets), investigations, programs, and operations worldwide that operate at the classified level. To include classified collaboration efforts of mutual interest with partner government agencies.

The scope of this contract encompasses the following specific areas:

#### 3.4.1 EDW, Search and Analytical Development Support

##### 3.4.1.1 EDW Development and Support

In support of the DEA SQL Server 2012 or upgraded version, based EDW, the contractor shall follow Agile Scrum methodology to develop scripts to load and retrieve data content, perform database support and maintenance activities, conduct performance tuning and database design, dimensional analysis, modeling, and supporting and maintaining the data in all environments, to

include the data lake and potentially providing a logical warehouse. The Contractor shall also maintain and add to an extensive set of SQL Server Integration Service (SSIS) packages for Extract, Transform, and Load (ETL) data manipulation. Additionally, the Contractor shall provide support and assist in establishing database standards and best practices for Concorde.

The Contractor shall maintain, enhance, and create enterprise and application level reports using SQL Server Report Service (SSRS), PowerBI and other Business Intelligence (BI) tools. The EDW team will leverage SQL Server Analysis Services (SSAS) for performance purposes. Additionally, the Contractor shall support the review of database systems from Concorde and non- Concorde applications in other DEA offices. The size of this team will be approximately 8-10 developers.

When legacy applications are retired, the DEA will notify the Contractor to take the appropriate steps to either purge databases or provide final data backups to the DEA's EDW for historical or reference purposes.

#### 3.4.1.2 Search and Analytical Development and Support

The DEA requires the Contractor to provide continued software development, enhancement, and maintenance support of Concorde Search application.

The Contractor shall continue to ingest datasets that remain available via the older SolrCloud Search interface and ingest new datasets as directed. The Contractor shall expand Elastic Search-based data aggregation and visualization capabilities and improving the DEA's business intelligence efforts through enhanced analytics including modeling, dashboard development, and data ingestion work streams. This may be accomplished via the use of more advanced features of the X-Pack product including enhanced monitoring, alerting, reporting, graphing (geospatial) and machine learning or via the Concorde framework development or integration with other COTS products. The Contractor shall continue to provide advanced dashboards, improved data ingestion, cluster configuration, and software deployments.

The Search team shall typically consist of team lead senior SME developer, a mix of four-six senior developers, a requirements analyst/knowledge support person and a business analyst.

The Contractor, at the request of the Product Owner, shall evaluate DEA enterprise data holdings and develop an Artificial Intelligence or Machine Learning innovation model to improve DEA's data strategy and achieve advantages to the DEA mission through implementation. Assessing data feeds, techniques and implementation considerations relevant for applying artificial intelligence or machine learning to the DEA enterprise data holdings. Once the innovative model is identified and approved by the government, the contract staff shall facilitate the implementation and maintenance of the model, adjusting and improving as the DEA enterprise data holdings expand.

The Analytical team shall typically consist of team lead senior ML/AI SME, a mix of two-four data scientist, a requirements analyst/knowledge support person and one or two business analyst(s).



A TGR government lead provides oversight to each team and either the government lead or another TGR government employee maintains the role of Product Owner, who serves as the customer liaison for the team performing the work. Monthly work is defined using high-level epics and medium level user stories via an approved prioritized monthly Sprint list.

### 3.5 TASKS

The Contractor shall perform the tasks described in the following subsections:

#### 3.5.1 Requirements Gathering

The Contractor shall interface with Working Groups, Product Owners, and Concorde software development teams to assist in the identification and clarification of detailed requirements for EDW and Search/Analytical development as often as needed to prevent any delay in delivery of final products. User stories and associated requirements shall be documented in Team Foundation Server (TFS) and discussions/actions documented via Meeting Minutes to the appropriate Government POC, dependent upon the nature of the requirements.

#### 3.5.2 Business Analytical task

The Contractor shall interface and support the users pertaining to data and analysis requirements and facilitate meetings with client stakeholders. The Business Analyst will provide recommend changes to improve systems, analyze business needs, and translate them into product design via business process diagrams, workflows and technical specifications. The contractor will consult with management, independently research and provide advice on new methods and opportunities to enrich current data. The Contractor shall monitoring and analyzing real-time data and provide executive summaries in reports, diagrams, graphs, etc. upon Government request.

#### 3.5.3 Participate in Daily Agile Stand-Up Meeting

The Contractor shall participate in daily Agile Stand-up meetings whereas each team member shall report work performed the previous day, work to be performed the current day, and any impediments to their performance of tasks. Additionally, all team leads shall participate in a daily Scrum of Scrums to share and briefly address any technical issue that could potentially impact other teams, or seek information from another team lead.

#### 3.5.4 Attend Monthly Planning Sessions

Each Contractor team shall attend, either in person or remotely, monthly or weekly Planning Sessions where all developers are in attendance. As remote capabilities increase, attendance may be through remote capability, but all team members shall participate. Team velocity will be established at the start of each planning session based on historical velocity of the development team, and any anticipated resource reduction due to vacations, etc. for the upcoming Sprint.

Prior to the monthly planning session, requirements for user stories shall be fully documented in TFS (Team Foundation Server) for review and discussion by developers. Developers will “vote” via “Points Poker” to provide estimates for completion of prioritized Sprint user stories.

The Contractor shall document the results of the planning session in TFS to include the team’s planned velocity and points assigned to each user story.

### 3.5.5 Attend Monthly Mid-Sprint Reviews

The Contractor shall attend, either in person or remotely, a mid-Sprint review to assess the month’s progress to date, with each developer on the team identifying the probability of completion of work assigned, as defined on the approved Sprint list in the monthly planning session. As remote capabilities increase, attendance may be through remote video capability, but all team members shall participate. The Contractor shall identify any impediments and any need to potentially reallocate developers to the month’s highest priority tasks.

The Contractor shall document the results of this meeting and provide meeting minutes to the appropriate Government Product Owner for approval.

### 3.5.6 Attend Monthly Retrospective Sessions

The Contractor shall attend, either in person or remotely, a monthly retrospective meeting at the end of each month where each team member articulates the effectiveness of the month’s Sprint, issues encountered, and lessons learned. The team leads shall review the tasks completed and report the team’s weekly velocity to include identification of points assigned and completed by each team member. As remote capabilities increase, attendance may be through remote capability, but all team members shall participate.

The Contractor shall document and provide minutes of the monthly Retrospective Session to include all items discussed in the session to the appropriate Government Product Owner for approval.

### 3.5.7 Champion Meetings

The Champion is the customer representative, generally a GS15 or above, who has the authority to make on-the-spot decisions regarding the requirements and functionality of the software application under development. The Contractor shall attend regularly scheduled Champion meetings, at a minimum, biweekly to gather requirements, demonstrate software development progress to the Product Champion, and document subsequent change requests and user stories. Attendance may be through remote capability, for developers in remote locations.

All change requests and user stories shall be documented in TFS for consideration of prioritization in future Sprints.

The Contractor shall document and provide minutes of the Champion meetings to the appropriate Government Product Owner for approval.

### 3.5.8 Use of Team Foundation Server (TFS)

The Contractor shall utilize TFS to document epics, user stories, requirements, change requests, bugs and tasks.

The Contractor shall utilize source control in TFS and each developer shall track hours expended per task on a daily basis. At the end of each day, every Contractor developer shall either place their source code in a shelf set within TFS or request a code review. If the code passes review, it can be checked in for potential inclusion in the next build.

### 3.5.9 Testing

The Contractor shall perform testing of user stories at various levels, to include unit testing by developer, peer code reviews, final code review by Contractor Team Lead or designee, and testing by an independent tester. Once the tester has successfully tested a user story, the Government Product Owner shall be notified that user stories can be tested and subsequently closed, if tested successfully. No code moves to production will be made without the involvement of at least two developers (usually a developer and a team lead/team lead designee). If the Contractor Team Lead delegates the final code reviews to another member of the team, he remains ultimately accountable for the application code.

### 3.5.10 Delivery of Incremental Software Beta Release

The Contractor shall bundle functional user stories at the end of each month's Sprint, if feasible, for deployment to a beta environment for further testing by selected users. Notification of beta releases shall be communicated through the established ticket request process, which requests, notifies and obtains appropriate approvals prior to their scheduled release.

### 3.5.11 Delivery of Incremental Software Production Release

With approval by the Product Owner the Contractor shall promote beta versions into production and provide post-deployment support. Production releases are generally scheduled shortly after the end of each monthly sprint, but may occur in the middle of a sprint if requested by the Government Product Owner. Notification of production releases shall be communicated through the established ticket request process, which requests, notifies and obtains appropriate approvals prior to their scheduled release.

### 3.5.12 Provision of Training/Demonstrations

The Contractor shall provide training support via "train the trainer" sessions, MS Lync sessions, video tutorials, user documentation such as Quick Reference Guides (QRG) or other means as determined by the Government, (i.e. one-on-one instructions, "how to" sessions over the phone, or on-site with the client at various DEA offices).

### 3.5.13 Data migration

Where applicable, the Contractor shall develop SSIS packages, T-SQL scripts, or other packages or scripts as deemed appropriate by the government, to retrieve and process data from legacy Oracle, MS Access, flat files or other applications. Other scripts may move data between Concorde, legacy, and other DEA applications and the EDW via ETL (Extract – Transform - Load) processes.

Upon approval by the Product Owner or TM, The Contractor shall identify, document and execute data migration planning activities. This shall include at a minimum, a migration plan with detailed steps to be followed prior to and after data migration. Upon completion, the migration plan shall be updated to indicate that each step was followed and successfully executed.

The Contractor shall conduct validation activities to ensure the accuracy of migrated data. Preliminary tests shall be performed to compare legacy data with the resultant migrated data, included but not limited to: a matching count of records between migrated and legacy records, and a representative sampling of migrated data, compared to legacy data to ensure all columns and rows (fields/records) were successfully migrated.

### 3.5.14 Script Development

The Contractor shall develop monthly or as-needed scripts or SSIS packages to load, process, and retrieve data from a variety of relational databases. These include, but are not limited to SQL Server, Oracle, DB2, MS Access, and others. Additional scripts may move data between Concorde and legacy applications and the EDW.

### 3.5.15 Application Programming Interface (API) Development

The Contractor shall develop / maintain APIs as-needed to / from Concorde applications, within different DEA networks, and external agencies, as determined by Product Owner or TM. These APIs would allow machine to machine communication (i.e. sharing content and data between applications) at a granular level. These APIs will help enrich and amplify DEA's EDW, Search and Analytical platforms which all support DEA's intelligence and enforcement case work.

### 3.5.16 Documentation Support

Upon request of the Product Owner or TM, the Contractor shall provide documentation of procedures, application reference materials, data catalog, workflows, business processes, and data structures. The Contractor shall develop Quick Reference Guides (QRG) for each new application / modules released, to provide "at-a-glance" instructions of primary application functionality, upon the request of the Product Owner or TM.

### 3.5.17 Configuration Management

The Contractor shall update the monthly Sprint prioritization plan with the TFS ID and date of deployment associated with each user story, as applicable, on the completed “Done” sheet, to ensure accurate identification of each user story deployed to production.

### 3.5.18 Program Management

The Contractor shall provide, at a minimum, monthly status briefings to the TGR Section and Unit Chiefs, COR and CO. The briefing shall provide statistical charts and slides to demonstrate progress and trends of development teams, staffing status and issues and current contract burn rate and contract balance. A monthly status report shall be provided to the Contracting Officer’s Representative (COR) and the Contracting Officer (CO) and shall document the reporting period, accomplishments/progress, and any issues/problems encountered and recommended solutions to resolve issues. The Contractor shall maintain staffing levels per Government requirements, with the contract fully staffed (having provided security packages to DEA) for at least the identified key personnel within 30 days of the contract award date. The Contractor should thoroughly understand the DEA clearance process and be prepared for candidates to have several months wait times for a full clearance to be awarded. Contractors cannot begin billing to this contract without a full clearance.

The Contractor shall provide program management support to Unit Chiefs, Section Chief and TGR Product Owners in providing historical, trending and financial reports. The Contractor shall provide support to the Government Product Owners in the development of monthly Sprint prioritization lists. The Contractor shall provide program and project planning support to the re-development of legacy applications.

### 3.5.19 Government Furnished Equipment (GFE and Government Furnished Information (GFI)

**NOTE: GFE and GFI, if any, will be specified within each task order issued under this contract.**

GFE – As applicable to each task order, Contractors shall utilize government furnished equipment at DEA Office locations and personally owned equipment with PIV card readers or Government-provided soft or hard tokens for access from remote locations through Firebird Anywhere.

