
Office of General Counsel

September 20, 2019

SENT VIA E-MAIL ONLY

Rkick.contractor@neavs.org

Russ Kick
New England Anti-Vivisection Society
333 Washington Street, Suite 850
Boston, MA 02108

RE: Request for Open Records Ruling
UNTHSC Public Information Request No. 002537

Dear Mr. Kick:

The University of North Texas Health Science Center ("Health Science Center" and "UNTHSC") is in receipt of your request, dated August 28, 2019, for records related to two contracts and study protocols with the United States Drug Enforcement Administration. On September 13, 2019, and in accordance with section 552.301(d) of the Texas Government Code, you were notified that the Health Science Center was seeking an open records ruling concerning whether certain information you requested is subject to public disclosure under the Texas Public Information Act. A copy of our brief in support of an Open Records Division ruling, without attachments, is enclosed. The Open Records Division will inform you when it issues its decision.

There are 145 pages of information responsive to your request, not subject to our request for an open records ruling. There is no charge to receive copies of this information.

Please feel free to contact me at (940) 565-2717 or alice.hawes@untsystem.edu if you have any questions regarding this letter.

Sincerely,



Alice Hawes
Public Information Coordinator

Enclosures

MEMORANDUM

To: Michael Gatch, Ph.D.
Pharmacology & Neuroscience

From: Nathalie Sumien, Ph.D.
Chairwoman, IACUC

DocuSigned by:

Nathalie Sumien

A1A818408461466...

Date: May 3, 2019

Subject: (IACUC-2019-0006) Evaluation of Abuse Potential of Synthetic Cathinones and Other Substances that have Stimulant Effects or Synthetic Opioids using in Vivo Pharmacological Studies: Mouse Subproject"
Species: Mouse
Funding: DOJ

The protocol identified above has been approved by the IACUC effective **May 3, 2019**. Please reference this protocol number in all animal research activities covered by this application.

- Please note that for protocols containing USDA Covered Species, you are responsible for submitting an **Annual Animal Protocol Review** application to be approved *before* the *first* and *second* anniversaries of the initial IACUC approval.
- If this animal research activity is to be continued beyond the third anniversary, a new **Animal Use Protocol Application** must be submitted for full IACUC review.

NS/ cka

ANIMAL USE PROTOCOL APPLICATION

University of North Texas Health Science Center at Fort Worth
Institutional Animal Care and Use Committee

1. ADMINISTRATIVE DATA

<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal: Previous Protocol #:		Filled out by IACUC office only Protocol #: IACUC-2019-0006 Approval Date: 5/3/2019 Expiration Date: 5/3/2022
Title of Project: Evaluation of Abuse Potential of Synthetic Cathinones and Other Substances that have Stimulant Effects or Synthetic Opioids using <i>In Vivo</i> Pharmacological Studies: Mouse Subproject		
Principal Investigator: Michael B. Gatch, Ph.D.		
Department: Pharmacology & Neuroscience		Campus Mail Address: CBH-520
Telephone: x2062	Fax: x4080	E-Mail: michael.gatch@unthsc.edu
Co-Principal Investigator:		
Department:		Campus Mail Address:
Telephone:	Fax:	E-Mail:
Funding Source: Department of Justice If federally funded, provide a copy of the vertebrate section of the grant N/A		
Application Date: 02/15/2019		

2. PI/COLLABORATORS/STUDENTS/OTHER PERSONNEL (Training & Qualifications)

Indicate by completing the following table the qualifications of investigators, professional, technical, or student personnel who will be overseeing or actually performing experimental procedure(s) with animals including all personnel who may have direct contact with animals and animal tissues. Indicate the individual's involvement in surgical procedures or euthanasia.

Name Degree, Certification, or Licensure	On Campus/ Office Phone Number	Emergency Contact Phone Number *at least 2 emergency contacts must be listed*	Date of most recent UNTHSC Training (IACUC use only)	Date of most recent MHQ (IACUC use only)	Experience with Species (years)	Experience with Procedure(s) (years)
Gatch, Michael	2092	817-913-6279	10/11	12/17	37	27
Forster, Michael	2062	817-600-3718	10/11	2/18	41	30
Flores, Elva	5170	817-737-8853	10/11	1/18	19	19
Shetty, Ritu	2422	281-300-1493	10/11	1/18	8	8
Taylor, Cynthia	5170	817-680-7928	10/11	12/17	27	27
,						
,						
,						
,						
,						

If an investigator, student, or technician listed in this protocol application is performing the procedure for the first time, describe the type of training (below) he/she will receive, the person(s) who will provide that training, and the qualifications of that person to provide such training.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

3. PEER REVIEW

Has or will this protocol undergo peer review and be evaluated for scientific merit and experimental design?

☒ Yes ☐ No

If **yes**, who provides peer review (.e.g., NIH/NIA, or the name of an individual if no review committee)?

Drug Enforcement Agency

If **no**, and the project is USDA category D or E or a USDA covered species a departmental review by the Department Chair will be required before IACUC review. The Department Chair must sign on assurances page verifying scientific validity. Has this protocol undergone Chair review? ☐ Yes ☐ No

If yes, who provided the review? _____

4. FUNDING INFORMATION

Is this Application associated with a grant? ☒ Yes ☐ No

If yes, list the title used on the Grant application to assure proper notification of the approval status to the funding agency. If you are submitting the application to more than one funding agency, you must submit a separate form for each to list each agency and the associated information. The grantee must be either the Principal Investigator or the Co-Investigator on the IACUC protocol. For federally funded projects, the PI must submit a copy of the vertebrate animal section of the grant with the IACUC application. Pending applications may be listed, however animal orders cannot be made until a pending grant application has been approved.

If no, and you do not require verification of approval for an outside funding source; you may list the fund source as "Departmental". The duration dates for departmentally funded projects **must not exceed three years**.

Principal Investigator on Grant: Michael B. Gatch, Ph.D.		
Funding Agency or Fund Source (one per page): Department of Justice/Drug Enforcement Agency		
Grant Title: Evaluation of Abuse Potential of Synthetic Cathinones and Other Substance that have Stimulant Effects using <i>In Vivo</i> Pharmacological Studies		
Grant or Project Duration Dates:	Beginning: 05/01/19	Ending: 04/31/2024
Animal Project Title:		
Program Project/Center Grant Director (if applicable):		
Contract/Grant Number: 15DDHQ19Q00000009 and 15DDHQ19Q00000012		
This application is (check one): <input checked="" type="checkbox"/> New <input type="checkbox"/> New Grant submitted to alternate funding agency* <input type="checkbox"/> New Grant that involves monies for salary or equipment support only. No monies are requested for animal studies. <input type="checkbox"/> Competitive Renewal * <input type="checkbox"/> Addendum/Modification * <input type="checkbox"/> Resubmission to funding agency* <input type="checkbox"/> IACUC Required Three Year Review*		* Previously Assigned Protocol:

5. Non-technical (Lay) Summary of Project

In the space below, please provide a brief nontechnical (lay) description of this project. The language used should be understandable to a non-scientist with a 9th grade education. Please avoid using medical/scientific terminology. This summary should include 1) an introductory statement of the purpose of and need for the studies, 2) descriptions of the animal use from start to endpoint (with a statement explaining that the animals will be humanely euthanized by approved methods), and 3) brief explanations of procedures, measures, and time courses of the experiments involving animals. The summary should include how discomfort, pain, or distress to the animals will be minimized. There is no word limit; nevertheless, the summary should be succinct, informative, and complete to facilitate review by a broad audience.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

This work is part of a contract between UNTHSC and the Drug Enforcement Administration. The overall goal of the project is to develop drugs that may be used to treat drug addiction and prevent relapse. Mice will be used to test the ability of novel drugs (supplied by DEA) to mimic the effects of different classes of addictive drugs, including stimulants (methamphetamine) and opioids (morphine or fentanyl-like drugs). Two standard protocols will be followed as directed by DEA.

In the first protocol (a mouse motor activity test, MAT), we will test drugs provided by DEA for their ability to mimic the stimulant effects of methamphetamine or the depressant effects of morphine using the MAT. Each DEA compound will be tested first for its effect when injected by itself in separate dose groups of mice. A full range of different doses of the drugs, leading to bigger or smaller effects, must be tested in order to see how each test drug compares with others in the DEA program. The number of mice required to test one drug varies depending upon the drug alone study outcomes, but based on history this is 8 groups of 8 mice (7 dose groups and 1 placebo control group), for a total of 64 mice. The MAT involves: (i) transport from DLAM to lab, (ii) two injections into the mouse either under the skin, into the body, or via a tube to the stomach, (iii) placement in a 40 X 40 X 30.5 cm acrylic cage for 6 h, and (iv) humane euthanasia via approved methods.

Under a second protocol we will test drugs that may have analgesic effects, using a warm-water tail-withdrawal procedure. Analgesia testing involves (i) transport from DLAM to lab, (ii) up to 8 injections into the mouse either under the skin, into the body, or via a tube to the stomach, (iii) having their tails dipped into warm (50° C) water for up to 20 s up to 8 times, (iv) humane euthanasia via approved methods. The warm water will not cause tissue damage. The mice are allowed to remove their tails from the water whenever they want, so the process is not expected to elicit a stress response. Ten mice are required to test one compound.