GFI – As applicable to each task order, Concorde Technical documentation will be provided by the Government that identifies core reusable components used within the Concorde framework. “Wikis” are under construction in the development environment for use for developers to search technical information. Additionally, most applications have Quick Reference Guides that can be referenced describing application functionality. Development teams will use Team Foundation Server where previous epics and user stories of existing applications are documented and where all new epics and user stories will be documented.

### 3.6 DELIVERABLES - Format/Content

All deliverables are subject to review and approval by the Task Monitor (TM). The TM will return comments and/or approvals within ten (10) business days of submission by the Contractor. Issues identified by the TM will be satisfactorily addressed by the contractor and re-submitted to the TM for review/approval not later than five (5) business days after contractor receipt of TM comments/concerns.

The Contractor shall submit the deliverables delineated in Section 3.1, Table 1 in the format specified by DEA (i.e. Microsoft Word, Excel, or PowerPoint; source code in TFS).

#### 3.6.1. Deliverables Table

Table 1 – Articles of Delivery (begins next page)

| RFP Reference | Deliverable  | Deliverable Format  | Due Date   |
|---------------|--|---|--|
| 3.6.1         | Requirements Gathering – user stories/requirements in TFS          | Electronic  | 2 business days after meeting  |
| 3.6.2         | Business Analytics   | Electronic  | As needed and requested by the TM  |
| 3.6.3         | Document Daily Stand-up Meetings/bullet items only                 | Electronic – MS Word  | Before COB of the day of meeting   |
| 3.6.4         | Document results of Monthly Planning Sessions in TFS               | Electronic  | 1 business day after meeting   |
| 3.6.5         | Document mid-Sprint Reviews  | Electronic – MS Word attachment in TFS  | 1 business day after meeting   |
| 3.6.6         | Document results of Monthly Retrospective Sessions                 | Electronic – MS Word attachment in TFS  | 1 business day after meeting   |
| 3.6.7         | Champion Meeting Minutes   | Electronic – MS Word  | 2 business days after meeting  |
| 3.6.8         | Epics, User Stories, Requirements, Change Requests, Bugs and Tasks | Electronic - entered into TFS   | Before COB of day identified by government   |
| 3.6.9         | Update testing status in TFS                                       | Electronic  | Before COB of day tested   |
| 3.6.10        | Software Build -Beta   | Electronic deployment package of source code placed in appropriate share folder | After successful testing and approval by the Product Owner and concurrence by the TM |

|                    |   |  |   |
|--------------------|---|--|---|
| 3.6.11             | Software Build -Production  | Electronic deployment package of source code placed in appropriate share folder  | After successful testing and approval by the Product Owner and concurrence by the TM  |
| 3.6.12             | Training Materials  | Electronic or paper copies as needed – MS Word   | As needed and requested by the TM   |
| 3.6.13a<br>3.6.13b | a) Data Migration Plan<br>b) Migration Database backup or scripts                       | a) MS Word&<br>b) Electronic   | a) One week prior to scheduled migration and updated within 24 hours after migration completed<br><br>b) As needed and requested by the TM                            |
| 3.6.14             | Database Scripts  | Electronic –placed in share folder for deployment  | As needed and requested by the TM   |
| 3.6.15             | Application Programming Interface (API) Development                                     | Electronic instructions and API tracking logs as needed (MS Word or Excel as applicable and directed by the Government | As needed and requested by the TM   |
| 3.6.16             | Requested documentation as needed   | Electronic or paper copies as needed (MS Word or Excel as applicable and directed by the Government                    | As needed and requested by the TM   |
| 3.6.17             | Update completed Sprint plan  | Electronic – MS Excel  |   |
| 3.6.18             | a) Monthly status presentation and supporting documentation<br>b) Monthly status report | a) Electronic – MS PowerPoint<br>b) Electronic – MS Word   | a) By 7 <sup>th</sup> day of each month for preceding month's data<br><br>b) By 10 <sup>th</sup> working day of month following work completed to COR and CO          |
| 4                  | CPRR Clause <b>DEA-2852.204-78</b>  | Electronic via <a href="https://esp.usdoj.gov/cpr">https://esp.usdoj.gov/cpr</a>                                       | By the 10 <sup>th</sup> of February, May, August, and November, the Contractor shall input or revise contractor personnel information for the prior quarter activity. |

|   |  |                |   |
|---|--|----------------|---|
| 4 | <b>Whistle Blower clause DEA-2852.203-71</b> | Written Notice | Submit to COR and CO 30 days after the award of the contract or order |
|---|--|----------------|---|

### 3.7 SECTION 508 COMPLIANCE

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities.

Specifically, the following applicable ICT accessibility standards have been identified:

- 301.1 Scope - The requirements of Chapter 3 shall apply to ICT where required by 508 Chapter 2 (Scoping Requirements), 255 Chapter 2 (Scoping Requirements), and where otherwise referenced in any other chapter of the Revised 508 Standards or Revised 255 Guidelines.
- 302.1 Without Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.
- 302.2 With Limited Vision - Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.
- 302.3 Without Perception of Color - Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.
- 302.4 Without Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.
- 302.5 With Limited Hearing - Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.
- 302.6 Without Speech - Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.
- 302.7 With Limited Manipulation - Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.
- 302.8 With Limited Reach and Strength - Where a manual mode of operation is



provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

- 302.9 With Limited Language, Cognitive, and Learning Abilities - ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

All tasks for testing functional and/or technical requirements must include specific testing for Section 508 compliance.

### 3.8 RECORDS MANAGEMENT OBLIGATIONS

#### A. *Applicability*

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

#### B. *Definitions*

“Federal record” as defined in 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.

The term Federal record:

1. Includes Department of Justice (DOJ) and Drug Enforcement Administration (DEA) records;
2. Does not include personal materials;
3. Applies to records created, received, or maintained by Contractors pursuant to their DEA contract; and
4. May include deliverables and documentation associated with deliverables.

#### C. *Requirements*

1. 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. chs. 21, 29, 31, 33), NARA regulations at 36 CFR 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 records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 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 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and 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 may not be removed from the legal custody of DEA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. 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 of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to DEA. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate 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 the [DEA contract #]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to [Agency] control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) 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 sub-contractor) is required to abide by

Government and DEA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DEA policy.
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. 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 which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The DEA owns the rights to all 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.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

#### *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 NITAAC CIO-SP3 Small Business GWAC 8(a) contract, and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

### **3.9 TRAINING**

The Contractor shall provide personnel with the requisite skills to support the requirements identified in this contract. This includes the skills required to operate in the DEA IT environment. However, if Contractor training is required for tools or services not identified in the contract, DEA will fund either the training cost or the Contractor's time for training, **whichever is most beneficial to the government**. DEA may fund time for training if training is DEA specific (e.g., DEA Security Awareness training, Firebird, etc.). If additional Contractor training is identified during the contract that would be beneficial to the government, DEA will determine provision of funding on a case-by-case basis

### 3.10 PLACES AND TIMES OF PERFORMANCE

#### 3.10.1 Places of Performance

Work will primarily be performed at DEA work locations. This will be at DEA office in Merrifield, DEA Headquarters in Arlington, Virginia, and Sterling Park Technology Center in Sterling, Virginia. Other remote locations may be identified, as the government deems appropriate.

#### 3.10.2 Times of Performance

The Contractor shall work 80 hours in a two-week period, between 6:30 AM to 6 PM EST., Monday through Friday, but may fluctuate to meet operational needs. DEA core hours are between 10:00 AM and 3:00 PM EST. Team hours will be approved by the government, depending upon Product Owner availability and times of required daily stand up meetings. With approval by the Government, contractors may be authorized to work remotely for support of DEA requirements or to work outside of established hours.

#### 3.10.3 TELEWORK AND EMERGENCY SUPPORT FOR CONTRACTORS

Subject to the Contracting Officer's Representative (COR) approval and in accordance with TC's established office policy, eligible contractors may be able to telework on a situational basis to complete a specific work assignment. Teleworking may be designated for either a short period of time, or a longer period predicated upon a case by case basis. All telework will be in compliance with provided DEA telework guidelines. The Contractor shall be responsible for submitting to the COR for pre-approval, a plan that describes how the services would be performed during a closure and the level of support needed.

Telework contractors will not be allowed to perform work at home that requires access to DEA sensitive, classified, or Privacy Act protected information unless they have access to a Secure Network Solution (SNS) laptop computer or Firebird Anywhere token. Before teleworking on a situational basis, a contractor must request and receive approval from the COR prior to the actual date(s) of teleworking. The request shall be submitted in writing (email acceptable) sufficiently in advance to allow for prior approval.

The COR will respond to the request documenting approval or disapproval.

If a contractor who has been approved to telework on a situational basis is unable to request and receive approval prior to the actual date(s) of teleworking as required for an unassigned or a situational telework day due to a weather-related or any other emergency, he or she has the option of teleworking without prior approval when authorized by the Office of Personnel Management (OPM). This is called unscheduled telework. The contractor must still notify his or her COR of his or her intent to work unscheduled telework.

**Equipment and Supplies:** The contractor is responsible for protecting any DEA-owned equipment and to use the equipment only for official purposes. DEA is responsible for servicing

and maintaining any DEA-owned equipment issued to the contractor. The contractor is responsible for installing, servicing and maintaining any personal equipment used. DEA is not liable for damages to the contractor's personal or real property while the contractor is working at the approved alternative work site.

**Communication:** Contractors participating in the program shall be available to supervisors, co-workers and other contacts by telephone, E-mail, voice mail, Lync or other communication during their scheduled duty day as directed by their supervisors.

**Monitoring Work Performance:** The COR will verify what the contractor produces by examining the product(s) or results of the contractor's efforts. This can be done by using project schedules, key milestones, regular status reports and team reviews. The COR may call contractors' employees who are working at home or an approved alternate location.

All personnel must possess a secret security clearance required to view and discuss classified data in the development, enhancement and O&M support of classified tasks, as they are prioritized for TGR teams.

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.

### 3.11 KEY PERSONNEL (JAN 2014)

(a) Key Personnel are individuals that are considered essential to the successful performance of this contract. Prior to diversion of any of the specified individuals to other programs, a significant increase or reduction in the level of effort, or other substitution of any other personnel for the individuals designated as Key Personnel by the Prime Contractor (or any subcontractor or member of any teaming agreement or similar arrangement), the Prime Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract effort. There shall be no diversion, substitution, or significant increase or reduction to the level of effort of key personnel without the prior written approval of the Contracting Officer. The contract will be modified to reflect the addition or deletion of key personnel.

The following individuals are hereby designated as Key Personnel in the performance of this contract. All labor categories are considered exempt from coverage under the Service Contract Act. **For estimation purposes, 1,920 hours equals one FTE**

| Name(s) | Labor Category | Qualifications | Quantity of Hours (Each Period of |
|---------|----------------|----------------|-----------------------------------|
|---------|----------------|----------------|-----------------------------------|

|  |  |  | Performance) |
|--|--|--|--------------|
|  | Data Architect /<br>Data Steward /<br>MS SME | <p>Serves as a Microsoft subject matter expert on all aspects of data management; makes recommendations for improvements; researches Microsoft solutions; leads through the use of data management best practices.</p> <p>*Microsoft Azure certification is required. One of the following Microsoft certifications is required: 70-532, 70-533, 70-534</p> <p>*8- years' experience with data analysis, data migration tools, data modelling, data integration, data warehousing and database design.</p> <p>*4- years' experience in addressing issues of data migration/validation, clean-up and mapping, and shall produce and maintain the data dictionaries.</p> <p>*4- years' experience with providing technical support in the research, experimentation, business analysis, and use of systems technology, including architecture, integration capabilities, and database management.</p> <p>*4- years' experience with providing technical and data leadership for the application developers and the IT infrastructure, being conversant with and cognizant of the future direction of systems, how that direction will impact enterprise, and how future and current systems can be exploited for the benefit of the enterprise.</p> <p>*3- years' experience with working closely with other IT groups to coordinate current and future IT plans and activities, including coordination and technical assistance to facilitate specific development projects that involve the computing environment, the coordination of software upgrades, and the installation of new products.</p> <p>*3- years' experience with recognizing and identifying potential areas where existing policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion.</p> | 1,920        |
|  | IT SME Specialist<br>a. Data Warehouse SME   | <p><b>IT SME Specialist a) Data Warehouse: This position will be the EDW team lead.</b></p> <p>*15-years of total database experience.</p> <p>*12- years of SQL Server experience. * Experience with SQL Server databases of at least 5 TB and a</p>   | 5,760        |