Drugs that produce analgesia will be tested to see if the opioid antagonist naltrexone will reverse the analgesic effects. Antagonist testing involves (i) transport from DLAM to lab, (ii) 2 injections into the mouse either under the skin, into the body, or via a tube to the stomach, (iii) having their tails dipped into warm (50° C) water for up to 20 s once, (iv) humane euthanasia via approved methods. Twenty mice are required to test one compound (1 test group and 1 control group).

The number of mice needed to test one stimulant compound is 64 (for MAT). The number of mice needed to test one opioid compound is 94 (64 for MAT, 10 for analgesia, 20 for antagonism).

6. Animal Numbers & USDA Classification of Animal Use

In the chart, provide animal numbers per year, per animal use classification. This includes any pups bred or acquired in-house used in this study. These numbers must be consistent with the number of animals described in the justification. Please see below a description of each USDA pain category. If using more than one species, please include an Additional Species form for each species.

BREEDING: It is understood that the number of pups bred for studies can only be estimated. Please provide your best estimate based on the approximate number of pups needed for the study, pups that cannot be used, and breeders needed for cross-breeding or repopulating. These numbers must be consistent with the numbers provided in the breeding attachment and **SHOULD NOT INCLUDE ANY PUPS USED IN THE STUDY**. Pups must be counted as an individual the day of birth.

Species: Mouse

Project Period * (1 year per line)			Number of Animals by Category:				Total number of animals	
Year	From (mo/yr)	To (mo/yr)	B	C	D	E	Total of animals per category/year	Total of animals per category/year
1	05/19	05/20		1201		63	1264	1264
2	05/20	05/21		1201		63	1264	1264
3	05/21	05/22		1201		63	1264	1264
4	05/22	05/23		1201		63		1264
5	05/23	05/24		1201		63		1264
Total number of animals for procedures (<i>should be consistent with the number of animals described in the justification</i>):							Study Total 3yrs: 3792	Study Total *5yrs: 6320
Total number of animals used exclusively for breeding (not used for study). Including breeders and unusable pups:							Breeding Total 3yrs: 0	Breeding Total *5yrs: 0
TOTAL NUMBER OF ANIMALS:							Total 3yrs: 3792	Total *5yrs: 6320

**Include total anticipated period of project funding (grants beyond 3 years) and animal use. PHS policy stipulates that anticipated use of animals more than three years beyond approval date should be included, even though new IACUC approval will be required after three years.*

USDA Classification

Classification B: Animals being bred, conditioned, or held for use in teaching, testing, experiments, research, or surgery, but not yet used for such purposes.

Classification C: Animals upon which testing, research, experiments, or tests will be conducted involving no pain, distress, or use of pain-relieving drugs.

Classification D: Animals upon which experiments, teaching, research, tumor bearing experiments, surgery, or tests will be conducted which have the potential to cause pain or distress to the animals and for which appropriate anesthetic, analgesic, or tranquilizing drugs will be used to prevent this pain and distress.

Classification E: Animals upon which teaching, experiments, research, surgery, or tests will be conducted involving accompanying pain or distress to the animals and for which the use of appropriate anesthetic, analgesic, or tranquilizing drugs will adversely affect the procedures, results, or interpretation of the teaching, research, experiments, surgery, or tests.

6a. Justification for Classification E Animals (Required):

If you have Classification E animals, provide a justification below. Otherwise, skip to 7.

An explanation of the procedures producing pain or distress in these animals and the justification for not using appropriate anesthetic, analgesic or tranquilizing drugs must be provided. This information is required to be reported to the USDA, will be available from the USDA under the Freedom of Information Act, and may be publicly available through the internet via USDA's website. (NOTE: You do not need to provide this justification if you do not have Classification E animals.)

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

A material safety data sheet is provided with each compound that provides toxicity information. Because the compounds are intended as potential therapeutics, toxicity or discomfort to the mice is not an expected outcome in a given experiment. However, based upon data collected since September 30, 1992, 5% of compounds tested produced unintended brief unrelieved stress related to an adverse drug reaction, as indicated by one of the following: death, convulsions, salivation, lacrimation, piloerection, Straub tail, stereotypic movements, ataxia, or catalepsy. Accordingly, 5% of the mice have been assigned a USDA category E. Every attempt is made to avoid elicitation of these responses by daily perusal of dose response data and judicious selection of test dosage. Anesthetic, analgesic or tranquilizing drugs are not used for the purpose of alleviating pain or discomfort because they would confound the results of the experiment, but more importantly, because doses that are expected to produce toxicity are not tested. That is, toxicity is not expected, therefore, anesthetic, analgesic or tranquilizing drugs would not be administered. Mice experiencing these responses are euthanized immediately upon their detection.