|  |  |   |  |
|--|--|---|--|
|  | <p>b. User Interface SME</p> <p>c. AI/ML SME</p> | <p>billion total rows of data.</p> <ul style="list-style-type: none"> <li>* 5- years of experience with Agile development methodologies</li> <li>* Experience with the configuration of a database disaster recovery option at a geographically separated facility.</li> <li>* 3- years of experience with Microsoft tools such as SSIS, SSRS, SSAS, PowerBI, and TFS.</li> <li>* 3- years of experience in Dimensional Analysis in a Kimball Style Enterprise Data Warehouse of not less than 500 total tables and a billion rows of data.</li> </ul> <p><b>IT SME Specialist b) User Interface SME: This position will be the UI team lead.</b></p> <ul style="list-style-type: none"> <li>* 10- years of software/web development experience.</li> <li>* 5- years of experience with Agile development methodologies</li> <li>* 5- years of ASP.Net C# MVC based web development experience using Visual Studio 2012 or higher</li> <li>* 5- years of experience with Application or Enterprise Search. ElasticSearch experience a plus.</li> <li>* Experience in configuration management of a HA ElasticSearch Cluster with 10+ nodes.</li> <li>* 5- years of decoupled application development leveraging Message Queuing.</li> <li>* 2- years of React.JS or Angular JS experience.</li> <li>* 1- years of ASP.Net Core experience using Visual Studio 2017</li> </ul> <p><b>IT SME Specialist c) AI/ML SME: This position will be the Analytic team lead.</b></p> <ul style="list-style-type: none"> <li>*5- years in-depth knowledge of a least one analytical / statistical language (Closure, Scala, Python, R)</li> <li>*At least 2 years of custom Machine Learning and AI model training (to include supervised and unsupervised) and Natural Language Processing (NLP) expertise focusing on unstructured data</li> <li>*Educational background in Data Science, is a plus</li> <li>*3- years' experience with SQL database / coding</li> <li>*2- years' experience with data visualization tools</li> </ul> |  |
|--|--|---|--|

|  |                             |   |       |
|--|-----------------------------|---|-------|
|  |                             | *2- years' experience with the ability to manipulate unstructured data from different platforms   |       |
|  | Application Systems Analyst | <p>Shape the application / business data into insights / differentiator and elevate to the next level in business reporting and analytics. Assist with transformation of BI &amp; analytics capability for the agency's data. Forward thinking in the field of advanced data analytics within DEA.</p> <p>*5- years of experience Business Analyst role or Requirements Analyst/Tester role<br/> *5- years of experience with Agile environment.<br/> *3- years of experience with Microsoft Office 2010 and higher and TFS.<br/> *2- years' experience with data visualization tools such as Elastic X-Pack (including Graph), Power BI, Tableau, or Qlik.<br/> *1-years' experience with machine learning, driver analysis, forecasting, clickstream analytics, etc</p> | 1,920 |

Because these key positions significantly affect contract risk and performance, the Prime Contractor shall take all reasonable and necessary measures to mitigate any impact on contract performance and minimize the period that these positions are vacant. When a key personnel position is vacated for any reason, the Prime Contractor shall notify the Contracting Officer's Representative (COR) in writing and provide a risk mitigation and replacement strategy for the position. The Prime Contractor shall provide weekly status reports to the COR on efforts to fill the position until replacement key personnel report under the contract.

(b) All replacement candidates for a Key Personnel position shall have academic training, licenses, experience, practical skills, knowledge, and expertise equivalent to or better than the individual they are being nominated to replace. For each individual to be nominated as a replacement of a Key Personnel, the Prime Contractor shall submit to the COR a résumé or other appropriate statement of qualifications.

(c) The Government reserves the right to approve all proposed substitutions and may disapprove a candidate when the candidate's qualifications are significantly less than the qualifications of a Key Personnel being replaced. However, if the Government agrees to accept an individual as a replacement Key Personnel whose qualifications are significantly less than the qualifications of the individual being replaced, the labor rate applicable to that Key Personnel position may be subject to downward adjustment or renegotiated.

(d) Approved candidates cannot begin performance under the contract until all required background checks have been completed and appropriate security clearances have been granted.



Failure by the Prime Contractor to fill a Key Personnel vacancy (whether via its own employee or that of a subcontractor) may be considered to be a material performance issue that will reflect on the Prime Contractor in any performance evaluation.

(e) The Government reserves the right to re-characterize a position by removing the “Key Personnel” designation and all work performed thereafter is no longer subject to the terms of this clause.

(f) Additional Key Personnel positions, if required after award, will be added by bilateral modification to the contract.  
(End of clause)

**NOTE:** All resumes of key personnel shall be reviewed, signed and dated by those individuals who those resumes are for. Resumes that do not clearly document all of the required experience, education, certifications documented for the labor category under Section 3.10 (above, it is submitted for, will receive a lower evaluation scores. Summary of claimed experience duration must equal detail level experience durations for each category of claimed experience.

**NOTE:** The table below provides prospective bidders a listing of all Labor CLIN categories with their associated qualifications and security clearance requirements. A subset of this table is located in Section C.11 and documents designated key personnel for this contract.

All Labor CLIN Categories below must possess a secret security clearance required to view and discuss classified data in the development, enhancement and O&M support of classified tasks, as they are prioritized for TGR teams and in support of the Office of Special Intelligence.

| ID | Labor Category                | Quantity | Qualifications   |
|----|-------------------------------|----------|--|
| 01 | Project Manager               | .25      | *15- years of professional IT experience<br>*5- years of project management experience in the implementation and maintenance of Web-based Applications directly supervising 40 or more team members<br>*5- years of experience managing development teams using Agile or other development methodologies.  |
| 02 | Data Architect / Data Steward | 1        | *8- years’ experience with data analysis, data migration tools, data modelling, data integration, data warehousing and database design.<br>*4- years’ experience in addressing issues of data migration/validation, clean-up and mapping, and shall produce and maintain the data dictionaries.<br>*4- years’ experience with providing technical support in the research, experimentation, business analysis, and use of systems technology, including architecture, integration capabilities, and database management.<br>*4- years’ experience with providing technical and data leadership for the application developers and the IT |

|    |  |   |   |
|----|--|---|---|
|    |  |   | <p>infrastructure, being conversant with and cognizant of the future direction of systems, how that direction will impact enterprise, and how future and current systems can be exploited for the benefit of the enterprise.</p> <p>*3- years' experience with working closely with other IT groups to coordinate current and future IT plans and activities, including coordination and technical assistance to facilitate specific development projects that involve the computing environment, the coordination of software upgrades, and the installation of new products.</p> <p>*3- years' experience with recognizing and identifying potential areas where existing policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion.</p> |
| 03 | IT SME Specialist<br>Data Warehouse<br>SME | 1 | <p><b>IT SME Specialist a) Data Warehouse: This position will be the EDW team lead.</b></p> <p>*15- years of total database experience.</p> <p>*12- years of SQL Server experience. * Experience with SQL Server databases of at least 5 TB and a billion total rows of data.</p> <p>*5- years of experience with Agile development methodologies</p> <p>*Experience with the configuration of a database disaster recovery option at a geographically separated facility.</p> <p>*3- years of experience with Microsoft tools such as SSIS, SSRS, SSAS, PowerBI, and TFS.</p> <p>*3- years of experience in Dimensional Analysis in a Kimball Style Enterprise Data Warehouse of not less than 500 total tables and a billion rows of data.</p>  |
| 04 | IT SME Specialist:<br>User Interface SME   | 1 | <p><b>IT SME Specialist b) User Interface SME: This position will be the UI team lead.</b></p> <p>*10- years of software/web development experience.</p> <p>*5- years of experience with Agile development methodologies</p> <p>*5- years of ASP.Net C# MVC / CORE based web development experience using Visual Studio 2017 or higher</p> <p>*5- years of experience with Application or Enterprise Search. ElasticSearch experience a plus.</p> <p>*Experience in configuration management of a HA ElasticSearch Cluster with 10+ nodes.</p> <p>*5- years of decoupled application development leveraging Message Queuing.</p> <p>*2- years of React.JS or Angular JS experience.</p>   |

|    |                                    |   |   |
|----|------------------------------------|---|---|
|    |                                    |   | *1- years of ASP.Net Core experience using Visual Studio 2017   |
| 05 | IT SME Specialist:<br>AI/ML SME    | 1 | <p><b>IT SME Specialist c) AI/ML SME: This position will be the Analytic team lead.</b></p> <p><b>*5- years in-depth knowledge of a least one analytical / statistical language (Closure, Scala, Python, R)</b></p> <p><b>*At least 2 years of custom Machine Learning and AI model training (to include supervised and unsupervised) and Natural Language Processing (NLP) expertise focusing on unstructured data</b></p> <p><b>*Educational background in Data Science, is a plus</b></p> <p><b>*3- years' experience with SQL database / coding</b></p> <p><b>*2- years' experience with data visualization tools</b></p> <p><b>*2- years' experience with the ability to manipulate unstructured data from different platforms</b></p> |
| 06 | EDW Consultant                     | 1 | <p>*8- years of experience in the design, development and implementation of SQL Server databases creating and maintaining T-SQL Procedures, functions, packages and triggers.</p> <p>*2- years of experience with SSIS packages for data manipulation and loading.</p> <p>*2- years of experience with the SQL Server 2017 environment</p> <p>*3- years of experience in Dimensional Analysis in a Kimball Style Enterprise Data Warehouse of not less than 500 total tables and 100 million rows of data.</p>  |
| 07 | Elastic Consultant                 | 1 | <p>*4- years of experience with Application or Enterprise Search with Elasticsearch. Experience in configuration management of a HA Elasticsearch Cluster with 10+ nodes.</p> <p>*5- years of decoupled application development leveraging Message Queuing.</p> <p>*10- year of software/web development experience.</p> <p>*5- years of experience with Agile development methodologies</p> <p>*5- years of ASP.Net&lt;<a href="http://asp.net/">http://asp.net/</a>&gt; C# MVC / CORE based web development experience using Visual Studio 2017 or higher</p>   |
| 08 | IT SME Specialist / Data Scientist | 3 | <p>The following skill sets must be present amongst the proposed contractors:</p> <p>*2- years in-depth knowledge of a least one analytical / statistical language (Closure, Scala, Python, R)</p> <p>*At least 1 year of custom Machine Learning and AI model</p>  |

|    |  |   |  |
|----|--|---|--|
|    |  |   | <p>training (to include supervised and unsupervised) and Natural Language Processing (NLP) expertise focusing on unstructured data</p> <p>*2- years' experience with SQL database / coding</p> <p>*2- years' experience with data visualization tools</p> <p>*5- years of software/web development experience.</p> <p>*5- years of experience with Agile development methodologies</p> <p>*2- years of ASP.Net C# MVC / CORE based web development experience using Visual Studio 2017 or higher</p> |
| 09 | SQL Developer Sr                         | 4 | <p>*8- years of experience in the design, development and implementation of SQL Server databases creating and maintaining T-SQL Procedures, functions, packages and triggers.</p> <p>*2- years of experience with SSIS packages for data manipulation and loading.</p> <p>*2- years of experience with the SQL Server 2012 environment</p>   |
| 10 | SQL Developer Mid                        | 1 | <p>*6- years of experience in the design, development and implementation of SQL Server databases creating and maintaining T-SQL Procedures, functions, packages and triggers.</p> <p>*2- years of experience with SSIS packages for data manipulation and loading.</p> <p>*Candidate must have experience with the SQL Server 2012 environment</p>   |
| 11 | Software Consultant                      | 4 | <p>5- years of software/web development experience.</p> <p>2- years of ASP.Net&lt;<a href="http://asp.net/">http://asp.net/</a>&gt; C# MVC/ Core based web development experience using Visual Studio 2017 or higher</p> <p>2- years of experience with Agile development methodologies</p> <p>2- years of React.JS or Angular JS experience.</p> <p>1- years of experience with Application or Enterprise Search. ElasticSearch experience a plus.</p>  |
| 12 | Application Systems Analyst              | 3 | <p>*5- years of experience Business Analyst role or Requirements Analyst/Tester role</p> <p>*5- years of experience with Agile environment.</p> <p>*3- years of experience with Microsoft Office 2010 and higher.</p> <p>*2- Two years' experience with data visualization tools such as Elastic X-Pack (including Graph), Power BI, Tableau, or Qlik.</p>   |
| 13 | Requirements Analyst Tester              | 3 | <p>*5- years of experience capturing requirements</p> <p>*3- years of experience with Microsoft Office 2010 and higher.</p> <p>*4- years of writing Agile user stories and requirements documentation.</p> <p>*3- years of experience with MS Team Foundation Server</p>   |
| 14 | <b>NCAF (NITAAC Contract Access Fee)</b> |   |  |

[End of Section 3]

## SECTION 4: PROVISIONS & CLAUSE MATRIX

THE FOLLOWING CLAUSES ARE ALSO APPLICABLE AS MARKED BELOW.

- |                                     |                  |  |
|-------------------------------------|------------------|--|
| <input type="checkbox"/>            | <b>52.204-25</b> | <b>PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)</b> |
| <input checked="" type="checkbox"/> | <b>52.246-26</b> | <b>REPORTING NONCONFORMING ITEMS (DEC 2019)</b>  |

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

“Common item” means an item that has multiple applications versus a single or peculiar application.

“Counterfeit item” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Critical item” means an item, the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the item; or is likely to prevent performance of a vital agency mission.

“Critical nonconformance” means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

“Design activity” means an organization, Government or contractor, that has responsibility for the design and configuration of an item, including the preparation or maintenance of design documents. Design activity could be the original organization, or an organization to which design responsibility has been transferred.

“Major nonconformance” means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

“Suspect counterfeit item” means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.

(b) The Contractor shall—

(1) Screen Government-Industry Data Exchange Program (GIDEP) reports, available at [www.gidep.org](http://www.gidep.org), as a part of the Contractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. This requirement does not apply if the Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) Provide written notification to the Contracting Officer within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (e.g., seller, customer, third

party) that any end item, component, subassembly, part, or material contained in supplies purchased by the Contractor for delivery to, or for, the Government is counterfeit or suspect counterfeit;

(3) Retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer; and

(4) Except as provided in paragraph (c) of this clause, submit a report to GIDEP at [www.gidep.org](http://www.gidep.org) within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (*e.g.*, seller, customer, third party) that an item purchased by the Contractor for delivery to, or for, the Government is—

(i) A counterfeit or suspect counterfeit item; or

(ii) A common item that has a major or critical nonconformance.

(c) The Contractor shall not submit a report as required by paragraph (b)(4) of this clause, if—

(1) The Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;

(2) The Contractor is aware that the counterfeit, suspect counterfeit, or nonconforming item is the subject of an ongoing criminal investigation, unless the report is approved by the cognizant law-enforcement agency; or

(3) For nonconforming items other than counterfeit or suspect counterfeit items, it can be confirmed that the organization where the defect was generated (*e.g.*, original component manufacturer, original equipment manufacturer, aftermarket manufacturer, or distributor that alters item properties or configuration) has not released the item to more than one customer.

(d) Reports submitted in accordance with paragraph (b)(4) of this clause shall not include—

(1) Trade secrets or confidential commercial or financial information protected under the Trade Secrets Act ([18 U.S.C. 1905](http://www.gpo.gov/interloc/2011/01/18/18-1905.html)); or

(2) Any other information prohibited from disclosure by statute or regulation.

(e) Additional guidance on the use of GIDEP is provided at <http://www.gidep.org/about/opmanual/opmanual.htm>.

(f) If this is a contract with the Department of Defense, as provided in paragraph (c)(5) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), the Contractor or subcontractor that provides a written report or notification under this clause that the end item, component, part, or material contained electronic parts (*i.e.*, an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly)) that are counterfeit electronic parts or suspect counterfeit electronic parts shall not be subject to civil liability on the basis of such reporting, provided that the Contractor or any subcontractor made a reasonable effort to determine that the report was factual.

(g) Subcontracts.

(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert this clause, including this paragraph (g), in subcontracts that are for—

- (i) Items subject to higher-level quality standards in accordance with the clause at FAR [52.246-11](#), Higher-Level Contract Quality Requirement;
  - (ii) Items that the Contractor determines to be critical items for which use of the clause is appropriate;
  - (iii) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or
  - (iv) For the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause.
- (2) The Contractor shall not insert the clause in subcontracts for–
- (i) Commercial items; or
  - (ii) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.
- (3) The Contractor shall not alter the clause other than to identify the appropriate parties.

(End of clause)

☒ **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 quote. When the intent is to employ such individual under an existing contract or order, the contractor shall submit the completed questionnaire and résumé electronically to the cognizant DEA contracting officer AND [ethicsFAC@usdoj.gov](mailto:ethicsFAC@usdoj.gov).
- (c) The offeror or contractor understands that any such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Federal Government on behalf of a contractor regarding a Government contract, investigation or other particular matter that they participated in personally and substantially as a Federal employee with the intent to influence Government officials in those matters for the lifetime of those matters.
- (d) The offeror or contractor further understands that for two (2) years after leaving the Federal Government, such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Government with the intent to influence on behalf of a contractor regarding a Government contract, investigation or other particular matter that they did not participate in personally and substantially as a Federal employee, but that was under their 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 (OCT 2019)**

- (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 document entitled "[Whistleblower Information for Department of Justice Contractors, Subcontractors, and Grantees](#)" (<https://oig.justice.gov/hotline/docs/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 Whistleblower Information document to each employee or a translated version of the document in the principle language of the employee; provided, that the translated version includes all of the information in the English language document.

**DELIVERABLE:** Not later than 30 days after the award of the contract or order, or 30 days after the effective date of the modification incorporating clause DEA-2852.203-71, the contractor shall provide written notice informing the Contracting Officer that it has fully complied with the notification requirements in clause [52.203-17](#) and DEA-2852.203-71 or the reasons why compliance has not been met.

(End of clause)

☒ **DEA-2852.204-78 CONTRACTOR PERSONNEL REPORTING REQUIREMENTS (CPRR) (APR 2020)**

- (a) During the life of this acquisition for services, the contractor shall report required information on all personnel directly assigned to perform services under the contract using the Contractor Personnel Reporting Requirements (CPRR), which can be accessed using a secured internet application at <https://esp.usdoj.gov/cpr> (address subject to change). By the 10<sup>th</sup> of February, May, August, and November, the Contractor shall input or revise contractor personnel information for the prior quarter activity.
- (b) The report requires personally identifiable information (PII) for each individual directly billable to this contract. The system is used for ongoing security of the DEA facilities, allocation of DEA resources and to ensure compliance with Homeland Security Presidential Directive 12 (HSPD-12). Therefore, it is important that the report is as accurate as possible and updated quarterly to include any additions, updates, or changes in status. Questions concerning reporting may be referred to the Contracting Officer.

- (c) Failure to submit timely updates on the quarterly CPRR report will be documented by the Government 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). In the event of repetitive failures to provide this report, the contract may be terminated for cause.

(End of clause)

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

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

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

(End of clause)

☒ **DEA-2852.209-70 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) The Contractor shall insert terms substantially similar to this clause in any subcontract or consultant agreement under this contract.

(End of clause)

☒ **DEA-2852.211-70 PERIOD OF PERFORMANCE (BASE AND OPTIONS) (MAY 2012)**

- (a) The period of performance of Base Period of this contract begins on (09/9/2020 and ends on 09/8/2021.
- (b) Pursuant to clause 52.217-9, Option to Extend the Term of the Contract, in the event that the Contracting Officer exercises an option, the period of performance for each option period shall be as follows:

Option Period I 09/9/2021 - 09/08/2022

Option Period II, 09/9/2022 - 09/2023

Option Period III, 09/9/2023 - 09/2024

Option Period IV, 09/9/2024 - 09/2025

- (c) The exercise of any options is subject to the availability of funding and the continuing needs of the Government.  
(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
  - Veteran's Day
  - Thanksgiving Day
  - Christmas Day
  - Inauguration Day (*Federal offices in the Washington DC metropolitan area only*)
- (b) Federal offices may close at other times without advance notice due to emergencies, inclement weather, interruption of utilities, or other reasons. Such closures may be declared by the President, Office of Personnel Management, Office of Management and Budget, the Administrator of the DEA, or other appropriate executive authority. The duration of such closures may range from an early closure with normal operations expected on the next business day to a period of indeterminate length.
- (c) At the time that a closure is declared, appropriate information, notifications, and instructions will be provided regarding the return to normal operations. The Contractor shall comply with all directives issued in regards to such closures. The Contractor shall follow agency procedures for registering emergency contact information and shall monitor appropriate broadcast mediums for receiving emergency information.
- (d) When a closure is declared, contractor personnel must vacate the facility as directed except personnel designated in accordance with agency procedures by the contracting officer to remain onsite to continue performance. Evacuated personnel will not be allowed to reenter the facility for the duration of the closure. Performance of work at alternate sites is not permissible except in accordance with the terms of the contract and written authorization by the contracting officer.
- (e) Whenever it is necessary for contractor employees to continue performance during such closures, the contracting officer will provide written authorization for such work. Such written authorization will designate the specific individuals authorized to continue performance, alternate work sites when applicable, work schedules, work dates, and special instructions and information. Telework may be authorized if permitted by the terms of the contract. Any services scheduled to be performed at Government facilities shall not be performed elsewhere unless specifically authorized in

accordance with the terms of this contract.

- (f) For firm fixed priced contracts, the terms for invoicing and payment in the contract will remain unchanged unless changed by a fully executed modification to the contract.
- (g) For other than firm fixed priced contracts, the contractor shall invoice in accordance with the Payments and Prompt Payment clauses of the contract only for work performed. Employee compensation for the period of the closure shall be governed by corporate policy.
- (h) Agency-sponsored events such as picnics or other social events are not considered to be official office closures. The Contractor shall not invoice for time spent by its employees attending or participating in such events.
- (i) In no case will any compensable administrative leave, which might be approved for Federal employees in connection with official holidays or other events, extend to contractor personnel.

(End of clause)

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

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

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

(End of clause)

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

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

(End of clause)

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

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

| Wage Determination # | Revision # | Date | Section J Attachment # |
|----------------------|------------|------|------------------------|
|                      |            |      |                        |
|                      |            |      |                        |
|                      |            |      |                        |

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

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

- (a) A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. This contract action is for non-personal services and is not a personal services contract action. Due to the need for close interaction of government and contractor personnel, it is essential for all contractor personnel for this contract performing at Drug Enforcement Administration (DEA) designated worksites to receive supervision from their parent company and avoid employer-employee relationships with government officials. In addition, it is important for contractor personnel to recognize and avoid circumstances that may appear to be personal services. Federal Acquisition Regulation (FAR) subpart [37.104](#) provides important information to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement and receive supervision from their parent company to avoid performance of a personal services contract.
- (b) "[Inherently governmental function](#)" means, as a matter of policy, a function so intimately related to the public interest as to mandate performance by Government employees. An inherently governmental function includes activities requiring either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: the act of governing, *i.e.*, the discretionary exercise of Government authority, and monetary transactions and entitlements. It is essential for all contractor personnel performing services at DEA designated worksites to recognize and understand what inherently government functions are. Federal Acquisition Regulation (FAR) [subpart 7.5 - Inherently Governmental Functions](#) and

the Office of Management and Budget's (OMB) [Office of Federal Procurement Policy \(OFPP\) Policy Letter 11-01](#), Performance of Inherently Governmental and Critical Functions, provide important information regarding inherently governmental functions to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement.

- (c) Contractors providing personnel who perform services on-site at DEA offices must certify via the "Contractor Employee Certification Concerning Prohibition of Personal Services Contracts and Inherently Governmental Functions" form that its on-site employee(s) have read and understand FAR [37.104](#), Personal services contracts, and FAR [subpart 7.5](#) before they may begin work at an on-site DEA office. The Contractor on-site supervisor shall address any questions or concerns with the Contracting Officer's Representative (COR) or Contracting Officer.

(End of Clause)

☒ **DEA-2852.239-71 INFORMATION RESELLERS OR DATA BROKERS (MAY 2012)**

- (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 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;



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.
- 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.
- E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.
- F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.
- G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at

its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

- H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

#### **vii. Personally Identifiable Information Notification Requirement**

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

#### **viii. Pass-through of Security Requirements to Subcontractors and CSPs**

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

(End of Clause)

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

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

- For the Windows XP settings, see: [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html).
- For the Windows Vista settings, see: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html).
- For Windows 7 settings, see: [http://usgcb.nist.gov/usgcb\\_content.html](http://usgcb.nist.gov/usgcb_content.html).

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

(End of clause)

☒ **DEA-2852.242-70 CONTRACTOR PERFORMANCE ASSESSMENT (JUL 2014)**

- (a) Pursuant to FAR subpart 42.15, the Government will assess the Contractor’s performance under this contract. Performance assessment information may be used by the Government for decision-making on exercise of options, source selection, and other purposes, and will be made available to other federal agencies for similar purposes.
- (b) Performance will be assessed in the following areas:
  - (1) Quality of product or service;
  - (2) Schedule;
  - (3) Cost control;
  - (4) Business relations;
  - (5) Management of key personnel; and
  - (6) Other appropriate areas.
- (c) For contracts that include the clause at 52.219-9, Small Business Subcontracting Plan, performance assessments will consider performance against, and efforts to achieve, small business subcontracting goals set forth in the small business subcontracting plan.
- (d) For any contract with a performance period exceeding 18 months, inclusive of all options, the Government will perform interim performance assessments annually and a final performance assessment upon completion of the contract.
- (e) The Government will prepare contractor performance assessment reports electronically using the Contractor Performance Assessment Reporting System (CPARS), which is the approved feeder system for the Past Performance Information Retrieval System (PPIRS). Additional information on CPARS may be found at [www.cpars.gov](http://www.cpars.gov) and on PPIRS at [www.ppirs.gov](http://www.ppirs.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. Upon finalization of each performance assessment, CPARS will upload the performance assessment data to PPIRS.