7. DOCUMENTATION / LITERATURE SEARCH

A literature search must be performed to prevent unnecessarily duplication of research projects/courses performed at this and/or other institutions, and to demonstrate that there are no alternatives (such as computer models, tissue culture, etc.) to the use of live animals.

Please complete both an AWIC search (www.nal.usda.gov/awic/) for alternatives AND complete a MEDLINE search (<http://www.ncbi.nlm.nih.gov/entrez/query.fcgi?DB=pubmed>) to rule out unnecessary duplication.

7a. Date of Literature Search: 03-05-2019

7b. Databases, Indexes or other sources used for review of literature: AWIC, PUBMED

7c. Years covered in review: 2016-2019

7d. Keywords: mouse, locomotor activity, analgesia, antinociception, intraperitoneal injection, subcutaneous injection, gavage, psychostimulant, analgesic, cocaine, methamphetamine, morphine, fentanyl

Results of the Literature Search (Required of all protocols):

Provide a narrative description of the result of the literature search. **Include a Statement of Assurance that the literature was reviewed for non-animal or less sentient animal species to partially or fully replace animals (such as tissue culture, or insect model), and that this project is not unnecessarily duplicative of research projects/courses performed at this or other institutions.** This narrative should include adequate information for the IACUC to assess that a reasonable and good faith effort was made to determine the availability of alternatives or alternative methods. If the database search or other source identifies a valid alternative method (one that could be used to accomplish the goals of the animal use proposal), the written narrative should justify why this alternative was not used.

More Detailed Documentation Required for Classification D & E: If any procedures fall into USDA's Classification D or E, causing more than momentary or slight pain or distress to the animals, describe your consideration of alternatives and your determination that alternatives are not available. Delineate fully the methods and sources (7a-d above) used in the search. Alternatives include methods that (a) refine existing tests by minimizing animal distress, (b) reduce the number of animals necessary for an experiment, or (c) replace whole-animal use with in vitro or other tests. **When ascities production is used to produce antibodies, justification needs to be given** as to why in vitro systems cannot be used. You must certify that no valid alternative was identified to any described procedures which may cause more than momentary pain or distress, whether relieved or not.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

The search revealed no less invasive/less stressful alternatives to the intraperitoneal injection of the target compounds for each class of abused substances, for testing of novel compounds for abuse or therapeutic potential. The search included a review of the literature for non-animal or less sentient animal species to partially or fully replace mice in these studies. Some procedures were found to be more invasive and stressful than those proposed, and many previous studies have been performed using phylogenetically higher species. The test compounds are novel and results are, by definition, not duplicative. However, dose-response studies are routinely performed on the mice for the compounds listed in the keywords above. This work is duplicative but justified based upon the need for an internal standard against which to evaluate the efficacy of novel compounds submitted to the DEA Program.

Classification E: Over the past 25 years, approximately 5% of the animals experienced an adverse reaction to a test compound. These are usually unavoidable since most of the compounds tested are novel compounds -- not enough is known about the compounds to predict whether they will produce adverse effects or at what doses without testing them.

Note: Answer items 8 -24 separately for *each species* of animal to be used. If several species are involved, please use the Additional Species Form as necessary.

8. What species will you be using? Mouse

8a. List the strain name(s): Swiss-Webster

8b. List the source(s) of animals: Envigo

8c. List the age and/or weight of animals: 28-32 g

8d. What is the maximum number of this species to be housed at one time? 98

8e. What gender is requested? ☒ Male ☐ Female ☐ Both

9. Special requirements for maintaining animals: ☒ Yes ☐ No

If yes, indicate the requirements below, such as enrichment, caging type, bedding, type of water and dietary requirements. If no, animals will be maintained according to the standard operating procedure of the animal facility (skip to 10).

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

The mice require conventional housing without enrichment; microbarrier and other containment apparatus constitutes a shift in husbandry that is likely to affect the experimental results. There is substantial evidence in the scientific literature that rodent behavior, including the sort of exploratory activity seen in the locomotor activity assay are altered by enrichment.

9a. Other special instructions for animal care staff:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

10. Will animals be individually identified (ear tag, microchip, etc.)? ☐ Yes ☒ No
If yes, describe method: _____

11. Where will animal experiments be conducted? (building / room)

Non-surgical procedures RES 344, 346, 348

Terminal surgical procedures _____

Survival surgical procedures _____

Post-surgical care _____

Euthanasia _____

Breeding _____

11a. Will animals be outside of DLAM for more than 12 hours at a time?

☒ No ☐ Yes: Bldg & Rm # _____

If yes, please provide justification below. The facility/lab must meet satellite animal facility requirements and will be inspected by an IACUC representative before housing may begin.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

12. Instructions for treatment and disposition of animals (check all that apply):

Illness ☒ Call PI ☐ Treat ☐ Terminate

Death ☐ Call PI ☐ Necropsy ☐ Bag for disposal

13. Wild or exotic species ☐ Yes ☒ No

If, yes, Permits? ☐ Yes ☐ No

14. Restraint (Other than while under surgical plane of anesthesia):

14a. Will Manual restraint be used? ☒ Yes ☐ No

If yes, for how long? Duration: 10 s Frequency: 1-8 times

14b. Will a restraint device be used? (chairs, slings, tethers, stanchions, metabolism cages or other devices) ☐ Yes ☒ No If yes, answer 14b-i – b-vii. If no, skip to 15.

14b-i. Method: _____

14b-ii. Duration: _____

14b-iii. Frequency: _____

14b-iv. Frequency of observation during restraining: _____

14b-v. Person(s) responsible for observation: _____

14b-vi. Were alternatives considered? ☐ Yes ☐ No: Explain in text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

14b-vii. What interventions will be given if an animal fails to adapt to the restraint device? Explain in text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

15. Anesthesia and Analgesia:

Will any procedures require anesthesia, analgesia, or neuromuscular blocking agents?

☐ Yes ☒ No If yes, answer 15a-b. If no, skip to 16.

15a. Person(s) administering agents: _____

All personnel administering anesthesia and giving post-anesthesia care must first attend anesthesia/surgery training.

15b. If yes list method, dose, route, frequency, and duration:

	Drug	Dose mg/kg	Route	Frequency/Duration
Non-Surgical Procedure				
Preoperative				
Intraoperative				
Postoperative				

Neuromuscular blocking agents*				

- If neuromuscular blocking agents are used during the surgical procedure, a narrative for the justification of its use must be included below

16. Surgery: ☐ Survival ☐ Multiple Survival ☐ Terminal ☒ None (If none, skip to 17)

16a. Person(s) performing the surgery: _____

16b. Describe the surgical procedure(s) in the space below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

16c. Describe the post-operative care (For survival procedures only. If terminal, skip to 16d.)

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

16d. Will neuromuscular blocking agents be used? ☐ Yes ☐ No

If yes, describe below how and by whom animals will be monitored. Also, if neuromuscular blocking agents are used without general anesthesia, provide justification.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

16e. Under what circumstances will incremental doses of anesthetics / analgesics be administered? If none, state this. Otherwise, describe below.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

17. Other invasive procedures (other than surgery, blood collection, catheterization, intubation)?

☐ Yes ☒ No

17a. If yes, please describe procedure below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

18. Blood/fluid collection:

Will blood and/or fluid need to be collected on live animals before euthanasia? ☐ Yes ☒ No
(If no, skip to 19.)

If yes, answer the questions below:

18a. Fluid collected: _____

18b. Method: _____

18c. Volume collected at one time: _____

18d. Frequency: _____

If necessary, describe the method in the text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

19. Food/water restriction:

Will food or water be restricted during the study? ☐ Yes ☒ No

If yes, explain what is restricted, how long the restriction will last, and a justification in the text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

20. Study Endpoints:

20a. Identify and explain the study endpoint that is both humane and scientifically sound. Include assessment criteria used:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Experimental endpoints: MAT: end of 6-h testing period (see flow chart in fig 1); Analgesia testing: testing of last dose of test compound (see flow chart in Fig. 2)
Humane endpoints: During quarantine: Loss of body weight (>15% of baseline weight; mice weighed twice weekly), self-mutilation, inactivity for more than 24 h. Testing: convulsions, respiratory depression.

20b. Describe the frequency of the animal observations: 2-minute intervals following injection until placed into the experimental chambers (MAT only). Once daily in animal facility.

20c. Person(s) responsible for the observations: Elva Flores, Ritu Shetty

NOTE: The individuals listed above must be trained to assess and recognize the humane endpoints.

20d. What response is required when the endpoint is reached:

☒ Euthanasia ☐ other:

21. Intervention for pain or distress:

Intervention for pain or distress can only be withheld for scientific reasons. Interventions may be needed for painful study procedure or for accidental injuries and infections. Please specify which interventions can and cannot be given. If one type is preferred over others, please explain in the text box below.

21a. What interventions are given?:

☐ analgesia ☒ euthanasia ☐ other: ☐ none

21b. Circumstances under which interventions are to be used:

☐ as stated in protocol ☒ as recommended by vet ☐ other:

21c. What interventions are withheld?:

☒ analgesia ☐ euthanasia ☐ other: ☐ none

(If interventions are withheld, please provide an explanation below why intervention is inappropriate):

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Analgesia withheld because it would compromise experimental data.