(g) The Government will also report in the Federal Awardee Performance and Integrity Information System (FAPIS) module of PPIRS information related to:

- (1) A Contracting Officer's final determination that a contractor has submitted defective cost or pricing data;
  - (2) Any subsequent change to a final determination concerning defective cost or pricing data pursuant to 15.407-1(d);
  - (3) Any issuance of a final termination for default or cause notice; or
  - (4) Any subsequent withdrawal or a conversion of a termination for default to a termination for convenience.
- (End of clause)

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

(a) The Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail addresses:

- (1) Invoice.InfoSys@usdoj.gov;;
- (2) Carol Johnson, Carol.a.johnson@usdoj.gov; and;
- (3) Contracting Officer's Representative: CPBriscoe-Williams@DEA.USDOJ.GOV.

(b) The date of record for invoice receipt is established on the day of receipt of the e-mail if it arrives before the end of standard business hours (5 p.m. local), or the next business day if the invoice arrives outside of normal business hours. Scanned documents with original signatures in .pdf or other graphic formats attached to the e-mail are acceptable. Digital/electronic signatures and certificates cannot be processed by DEA and will be returned.

(c) In addition to the items specified 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 **(30)** calendar days after issuance of the modification to sign and return it. The contractor's signature on the modification shall constitute a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. If the contractor fails to sign the modification or assert a claim within the stated period, the Government will deobligate the residual balance and proceed with close-out of the contract.

(End of clause)

**☐ DEA-2852.242-73 CONTRACTING OFFICER'S REPRESENTATIVE (MAY 2012)**

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

Cassandra Briscoe-Williams)

Information Systems Division

(address)

CPBriscoe-Williams@DEA.USDOJ.GOV

- (b) The COR has responsibility for performing contract administration, which includes, but is not limited to, the following duties: functioning as the technical liaison with the contractor; monitoring the contractor's performance and progress of the work; receiving, inspecting, and accepting all deliverables or services provided under the contract; and reviewing all invoices/vouchers submitted for payment.
- (c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(End of clause)

**☒ DEA-2852.242-74 CONTRACT ADMINISTRATION POINTS OF CONTACT (MAY 2012)**

- (a) The Contract Administration Office for this contract is:

U. S. Department of Justice

Drug Enforcement Administration



Office of Acquisition and Relocation Management (FA)

8701 Morrisette Drive

Springfield, VA 22152

Contract Specialist/telephone #/email: Carol Johnson,(202) 305-7138 , carol.a.johnson@usdoj.gov

Contracting Officer/telephone #/email: Ryan Burke, 202-307-4811, RFBurke@dea.usdoj.gov

Contracting Officer's Representative (COR): See DEA-2852.242-73

(b) Contract administration for the contractor shall be performed by:

Name: (Carol Johnson,(202) 305-7138 , carol.a.johnson@usdoj.gov)

(End of clause)

☒ **DEA-2852.242-76 KEY PERSONNEL (JAN 2014)**

(g) Key Personnel are individuals that are considered essential to the successful performance of this contract. Prior to diversion of any of the specified individuals to other programs, a significant increase or reduction in the level of effort, or other substitution of any other personnel for the individuals designated as Key Personnel by the Prime Contractor (or any subcontractor or member of any teaming agreement or similar arrangement), the Prime Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract effort. There shall be no diversion, substitution, or significant increase or reduction to the level of effort of key personnel without the prior written approval of the Contracting Officer. The contract will be modified to reflect the addition or deletion of key personnel.

(h) The following individual(s) is/are hereby designated as Key Personnel in the performance of this contract:

| <u>Name</u> | <u>Position</u> | <u>Level of Effort</u> |
|-------------|-----------------|------------------------|
|             |                 |                        |
|             |                 |                        |
|             |                 |                        |

- (i) Because these key positions significantly affect contract risk and performance, the Prime Contractor shall take all reasonable and necessary measures to mitigate any impact on contract performance and minimize the period that these positions are vacant. When a key personnel position is vacated for any reason, the Prime Contractor shall notify the Contracting Officer's Representative (COR) in writing and provide a risk mitigation and replacement strategy for the position. The Prime Contractor shall provide weekly status reports to the COR on efforts to fill the position until replacement key personnel report under the contract.
- (j) All replacement candidates for a Key Personnel position shall have academic training, licenses, experience, practical skills, knowledge, and expertise equivalent to or better than the individual they are being nominated to replace. For each individual to be nominated as a replacement of a Key Personnel, the Prime Contractor shall submit to the COR a résumé or other appropriate statement of qualifications.

- (k) The Government reserves the right to approve all proposed substitutions and may disapprove a candidate when the candidate's qualifications are significantly less than the qualifications of a Key Personnel being replaced. However, if the Government agrees to accept an individual as a replacement Key Personnel whose qualifications are significantly less than the qualifications of the individual being replaced, the labor rate applicable to that Key Personnel position may be subject to downward adjustment or renegotiated.
- (l) Approved candidates cannot begin performance under the contract until all required background checks have been completed and appropriate security clearances have been granted. Failure by the Prime Contractor to fill a Key Personnel vacancy (whether via its own employee or that of a subcontractor) may be considered to be a material performance issue that will reflect on the Prime Contractor in any performance evaluation.
- (m) The Government reserves the right to re-characterize a position by removing the "Key Personnel" designation and all work performed thereafter is no longer subject to the terms of this clause.

- (n) Additional Key Personnel positions, if required after award, will be added by bilateral modification to the contract.

(End of clause)

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

- (g) The contractor is responsible for protecting and using any DEA-owned or provided equipment or other property for official purposes only. DEA is responsible for servicing, and maintaining any DEA-provided equipment issued to the Contractor. DEA is not liable for injuries or damages to the Contractor's personal or real property while the Contractor is working at the approved telework location.

End of clause

☒ **DEA-2852.245-70      GOVERNMENT-FURNISHED RESOURCES (MAY 2012)**

- (a) For Contractor employees performing full-time at the Government's facilities, the Government will provide resources, such as office space, utilities, furniture, computers, and access to Government network systems at no cost to the Contractor. Access to the World Wide Web may or may not be provided.
- (b) Government-furnished property that is used exclusively at the Government's facilities remains under the control of the Government. The Contractor is not required to maintain accountability or provide reporting on such property. However, the Contractor shall report damage, loss, or theft of such property in accordance with DEA procedures.
- (c) The Contractor shall maintain accountability of Government-furnished property that is used away from Government facilities in accordance with the Property clause of this contract.

(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 (DEC 2014)**

- (a) It is Department of Justice (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 <http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domestic-violence-sexual-assault-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 notify Contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. 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=b624d596fd5fa1b7325b3d84a0e95a6f&mc=true&node=se48.6.2852\\_1233\\_670&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=b624d596fd5fa1b7325b3d84a0e95a6f&mc=true&node=se48.6.2852_1233_670&rgn=div8))

**CONTRACTING OFFICER: When applicable, check the box and list the clause title and date of the security clause recommended by the Office of Security Programs in the approved DD 254 in the space provided below.**

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

☒ **FAR 52.217-9** Option to Extend the Term of the Contract, MAR 2000

As prescribed in 17.208(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 (months).

☒ **DEA-2852.209-71 LIMITATIONS ON FUTURE CONTRACTING (MAY 2012)**

(a) Work under this contract may provide the Contractor with access to advance information about future Government procurements. This information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software. Without the restrictions specified in paragraph (b) below, the Contractor's objectivity in performing the work may be impaired by its other business activities, the nature of the work to be performed may result in an unfair competitive advantage to the Contractor in future Government procurements, or

the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.

(b) In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:

(1) The Contractor may be excluded from competition for, or award of, any Government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor may be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Specifications or Statement of Work.

(3) The Contractor may be excluded from competition for, or award of, any Government contract that calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract.

(4) The Contractor may be excluded from competition for, or award of, any Government contract that calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the systems engineering and technical direction for the system, including but not limited to the development of requirements or definitions pursuant to this contract.

(c) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work that is the same or similar to work performed under this contract.

(d) The term "Contractor" as used in this clause includes any person, firm or corporation that has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm or corporation that has a majority or controlling interest in the Contractor, and those of any corporation in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(e) The exclusions contained in paragraph (b)(1) through (b)(4) of this provision shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder. The Government may, at its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.

(End of clause)

[End of Section 4]

## SECTION 5: INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

### 52.215-1 Instructions to Offerors—Competitive Acquisition. (JAN 2017)

A. *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([OF 347](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

B. As a result of the solicitation, the Government intends to make a single Fixed Rate Labor Hour (FFP) task order for a base year period and four (4) option periods.

C. The Government will award a contract resulting from this solicitation to the responsible Offeror whose quote, conforming to the solicitation, represents the best value to the Government, price, and other factors considered. The following factors shall be used to evaluate quotes in descending order of importance:

- 1) Technical Approach (Volume I)
- 2) Key Personnel (Volume I)
- 3) Past Performance (Volume I)
- 4) Program Management (Volume I)
- 5) Price (Volume II)

### FACTOR 1-PROPOSED TECHNICAL APPROACH

The Offerors shall demonstrate and/or provide evidence of the following:

- a. Familiarity and comparable experience in size, scope and complexity with the following systems and processes:
  - **Enterprise Data Warehouse (EDW):** based upon a Kimball data warehouse; ingesting hundreds of new tables each year for reporting purposes and is currently over an 11TB warehouse.
  - **Search/Haystack:** based on an ElasticSearch platform with 10 production servers dedicated to this search capabilities for over one billion records of information that provide blended search results from more than seven core content areas. Familiarity and experience with the following initiatives:
- b. Involvement in building and implementing architecture roadmaps for Artificial Intelligence solutions as well as examples of proof of concepts to assess the value of Artificial Intelligence. Data science and machine learning (DSML) platform experience as well as any augmented analytics experience.
- c. Degree to which the offeror understands the work by delineating methods and processes to be utilized in the planned execution of the subject areas in Section 3.
- d. Demonstrate specific procedures and techniques for completing each subject area in Section 3 of the Statement of Work, to include such items as quality assurance and customer-service.

- e. Demonstrate knowledge of industry practices related to the program's objectives and how the practices could be implemented in DEA's environment.
- f. Degree to which the offeror's quote demonstrates an understanding of logistics, schedule, and any other miscellaneous issues in which the Government should be aware, in regards to Section 3 of the Statement of Work.
- g. Outline risks and mitigation strategies that show value and relevance to our program.

## FACTOR 2 – KEY PERSONNEL

The Offeror's shall provide key personnel resumes to demonstrate if these personnel possess the requisite education/experience to meet the solicitation requirements for these key personnel.

Resumes will be considered Acceptable if **all** qualifications are met. Offeror's that submit quotes containing any key personnel resumes ultimately determined to be unacceptable (i.e. not meeting **all** qualifications) will not be further evaluated by the Government. Based on the results of the evaluation, resumes will be given a PASS/FAIL score.

Offerors shall demonstrate the recency, quality and depth of experience of individual personnel in working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.

## FACTOR 3 – PAST PERFORMANCE AND REFERENCES

The Offerors shall demonstrate and/or provide evidence of the following:

- a. The organization's history of successful completion of projects; within the past five (5) years, history of producing high-quality reports and other deliverables; history of staying on schedule and within budget.
- b. The organization's quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients. conformed to standards of good business practices
- c. The organization's specific past performance on prior similar efforts specified within this SOW. includes similarity and scope of work, technology stack, data management, indicating relativity to the size and complexity
- d. The organization's ability to keep staffing at an acceptable level, and its history of commitment to customer satisfaction

Past Performance shall include, at a minimum, the following information for both the Offeror and major subcontractors (a major subcontractor is defined here as a company/vendor for which over 25% of the total contract effort will be subcontracted over the life of the contract):

- Project Title
- Government Agency or Company Name
- Indicate whether the offeror performed as the prime or subcontractor. The Government will give more weight to contracts performed as the prime contractor than those performed as a subcontractor.



- Client Point of Contact (POC) to include name, phone number, and email address if available
- Project Agency/Company Contract/Order Number
- Period of Performance
- Value by year of contract/order
- Staff Management – Describe staff retention/turnover rate, time to replace lost staff, how impact of turnover to project was handled
- Performing tasks similar to those of this solicitation; mapped to the tasks in Section 3 of the SOW, clearly articulating the technology stack and software methodologies utilized
- Describe any other relevant functions performed, innovative techniques introduced, or commendations received

The Government may supplement the information provided by the offeror with information the Government obtains through reference checks, its own knowledge/experience, and/or from other sources. These sources, in the case of federal contracts, may include, but not necessarily be limited to, other Government contracting offices, the Contractor Performance Assessment Reporting System (CPARS) and the Federal Awardee Performance and Integrity Information System (FAPIS).

#### **FACTOR 4 – PROGRAM MANAGEMENT**

The Offerors shall demonstrate and/or provide evidence of the following:

- a. The organization's approaches to keep the COR, the task monitor and the stakeholders apprised of the status of ongoing projects.
- b. The organization's partnering techniques with other IT service providers.
- c. The organization's the offeror's project management approach, including the planning, execution, tracking, and reporting of projects requested under this contract.
- d. The organization's management approach that places strong emphasis on leadership, communication, accountability, resource management, risk management, cost management to ensure delivery of quality staff and products
- e. The organization's practices to ensure quality of all deliverables and work performed.
- f. The organization's training practices for new and existing personnel and how the training will enhance performance under any resulting contract.
- g. The organization's ability of continuing programs and procedures for retaining personnel via incentive programs.

#### **BUSINESS QUOTE (Volume II): COST/PRICE**

The Offeror's cost/price, an unrated evaluation factor, based upon the use of any one or several price evaluation techniques as may be deemed necessary to determine that the proposed price is fair and reasonable, such as:

- a. Adequate Price Competition; and


b. Other techniques in accordance with FAR 15.404.

In the course of evaluating cost/price, the Government will not assign a Confidence or Risk rating to the Offeror's Business Quote.

#### D. Guidance

D.1 **Quotes** must be prepared in accordance with these instructions. Failure to do so may result in the Offeror's submission being determined unacceptable and ineligible for award. Each Offeror's submission shall be screened by the CO upon receipt to ensure completeness and compliance with the instructions contained in the Request for Quote (RFQ). Elimination of an Offeror is at the sole discretion of the CO.

E. **Submission of quotes.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Quotes may be submitted on the [OF 347](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must include—

- (1) The time specified in the solicitation for receipt of offers; 
- (2) The name, DUNS Number, Cage Code, address, and telephone number of the offeror.
- (3) "The Government will conduct a compliance review of the offeror's proposal. Offerors shall be in compliance/possess all of the following in order to proceed in the Government's evaluation their proposal"
  - i. Compliance with Section 5 instructions.
  - ii. Section 508 Compliance located at Section 3.7. Offerors shall provide a copy of the Voluntary Product/Service Accessibility (VPATs), as well as a copy of the Government Product Accessibility Template.
  - iii. National Archives and Records Administration (NARA) located at Section 3.8 Records Management Obligations.
  - iv. The offeror will be required to possess a Secret Facility Clearance. Determination of whether or not the offeror holds a Secret Facility Clearance will be determined by the DEA's Office of Security Programs (ISR). ISR will search the vendor's cage code. If, as a result of the search by ISR, it is determined the offeror does not have a Secret Facility Clearance, the Government will not evaluate their quote further and the offeror's quote shall be determined Unacceptable.
- (5) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) Acknowledgment of Solicitation Amendments;
- (9) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(10) If the offer is not submitted on the [OF347](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offerors that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

**F. *Period for acceptance of offers.*** The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**G. Late Submissions, Modifications, Revisions, and Withdrawals of Offers.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 10:00 a.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for quotes, it was the only quote received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

H. **Contract award** (*not applicable to Invitation for Bids*). The Government intends to evaluate offers and award one task order without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

I. **Unique entity identifier.** (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

J. **Debriefing.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

K. **Format.** The quote shall be prepared and submitted in two (2) separate volumes clearly labeled as Volume I "Technical Quote" and Volume II: "Business Quote." Each volume shall be separate and complete in itself so that evaluation of one volume may be accomplish independently of evaluating the other.

1. **Page Limit.** The Technical Quote, Volume I, shall not exceed 30 pages. There is no page limitation for the Business Quote. The Technical Quote shall be written in plain English, in a concise, easy to read manner. Pages shall be standard size 8.5 x 11 inches, printed on one side (one sheet printed on both sides will count as 2 pages), and print shall be standard 12 point (or larger) Times New Roman font. Legible, smaller font is allowed in graphics and tables. The first 30 pages of the Technical Quote, in book order, will be evaluated; pages in excess of this 30 page limit will

not be considered. Resumes, title page, table of contents, index, and tabs shall NOT be counted in the page count limitation.

m. **Base Labor Rates.** The offeror shall propose labor rates for all labor categories proposed for the Base and all Option Periods. These labor rates shall represent discounts matching, at a minimum, the offeror's Most Favored Customer (MFC) under its NITAAC CIO-SP3 Small Business GWAC 8(a) contract. If successful, these rates shall be incorporated into the task order.

n. **Cost/Price Quotation.** The Offeror shall propose labor categories from their applicable NITAAC CIO-SP3 Small Business GWAC 8(a) contract and a single rate per labor category. The Offeror shall also identify the NITAAC CIO-SP3 Small Business GWAC 8(a) rate for those labor categories and the percentage discount from that NITAAC CIO-SP3 Small Business GWAC 8(a) rate the Offeror is proposing to the Government.

o. **Details of Quotes:**

1) The Government will award a contract resulting from this solicitation to the responsible Offeror whose quote, conforming to the solicitation, represents the best value to the Government, price, and other factors considered. The following factors shall be used to evaluate quotes in descending order of importance: Technical Quotes are to be prepared in a format that will facilitate the evaluation of the quotes. Accordingly, submissions shall include the following:

- a) Technical approach and work plan to deliver each of the functions listed in the SOW.
- b) Key personnel resumes.
- c) Past Performance
- d) Management approach and ratio of managers and team leads to employees.

2) Business Quotes are to be prepared in a format and structure that includes the following:

- a) Hourly rates for each labor categories in the technical quote for each year.
- b) List of cross referenced labor categories in Section 2 to support approach and descriptions of minimum qualifications. Cross reference is required if the labor category listed in the RFQ does not meet the minimum qualifications.
- c) A comprehensive fixed rate labor hour quote.
- d) The proposed percentage discount from the applicable NITAAC CIO-SP3 Small Business GWAC 8(a) contract.
- e) A separate CLIN must be included to identify the NCAF (NITAAC Contract Access Fee). The formula is: Total NCAF = Total Award Value \* NCAF Percentage, (.55% (i.e., 0.0055).

f) **Submission of Questions and Quotes**

1. All questions concerning the solicitation, including any of a technical nature, shall be submit through [e-GOS](#) by June 22, 2020, 10:00am EST. All questions and answers will be provided to offerors in an amendment to the solicitation prior to the quote due date.
2. **Time, Date and Place for Submissions.** One copy of the Technical Quote (Volume I) and one copy of the Business Quote (Volume II) shall be provided via [e-GOS](#) by the date and time specified in block 17(b), July 8<sup>th</sup> 2020 at 10:00AM EST on the solicitation OPT 347. Hardcopy of quotes are **not** authorized for this solicitation and will not be considered for evaluation.

[End of Section 5]

## SECTION 6: EVALUATION FACTORS FOR AWARD

### 52.304- Evaluation Factors and Significant Sub-factors—Commercial Items.

a. The Government will award a task order 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:

- 1) Technical Approach (Volume I)
- 2) Key Personnel (Volume I)
- 3) Past Performance (Volume I)
- 4) Program Management (Volume I)
- 5) Price (Volume II)

All evaluation factors other than cost/price, when combined, are significantly more important than cost or price. As technical differences narrow, cost/price will become more important. If there are no significant technical differences, cost/price may be the determining factor for source selection. This is a best-value procurement. The Government may or may not award to the lowest priced Offeror or highest technically rated Offeror.

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 agreement 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.

d. **Technical Quote – (Volume I).**

### **FACTOR 1-PROPOSED TECHNICAL APPROACH**

The Government will evaluate the Offerors on their demonstrated:

- a. Familiarity and comparable experience in size, scope and complexity with the following systems and processes:
  - **Enterprise Data Warehouse (EDW):** based upon a Kimball data warehouse; ingesting hundreds of new tables each year for reporting purposes and is currently over an 11TB warehouse.
  - **Search/Haystack:** based on an ElasticSearch platform with 10 production servers dedicated to this search capabilities for over one billion records of information that provide blended search

results from more than seven core content areas. Familiarity and experience with the following initiatives:

- b. Involvement in building and implementing architecture roadmaps for Artificial Intelligence solutions as well as examples of proof of concepts to assess the value of Artificial Intelligence. Data science and machine learning (DSML) platform experience as well as any augmented analytics experience.
- c. Understanding of the work through proposed methods and processes to be utilized in the planned execution of the subject areas in Section 3.
- d. Procedures and techniques for completing each subject area in Section 3 of the Statement of Work, to include such items as quality assurance and customer-service.
- e. Knowledge of industry practices related to the program's objectives and how the practices could be implemented in DEA's environment.
- f. Degree to which the offeror's quote demonstrates an understanding of logistics, schedule, and any other miscellaneous issues in which the Government should be aware, in regards to Section 3 of the Statement of Work.
- g. Outline of risks and mitigation strategies that show value and relevance to our program.

## **FACTOR 2 – KEY PERSONNEL**

The Government will evaluate the Offeror's proposed key personnel resumes to determine if these personnel possess the requisite education/experience to meet the solicitation requirements for these key personnel.

Resumes will be considered Acceptable if **all** qualifications are met. Offeror's that submit quotes containing any key personnel resumes ultimately determined to be unacceptable (i.e. not meeting **all** qualifications) will not be further evaluated by the Government. Based on the results of the evaluation resumes will be given a PASS/FAIL score.

Offerors shall demonstrate the recency, quality and depth of experience of individual personnel in working on similar projects. Similar projects must convey similarity in topic, dollar value, workload, duration, and complexity.

## **FACTOR 3 – PAST PERFORMANCE AND REFERENCES**

The Government will evaluate the Offeror to determine:

- a. The organization's history of successful completion of projects; within the past five (5) years, history of producing high-quality reports and other deliverables; history of staying on schedule and within budget.
- b. The organization's quality of cooperation (with each other) of key individuals within your organization, and quality of cooperation and performance between your organization and its clients. conformed to standards of good business practices
- c. The organization's specific past performance on prior similar efforts specified within this SOW. includes similarity and scope of work, technology stack, data management, indicating relativity to the size and complexity



- d. The organization's ability to keep staffing at an acceptable level, and its history of commitment to customer satisfaction

Past Performance shall include, at a minimum, the following information for both the Offeror and major subcontractors (a major subcontractor is defined here as a company/vendor for which over 25% of the total contract effort will be subcontracted over the life of the contract):

- Project Title
- Government Agency or Company Name
- Indicate whether the offeror performed as the prime or subcontractor. The Government will give more weight to contracts performed as the prime contractor than those performed as a subcontractor.
- Client Point of Contact (POC) to include name, phone number, and email address if available
- Project Agency/Company Contract/Order Number
- Period of Performance
- Value by year of contract/order
- Staff Management – Describe staff retention/turnover rate, time to replace lost staff, how impact of turnover to project was handled
- Performing tasks similar to those of this solicitation; mapped to the tasks in Section 3 of the SOW, clearly articulating the technology stack and software methodologies utilized
- Describe any other relevant functions performed, innovative techniques introduced, or commendations received

The Government may supplement the information provided by the offeror with information the Government obtains through reference checks, its own knowledge/experience, and/or from other sources. These sources, in the case of federal contracts, may include, but not necessarily be limited to, other Government contracting offices, the Contractor Performance Assessment Reporting System (CPARS) and the Federal Awardee Performance and Integrity Information System (FAPIS).

#### **FACTOR 4 – PROGRAM MANAGEMENT**

The Government will evaluate the Offeror on the following:

- a. The organization's approaches to keep the COR, the task monitor and the stakeholders apprised of the status of ongoing projects.
- b. The organization's partnering techniques with other IT service providers.
- c. The organization's project management approach, including the planning, execution, tracking, and reporting of projects requested under this contract.
- d. The organization's management approach that places strong emphasis on leadership, communication, accountability, resource management, risk management, cost management to ensure delivery of quality staff and products
- e. The organization's practices to ensure quality of all deliverables and work performed.
- f. The organization's training practices for new and existing personnel and how the training will enhance performance under any resulting contract.
- g. The organization's ability of continuing programs and procedures for retaining personnel via incentive programs.



**BUSINESS QUOTE (Volume II): COST/PRICE**

The Government will evaluate cost/price, an unrated evaluation factor, based upon the use of any one or several price evaluation techniques as may be deemed necessary to determine that the proposed price is fair and reasonable, such as:

- a. Adequate Price Competition; and
- b. Other techniques in accordance with FAR 15.404.