22. Disposition of animals (check all that apply): ☒ euthanized ☐ other (explain below):

In the box below, describe method(s) for euthanasia; for drugs, give name, route and dose. Also, you must describe a second method of euthanasia via which death is assured (e.g., decapitation, removal of heart, pneumothorax).

22a. Person(s) performing the euthanasia: DLAM Staff

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

DLAM staff will perform euthanasia by CO2 inhalation followed by bilateral thoracotomy.

23. Hazards to personnel: ☒ **Yes** ☐ **No**

(Mark each applicable hazard and describe. If any are answered "yes", please proceed to 23a. Otherwise, skip to 24.)

- ☐ Radioisotope _____
- ☐ Carcinogen _____
- ☒ Biohazard _____
- ☐ Other _____

DLAM and the Safety Office (for radioactive and carcinogenic materials)/ Biosafety Officer (for biohazards) must be consulted regarding the use of hazards before approval of the protocol. Recommendations may be submitted in the text box below or as a separate document.

23a. Who did you consult with and on what date? Please provide any written correspondence concerning consultation.

Name of official(s) consulted: Matthew Moncus Date(s) of consultation: 08/29/16
06/06/2017

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Morphine and methamphetamine are controlled substances so you must have your license in order and follow the controlled substances procedures for documentation usage. Your lab staff should wear standard lab attire and appropriate personal protective equipment when handling morphine. Some stimulants are considered reproductive toxicants such as cocaine, which is why they are considered hazardous chemicals. The hazards can be mitigated by wearing standard lab PPE including gloves, eye protection, and handling the substances within a chemical vent hood. There are no concerns for DLAM staff exposed to animals treated with these substances.

24. May body fluids or tissue from these animals be utilized by other investigators?

☒ **Yes** ☐ **No** (If yes, describe below.)

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Mice can be made available for use in other projects.

25. Summary and Judicious use of Animals: In the box below or in a separate document, give a detailed summary to describe your work to the IACUC. Please include and label (e.g., 25a.) each of the following:

25a. A brief description of the objective and significance of the proposed work, including the probable benefits of this work to human and/or animal health, the advancement of knowledge, or the good of society.

25a-i. For renewals, please provide a brief update on the progress made in achieving the specific aims of the protocol.

25b. A detailed description of all the procedures to which animals will be subjected.

25c. Your reason for selecting the species and justification of the number of animals proposed for use. The specific aims of the project should be described in sufficient enough detail to justify the number of animals requested even if animals are only used as a source of tissue for in vitro experiments. Address whether other animals, especially lower species, would be suitable for these studies.

20c-i. If transgenic animals are to be used, any expected effects of genetic manipulation should be described. If no effects are expected, this should be stated

NOTE: Insufficient justification for the number of animals requested is one of the principal reasons that proposals require revision. It is the responsibility of the PI to clearly describe all experimental groups and to justify why the number of animals to be used in each group is required. To accomplish this, the results of statistical analyses (power analyses) and/or references to previous work need to be presented.

25d. Describe your experience with the proposed animal model and manipulation.

25e. Provide an attached flow chart and/or graph detailing all procedures and animal numbers in sequential order based on aims and years of study. A flow chart which illustrates experimental design and required animal numbers is extremely helpful to reviewers.

This summary should not be a copy of a grant proposal, abstract, teaching syllabus, or reprint.

In this summary you should use language such that a scientist outside your field can understand it. Although not required, the use of tables may be very helpful to the members of the IACUC in understanding your project.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

25a. Objective and significance of the proposed work, including the probable benefits of this work to human and/or animal health, the advancement of knowledge, or the good of society.

The goal of these experiments is to assess abuse potential of street drugs not yet classified as controlled substances. The studies will allow the Drug Enforcement Administration (DEA) to classify as illegal currently uncontrolled compounds synthesized purposefully for abuse. During the past year and half, we have evaluated 12 opioid compounds for the DEA under previously awarded contracts, and have trained rats to evaluate hallucinogenic compounds for the DEA. We have also tested more than 60 compounds for the DEA through our NIDA contract. This research has been used for public policy making by informing decisions of whether to control a drug and which schedule to place it, by informing the federal judiciary of sentencing guidelines for trafficking these drugs, and by determining in individual court cases whether a drug is hazardous.

25b. A detailed description of all the procedures to which animals will be subjected.

Motor activity test (MAT).

Mice are housed 2-4 per cage under standard feed/water/light cycle conditions in the University of North Texas Health Science Center (UNTHSC) Vivarium. For testing, the mice are transferred to holding cages and transported to RES-348, whereupon they receive one intraperitoneal, subcutaneous, or oral treatment and are placed in any of 40 Digiscan automated motor activity testing chambers (40.5 X 40.5 X 30.5 cm) housed within sound-attenuating chambers. Fans provide appropriate air circulation and an 80-dB ambient noise level within the chamber. In all studies, horizontal activity (a measure of forward movement, ambulation) is recorded non-invasively for 4-6 hours. Following testing, mice are removed from the apparatus and euthanized by DLAM personnel (CO₂ inhalation followed by bilateral thoracotomy).