In the course of evaluating cost/price, the Government will not assign a Confidence or Risk rating to the Offeror's Business Quote.

5. Basis for Award.

- (1) All timely quotes received pursuant to the solicitation will be fully evaluated. The Government will make award to the responsive, responsible Offeror whose quote is most advantageous to the Government, price and other factors considered. The Government will evaluate quotes based upon technical factors described herein in Section 5, and cost/price. Prior to being evaluated in terms of the technical factors, the quote must meet the requirements set forth in the solicitation. Offeror's proposed cost/price will be considered independently of the technical factors and will not of themselves be accorded any specific adjectival rating.
- (2) All evaluation factors other than cost/price, when combined, are significantly more important than cost or price. As technical differences narrow, cost/price will become more important. If there are no significant technical differences, cost/price may be the determining factor for source selection. This is a best-value trade-off procurement.
- (3) Award will be made based on best value to the Government.
  - a. In determining the best value, the Government will evaluate the Offeror's quote on the basis of a best-value/tradeoff in making the selection. Therefore the Government may or may not award to the lowest priced Offeror or highest technically rated Offeror. All evaluation factors other than cost/price are considered descending order of importance, and when combined, are significantly more important than cost or price. As technical differences narrow, cost/price will become more important. If there are no significant technical differences, cost/price may be the determining factor for source selection. Offeror's proposed cost/price will be considered independently of the technical factors and will not be accorded any specific adjectival rating.
  - b. Each Offeror shall submit a quote that clearly and concisely describes its response to the requirements of the solicitation. Use of general or vague statements such as "standard procedures will be used" will not satisfy this requirement. Unnecessary elaboration or presentations beyond what is sufficient to present a complete and effective solution are not desired and may be construed as a lack of understanding of the requirement.

[End of Section 6]

## EXHIBIT 1 – Security Clause

**SECRET** INFORMATION DOD/DSS

DEA contractor companies, consultants or subcontractor companies (collectively referred to as “Contractors”) performing under a DEA contract, task order, purchase order, delivery order, blanket purchase agreements (“BPA”), reimbursable agreement (“RA”), and/or other types of contractual agreements (all referred to herein as “Contracts”) may access DEA information, Information Technology (“IT”) systems, DEA facilities and/or space, in compliance with DEA Contractor Security Requirements (DEA-2852.204-85) and the On-Site Contractor Responsibilities document (attached hereto as Exhibit 2).

**I. GENERAL**

For consideration to work under the contract, the Contractor must hold a current Facility Clearance at the **SECRET** or INTERIM Secret level through the U.S. Department of Defense/Defense Security Service (“DOD”/“DSS”). The applicant must hold National Security Information (“NSI”) eligibility, issued by DOD/DSS at the Secret or Interim Secret level. Accordingly, requests for personnel security background investigations and adjudication of eligibility for security clearances shall be performed through DOD/DSS. DEA will provide Form DD-254, Department of Defense, Contract Security Classification Specification, as part of this contract.

DEA’s Office of Security Programs/Personnel Security Section (“ISR”) may accept background investigations by any federal agency through reciprocity on all Contractor personnel assigned to this contract and on those officers of the Contractor (including the Security Officer and Alternate Security Officer) who will be directly involved in any aspect of management of the assigned personnel. DEA will conduct record checks, including criminal and consumer reporting inquiries in accordance with federal law and Department of Justice (“DOJ”) policies to supplement and update the DOD/DSS background investigation for all Contractor personnel to be assigned to this contract and those officials of the company who will be directly involved in any aspect of management of the assigned personnel

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

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

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

**II. CONTRACTOR’S POINT OF CONTACT**

DEA’s designated Contracting Officer’s Representative (“COR”) or the Task Monitor (“TM”) shall be the Contractor’s point of contact for all personnel security communications, inquiries, and issues regarding this contract. All required documents must be submitted by the Contractor to the COR/TM. The COR/TM will communicate with the Contractor regarding all personnel suitability issues. The COR/TM will communicate with an applicant on a personnel suitability issue only when communicating through the Contractor would violate the applicant’s rights under the Freedom of Information Act (“FOIA”)/Privacy Act (“PA”). The Contractor shall immediately inform the COR/TM in writing, when an employee has: (1) transferred to another contract, (2) resigned, or (3) been terminated by the Contractor for any type of action that constitutes a termination in the Contractor-Employee relationship. The COR/TM will provide this information to ISR.

### III. CONTRACTOR’S RESPONSIBILITIES

#### A. GENERAL:

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

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

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

The Contractor shall ensure that all security related forms and questionnaires are filled out correctly and completely. All forms must be signed, dated and submitted to the COR/TM within fourteen (14) calendar days. *Personnel security packages with incomplete documentation will be rejected and returned to the Contractor without any further actions.*

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

ISR’s request for additional information or documents regarding the background investigation shall be responded to within fourteen (14) calendar days, unless the COR/TM provides a written extension. *Failure to submit the requested information or documents within the fourteen (14) calendar days will cause the entire package to be rejected and returned to the Contractor without any further action.*

DEA reserves the right to refuse the services of and/or terminate any Contractor employee or applicant who is or may be judged a security risk. The COR/TM will inform the Contractor in writing of any objections concerning specific applicants and personnel, but is not permitted to provide specific information due to the FOIA/PA.

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

#### B. CONTRACTOR’S SECURITY OFFICER:

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

### IV. DOCUMENTATION REQUIREMENTS

The Contractor shall complete and submit all mandatory forms to the COR/TM. The completed documents will be used by DEA to supplement a background investigation previously conducted by the DOD/DSS or other U.S. Government agency. The Contractor is cautioned to only submit the type and number of documents required.

All mandatory documents shall be submitted to the COR/TM in paper format. The COR/TM shall prepare a request for submission to ISR.

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

A previously conducted and current background investigation that was favorably adjudicated by the DOD/DSS will be accepted and supplemented with criminal record checks conducted by DEA. The Contractor's transmittal letter to DEA must indicate the applicant has a security clearance through DOD/DSS. In order for DEA to accept an interim or temporary clearance, DEA must:

1. receive a copy of the existing security questionnaire form that was submitted for the interim or temporary clearance; and
2. conduct a new fingerprint check, and if warranted, a credit check

If questionable or derogatory information surface as a result of the security questionnaire review, fingerprint or credit checks, DEA must discontinue review of the proposed contractor and wait for DOD/DSS to complete its investigation and/or adjudication and grant the final clearance.

If the applicant has a favorable NSI determination by another U.S. Government agency, a copy of the document should be submitted to the COR/TM. The Determination must indicate the type of background investigation conducted and the date it was completed. The COR/TM will notify the contractor if a new background investigation is necessary.

The security suitability standards defined in Executive Order 12968 shall apply. Applicants whose supplemental record checks result in a determination of unsuitable or are otherwise determined unfavorable based on derogatory information shall be removed from further consideration for performance under this or any DEA contract. DEA reserves the right to refuse the services of and/or terminate the access of any Contractor employee or applicant who is or may be judged a risk. The COTR/TM will inform the Contractor in writing of any objections

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

concerning specific applicants and personnel, but is not permitted to provide specific information due to the FOIA/PA.

#### A. MANDATORY DOCUMENTS:

|   |   |
|---|---|
| <p align="center"><b>Contract Employee's<br/>Authorization to Conduct<br/>Agency-Specific Record Checks<br/>(February 2009)</b></p> | <p align="center">This form will be used by DEA to supplement criminal record checks previously conducted by DOD/DSS.</p> |
|---|---|

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|--|--|
| <p><b>Verification of Defense Security Service/Joint Personnel Adjudication System (JPAS) Form on Contractor's Letterhead</b></p>                          | <ul style="list-style-type: none"> <li><input type="checkbox"/> Required for applicants who hold Top Secret or Secret clearances previously issued by DOD/DSS. A JPAS Verification is current based on the date of investigation, <b>not</b> the date the DOD/DSS issued the clearance.</li> <li><input type="checkbox"/> A JPAS Verification Letter for an Interim Clearance will be accepted provided that the date the Interim Clearance was granted is not more than one (1) year from the date of submission to DEA. A copy of the final clearance shall be provided to the COR/TM upon receipt. The COR/TM will forward the final clearance to ISR.</li> <li><input type="checkbox"/> Do not submit a JPAS Verification Letter that shows: Loss of Jurisdiction; Declination; Discontinued; Cancelled; Denied; Revoked; Suspended; or any other terminology which indicates the applicant does not have a current clearance or current clearance eligibility.</li> </ul> |
| <p><b>Applicant Fingerprint Cards (FD-258)</b><br/> <b><i>(DO NOT BEND, FOLD, HOLE PUNCH, STAPLE, OR OTHERWISE MUTILATE THE FINGERPRINT CARDS)</i></b></p> | <p>Fingerprint submission is only required for applicants who hold an <b>Interim</b> clearance.</p> <p>Three (3) blank fingerprint cards (blue text on white card stock) must be obtained from the COR; the cards are not available electronically. All three fingerprint cards must have original signatures in black or dark blue ink.</p> <p>The fingerprints may be taken by DEA personnel, the Contractor's Security Officer, at a police/sheriff's department, a local FBI office, or a commercial facility. DEA will not reimburse fees charged by organizations to take the fingerprints. The Contractor shall ensure that the applicant's fingerprint cards are authentic, legible and complete to avoid processing delays.</p>   |
| <p><b>Drug Use Statement (Revised March 2015)</b></p>  | <p>This form is required and must be completed in its entirety.</p> <p><del>Prior editions are no longer acceptable</del></p>  |

|  |   |
|--|---|
| <b>Questionnaire for National Security Positions (SF-86)</b> | <p>SF-86 submission is only required for applicants who hold an <b>Interim</b> clearance.</p> <p>The SF-86 submitted to DEA must be a copy of the SF- 86 submitted electronically through the Electronic Questionnaire for Investigations Processing (“e-QIP”) for the Interim clearance.</p> |
|--|---|

## V. DISQUALIFYING FACTORS

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

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

Any one or more of the following factors—as disclosed on the SF-86, in a personal interview with the applicant, or as part of the background investigation—are grounds for **mandatory disqualification** for assignment on a DEA contract and from further consideration for any type of assignment or employment involving DEA. The Contractor is responsible for interviewing each applicant and reviewing the complete clearance package using the following criteria. If relevant mandatory disqualification information is obtained, the requested package should **not** be submitted to DEA until the disqualifying information is favorably mitigated.

### A. CRIMINAL RECORD:

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

**B. ILLEGAL DRUG USE:**

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

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

**C. FALSE STATEMENTS:**

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

1. altering the condition of discharge on military documents;
2. altering college transcripts;
3. falsely completing or failing to disclose information on the SF-86 or any other documents used in the background investigation process; and/or
4. conflicting statements of drug use, either on the SF-86 on the Drug Use Statement, or during the background investigation.

**D. DEBT-RELATED ISSUES:**

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

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

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

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

The Contractor shall provide a written notice/release to the applicant/employee that a credit report may be used for employment purposes. The applicant/employee shall sign and date the notice/release and provide it to the Contractor before the credit report is obtained by the Contractor. The Contractor is not authorized to obtain a credit report prior to receipt of the signed notice/release.

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

If a potentially disqualifying debt-related issue surfaces that the applicant/employee omitted from the SF-86, Questionnaire for National Security Positions, the requested forms should not be submitted to DEA unless the applicant/employee can provide mitigating information that clearly explains the omission and how the issue will be satisfactorily resolved.

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

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

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

**F. PERSONAL CONDUCT:**

Evidence of any of the following activities developed during the background investigation relative to the applicant's conduct and integrity.

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

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

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

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

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

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

### APPLICANTS WITH CURRENT PUBLIC TRUST OR SECURITY CLEARANCES:

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

Fingerprint cards; Loyalty Oath; Foreign National Relatives or Associates Statement; and Verification of U.S. Citizenship forms are not required when:  
the applicant has a current DOD/DSS clearance and a JPAS Verification Letter is provided;

or the applicant has favorable Public Trust Suitability Determination by another U. S. Government agency. One (1) copy each of the SF-85P Questionnaire for Public Trust Positions and SF-85P-S, Supplemental Questionnaire for Selected Positions is still needed.

### DISQUALIFYING FACTORS

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

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

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

#### **CRIMINAL RECORD:**

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

#### **ILLEGAL DRUG USE:**

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

Applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous drugs, except those medically prescribed, *may* be disqualified for employment on a DEA contract. Disclosed drug use

will be decided on a case-by-case basis. **Experimental use or use of any narcotic or dangerous drug, including marijuana, after employment on a DEA contract is cause for removal.**

#### FALSE STATEMENTS:

A false statement is the deliberate omission, concealment, or falsification of relevant and material facts from any personnel security questionnaire, personal history statement, or similar form or interview used to conduct investigations, determine employment qualifications, award benefits or status, such as: altering the condition of discharge on military documents; altering college transcripts; falsely completing or failing to disclose information on the SF-85P and SF-85P-S or any other documents used in the background investigation process; and/or conflicting statements of drug use, either on the SF-85P and SF-85P-S, on the Drug Use Statement, or during the background investigation.