Compound evaluation involves testing different dose groups (n=8) for time-related effects of a drug on motor activity for up to 6 hours (Fig.1). A full range of different doses of the drugs, leading to bigger or smaller effects, must be tested in order to see how each test drug compares with others in the program (i.e., we must calculate statistics such as an ED₅₀). The number of mice required to test one drug varies depending upon the drug alone study outcomes, but based on history this is 8 groups of 8 mice (7 dose groups and 1 placebo control group), for a total of 64 mice.

The mice receive drugs/test compounds via intraperitoneal injection, subcutaneous injection, or oral administration (direct delivery to the stomach via gavage) of the test compound as requested by the DEA project officer. Drugs are administered using 27-G needles (or 20-G gavage needles) and a volume of 0.3 ml. Changes in locomotor activity are compared to placebo control group. Increases in activity are associated with stimulants; decreases in activity are associated with depressants.

Analgesia test.

Dose-effect test. A repeated-measured design will be used (Fig. 2). A minimum of 10 mice will be tested per compound. The tail-withdrawal test will be performed using a water bath with the temperature maintained at 50 ± 0.1°C. Each animal will be enclosed in a cloth by the

experimenter. Baseline tail-withdrawal latency will be measured following injection of vehicle. The distal one-third of the tail will be immersed in the water bath and latency of tail removal will be measured by a hand-operated timer. Test compounds will be administered i.p., s.c., or p.o. using a cumulative-dosing procedure. Morphine will be tested with a 30-min interinjection interval. That is, the mice will be injected with the first dose of the test compound, and tail-withdrawal latencies will be determined starting 25 min after each injection. Thirty min following the first injection, the next injection of test compound will be administered, and so on. Interinjection interval for test compounds will be determined by the project officer. Doses increase in a cumulative fashion; for example, if the test doses were to be 0.1, 0.32, 1 and 3.2 mg/kg, the administered doses would be 0.1, 0.22, 0.78 and 2.2 mg/kg, respectively. Testing will continue until the mouse fails to remove its tail from the water before the 20-s cutoff time was reached (maximum antinociception) or until toxic effects (e.g., respiratory depression, convulsions) are observed.

Antagonism test. To confirm that the test compounds act at opioid receptors, the peak analgesic dose will be tested in combination with the opioid antagonist naltrexone. If naltrexone blocks the analgesic effects of the test compound, then the test compound is likely an opioid and will share the abuse liability of other opioids. If naltrexone does not block the analgesia, then the test compound is likely not an opioid, and may have limited abuse liability. A group design with two groups will be used, a control group (saline – test compound) and an antagonist group (naltrexone – test compound). A minimum of 10 mice will be tested per group. For the standard, we will test 10 mg/kg morphine vs. naltrexone. The dose of naltrexone will be determined in consultation with DEA, and should be between 0.1 and 3.2 mg/kg. For the test compound, the dose which produced the maximal effect will be tested versus the dose of naltrexone determined by DEA. Tail-flick latencies will be measured as above. For the control group, the mice will be administered saline and tested 25 min after injection. Five min later, they will be administered the test compound and tested 25 min later. For the antagonist group, the mice will be administered naltrexone (dose to be determined) and tested 25 min after injection. Five min later, they will be administered the test compound and tested 25 min later.

25c. Your reason for selecting the species and justification of number of animals used. Are other animals, especially lower species, suitable for these studies?

DEA has specified the use of mice for this project, in consultation with their science advisors. Mice are appropriate because they represent a phylogenetically low mammalian system that can appropriately model human central nervous system functions pertinent to substance abuse behavior. Mice exhibit a multiphasic locomotor response to psychostimulants that, at the behavioral and neurochemical level of analysis, resembles the response of rats and primates. Similarly, the depressant effects of morphine and other opioids are congruent across species. The genetic knowledge base for mice is well established, affording optimal opportunity for future mechanistic studies within the full scientific community.

The variance of locomotor activity data and magnitude of locomotor stimulation are known for many drugs but may be unpredictable for unknown compounds. Based upon standard deviation estimates derived from previous work contracted by NIDA, a sample size of 8 is sufficient to detect a locomotor stimulant effect for a novel compound that is equivalent to cocaine (or depressant effects equivalent to morphine) with a power greater than 99% (with

alpha set to 0.05). Power associated with an analgesic effect the size of morphine (or 50% antagonism) of 80% would require $n=10$. Therefore, the number of mice used is not excessive, but in accordance with the goals of the project to select only those compounds with effects of large magnitude.