#### DEBT- RELATED ISSUES:

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

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

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

In order to comply with the Fair Credit Reporting Act of 1970, as amended (15 U.S.C. 1681, *et seq.*) the Contractor must carefully adhere to the following guidelines. The Contractor must obtain a credit report for accounts in the applicant/employee's name only.

**Do not obtain a credit report for joint accounts**

This will be a "personal report for employment purposes."

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

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

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

#### ALLEGIANCE TO THE UNITED STATES:

Evidence of activities developed during the background investigation that would bring the applicant's allegiance to the United States into question, such as: involvement in any act of sabotage, espionage, treason, terrorism, sedition, or other act whose aim is to overthrow the Government of the United States or alter the form of government by unconstitutional means; and/or foreign influence or preference.

#### PERSONAL CONDUCT:

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

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

(End of Clause)

## EXHIBIT 2 – On Site Contractor Responsibilities

### ON-SITE CONTRACTOR RESPONSIBILITIES OCT 2015

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

### CONTRACTOR GENERAL RESPONSIBILITIES

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

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

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

### CONTRACTOR PERSONNEL RESPONSIBILITIES

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

#### MINIMUM STANDARDS OF CONDUCT IN PERFORMANCE OF DUTIES:

Conduct

Demonstrate good manners and courtesy toward Department of Justice (“DOJ”) employees and contractors, Federal officials and the general public;

Maintain a respectful and helpful attitude during the performance of duties under the Contract;

Execute all proper instructions of the Contractor’s DEA’s Point of Contact Point of Contact or DEA official having oversight responsibility for work under the Contract without delay;

Maintain a neat, well-groomed, and business-like appearance at all times while on official duty. Except when authorized by the COR/TM to use another mode of dress because of the need to perform a special task or for other circumstance (e.g., placing retired files in boxes), the standard of dress is “business casual” as follows: Male Contractor Personnel shall wear dress shirts and dress slacks (or uniforms when required by the contract). Female Contractor Personnel shall wear conservative dresses, dress slacks or skirts and sweaters or blouses (or uniforms when required by the Contract);

Remain alert at all times while on duty;

Perform assignments in accordance with prescribed laws, regulations and the terms and conditions of the Contract to the best of your ability and in accordance with safe and secure working procedures and practices;

Do not engage or participate in disruptive activities that interfere with the normal and efficient operations of the Government; and

Refrain from any activity that would violate the On-Site Contractor Responsibilities or otherwise adversely affect the reputation of the DEA.

#### Responsibilities

Ensure that all financial obligations are met; and

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

#### Communications

Do not discuss duty assignment(s) under the Contract, except in an official business capacity with the Contractor’s Point of Contact and fellow Contractor Personnel assigned to the Contract, DEA officials, or other Government officials having an official need-to-know;

Do not disclose any official information, except to DEA or other Government officials having an official need-to-know, nor speak to the press on or off the record, or issue news or press releases without the express permission of the Contracting Officer;

Do not discuss DEA internal matters, policies, grievances, or personalities. Do not discuss financial, personal, or family matters with DEA employees, their family members, or the general public while on duty; and

Do not make statements about fellow Contractor Personnel, DEA employees, DEA officials, their family members, or members of the general public with knowledge of the falseness of the statement or with reckless disregard for the truth.

#### DEA Property

Do not use Government telephones, facsimile, or duplicating equipment, except as necessary

in the performance of duties under the Contract;

Do not take, remove, possess, or use Government property or the property of others without written authorization;

Do not disturb papers on desks, open desk drawers, cabinets, safes, or enter secure space where access is not authorized; and

Do not use any DEA property, material, or information (e.g., DEA building pass or other credentials; DEA reports and files) associated with the performance of work under the Contract for purposes other than performance of work under the Contract.

#### Prohibited Activities

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

Do not gamble, unlawfully bet, or promote gambling on Government property or while performing Government work at the Contractor's site (i.e., office football pools);

Do not possess or consume narcotics, dangerous drugs, marijuana or other controlled substances, except to the extent that the substance is lawfully prescribed by a licensed medical provider;

Do not consume and/or possess alcoholic beverages or other intoxicants while on duty and do not engage in habitual intoxication while off duty;

Do not solicit or accept gifts, favors or bribes in connection with the performance of duties under the Contract. Report all efforts by others who offer such gifts, favors or bribes to the Contractor's Point of Contact and to the COR/TM;

Do not falsify or unlawfully conceal, remove, mutilate, or destroy any official documents or records, or conceal material facts by willful omission from official documents or records;

Do not discriminate or sexually harasses any person during the performance of duties under the Contract;

Do not engage in personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities;

Do not engage in criminal, infamous, dishonest, immoral, or disgraceful conduct;

Do not give false or misleading statements, or conceal facts, in connection with obtaining or retaining employment under or performing duties under the Contract. This includes, but is not limited to, the provision of information during any administrative or criminal investigation or other proceeding, the preparation of travel vouchers, and the preparation of official reports; and

Do not falsify or unlawfully conceal, remove, mutilate, or destroy any official documents or records, or conceal material facts by willful omission from official documents or records.

#### SECURITY REQUIREMENTS

##### Personnel Security Requirements

The Contractor shall immediately inform the COR/TM in writing when a Contractor Personnel or applicant on a DEA Contract has transferred to another contract, resigned, terminated or any other type of action that constitutes a break in the Contractor-employee relationship.

A mandatory periodic reinvestigation will be conducted once every five (5) years if the previous background investigation was based on the SF-85P and SF-85PS, Questionnaires

for Public Trust Positions. A mandatory periodic reinvestigation will be conducted once every ten (10) years if the previous background investigation was based on the SF-86, Questionnaire for National Security Positions. Additionally, a reinvestigation will be required for individuals who have not been assigned to a DEA contract for a period of one (1) or more years. The same suitability and security standards that are required for new applicants apply to reinvestigations.

The Contractor has a continuing obligation to notify the COR/TM, in writing, of any change in marital status of a Contractor Personnel. As soon as possible, the Contractor must provide the COR/TM with the following information:

Married, divorced, or widowed.

Date, city, and country of marriage, divorce, or death of spouse.

Full name of current or former spouse (if notifying of a marriage, include wife's maiden name and any former married names(s)).

New spouse's social security number, date of birth, and place of birth (city, state, and country).

New spouse's citizenship (include as applicable: alien registration number, date and place of entry into the United States, date and place of naturalization including courthouse and complete address, and citizenship certificate number).

If an applicant was assigned to a DEA contract for a period of at least one (1) year, but less than five (5) years and is being considered for placement on the same or another DEA contract, the Contractor shall submit the following forms to the COR/TM to update the criminal record and credit report queries:

Contract Personnel's Authorization to Conduct Agency-Specific Record Checks;

DOJ-555 Revised Oct. 2008, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act; and

Release—Fair Credit Reporting Act Of 1970, as amended; and the information regarding change in marital status, if applicable. With satisfactory results of the updated record queries, the COR/TM will request the ISR to reactivate the individual's access to DEA facilities and information.

The same suitability and security standards that are required for new applicants apply to reinvestigations.

#### Information Security Requirements

All work performed under the Contract may require access to one or more of the following categories of protected information: DEA Sensitive, Sensitive but Unclassified, Law Enforcement Sensitive, Secret, Top Secret, Top Secret with SCI Access or the Freedom of Information and Privacy Act. All Contractor Personnel shall comply with all Federal, Department of Justice, and DEA regulations, policies, and guidelines regarding information security, including [DEA's Information Technology \("IT"\) Rules of Behavior](#).

Prior to the commencement of any work for DEA, Contractor Personnel shall complete DEA-487, Reporting Responsibilities/Non-Disclosure Agreement. The declaration must be witnessed and may be accepted by a duly authorized DEA representative (generally the COR/TM or a DEA Security Officer).

Unless otherwise expressly stated in the Contract, Contractor Personnel are strictly prohibited from using company or personal computers, thumb drives, storage devices, source media, or other electronic devices to store or process DEA work, data, or other product produced while



employed by the DEA. All source materials, information, and resultant work products are the property of DEA and shall not be used by the Contractor for any other purpose. All data received by Contractor Personnel shall be handled, stored, transmitted, reproduced, and destroyed in accordance with DEA procedures. Upon termination or expiration of a contract, all data (documents and other media) and work products shall be relinquished immediately to the COR/TM or designated DEA employee.

Contractor Personnel shall hold all information obtained under a DEA contract in the strictest confidence. All information obtained shall be used only for the purpose of performing the Contract and shall not be divulged nor made known in any manner to any person except as necessary to perform the Contract. The Contractor Personnel shall not divulge, sell, or distribute any information at any point in time, even after termination or expiration of a contract.

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

Except as specifically authorized by the COR/TM, Contractor Personnel are prohibited from removing any documents, records, source media, supplies, or equipment from the Government facility.

Except as specifically authorized by the COR/TM, Contractor Personnel are prohibited from reproducing DEA source media or written products

Contractor shall notify all Contractor Personnel having access to DEA information that such information may be used only for the purpose and to the extent authorized in the Contract, and that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 USC § 641. 18 USC § 641 provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000.00 or imprisoned up to ten (10) years, or both.

Contractor Personnel shall ensure that IT systems are appropriately safeguarded. If new or emerging security threats or hazards are discovered or anticipated by either the Government or the Contractor, or if current security safeguards cease to function, the discoverer shall bring the situation to the attention of the other party immediately.

#### Facility Security Requirements

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

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

The following requirements ensure Compliance with Homeland Security Presidential

Directive-12 (“HSPD-12”) and Federal Information Processing Standard Publication 201 (“FIPS 201”) entitled “Personal Identification Verification (‘PIV’) for Federal Employees and Contractors.”

Contractor personnel must appear in person at least once before a DEA official who is responsible for checking the identification documents.

For Contractor personnel who report for assignment to a DEA contract under a waiver pending completion of the background investigation, the facility access/building pass shall be re-validated by DEA when the background investigation is completed and favorably adjudicated. If the final adjudication is unfavorable for any reason, facility access/building passes badges issued under a waiver will be suspended or revoked.

The COR/TM is responsible for collecting all DEA-issued property upon the departure of an individual from assignment to the Contract. DEA-issued property includes, but is not limited to: building passes, Identification Badges, credentials, computers, files (paper or electronic media), and office equipment, supplies and accessories.

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

United States Passport (unexpired or expired)

Identification Card (issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address)

United States Social Security Card

United States Military Card or Draft Record

United States Coast Guard Merchant Mariner Card

Certificate of United States Citizenship

Alien Registration Receipt Card

Unexpired Temporary Resident Card

Driver’s License issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address

Voter’s Registration Card

Birth Certificate (original or certified)

Military Dependent Identification Card

Native American Tribal Document

Certificate of Naturalization

Unexpired Foreign Passport which contains an I-551 stamp

Unexpired Employment Authorization Card

## PRIVACY

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

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

## ADMINISTRATIVE INQUIRIES

DEA is a federal law enforcement agency charged with the enforcement of controlled substances laws and regulations of the United States and bringing to the criminal and civil justice system of the United States, or any other competent jurisdiction, those organizations and individuals involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States.

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

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

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

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

## REMOVAL FROM CONTRACT

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

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

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

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

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

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

**THE FOLLOWING PROVISIONS ARE APPLICABLE AS MARKED BELOW.**

☐ **52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)**

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

☐ **52.204-26 Covered Telecommunications Equipment or Services-Representation (DEC 2019)**

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

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

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

(End of provision)

**DEA-2852-209-75****NATIONAL SECURITY RISK ASSESSMENT (JUN 2014)**

- (a) Any offeror responding to this solicitation acknowledges that before acquiring information technology equipment or software, the U.S. Department of Justice and its component entities will assess the supply chain risk of cyber-espionage or sabotage associated with the acquisition of such equipment or software, including any risk associated with such equipment or software being produced, manufactured, or assembled by one or more entities identified as posing a cyber-threat, including but not limited to, those that may be owned, directed, or subsidized by the People's Republic of China.
- (b) By submitting an offer to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.
- (c) To assist the Government in assessing whether the acquisition poses a national security risk, offerors are required to complete and submit with its offer or quotation the National Security Acquisition Risk Assessment Questions, which are attached to this solicitation. Offerors must answer all questions completely

and accurately to the best of their knowledge and belief. All answers are to be reflective of the parent and subsidiary levels of an organization.

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

(End of provision)