The response of a mouse to a particular dose of a drug is not by itself useful in determining the drug's abuse liability. Instead, the potency (amount of drug needed for a given effect) and the efficacy (the maximum possible effect) must be estimated. This requires testing a range of doses from those having no effect to those producing the maximum response. In this context, different compounds may require different numbers of dose groups to be used, leading to modest uncertainty as to the exact number of mice that will be tested. An average of 64 mice has been required for compound evaluations in previous studies involving the motor activity test (7 doses of the drug and 1 placebo control, with 8 mice in each group).

The contract is a blanket purchase order and does not specify the number of compounds to be evaluated. Assuming 8 compounds per year for each assay (which is reasonable given past history of evaluating compounds for DEA over the past 15 years), the number of mice needed for evaluation of stimulants would be (8 compounds * 64 mice for the MAT stimulant test=512). For testing opioids the number of mice would be: MAT depressant test (8 compounds * 64 mice=512); opioid analgesia (8 compounds * 30 mice = 240 mice). The total number of mice used per year for all three projects would thus be 1,264.

USDA category of this research.

Toxicity or pain to the mice is not expected, although 63 of the 1,264 mice to be used in the studies have been assigned USDA category E, because over the past 25 years of contract experience, we have seen approximately 5% of subjects have an adverse drug reaction.

25d. Describe your experience with the proposed animal model and manipulation.

The PI has more than 25 years of experience designing and conducting studies of abused substances. The research staff have all conducted these types of locomotor activity studies for the DEA and/or NIDA for 8 years or more. The staff have participated in our long-running NIDA contract and contributed to our completed DEA contract and the two on-going DEA contracts, evaluating more than 60 compounds for their abuse liability. Dr. Gatch has extensive experience designing and conducting analgesia studies and has published nearly 20 peer-reviewed scientific articles on analgesia and substance abuse.

25e. Flow charts

Evaluation of Abuse Potential of Synthetic Cathinones and Other Substance that have Stimulant Effects or Synthetic Opioids using In Vivo Pharmacological Studies

Michael B. Gatch

Figure 1. Motor Activity Test (MAT)

Each study of 64 mice assesses the effect of a novel compound alone and its interaction with an abused substance:

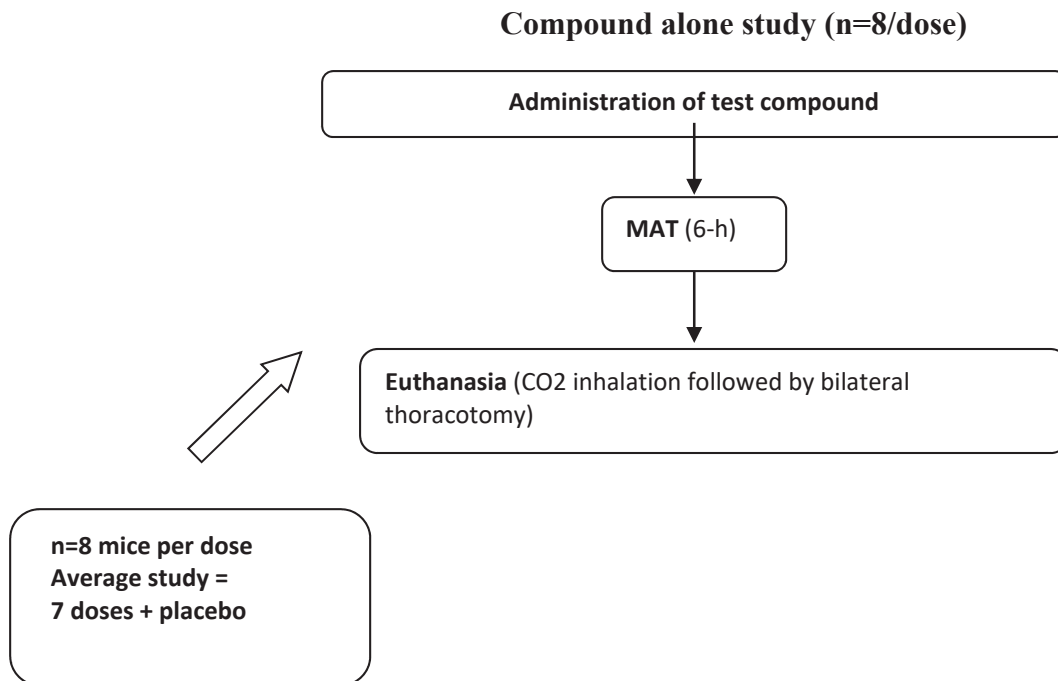
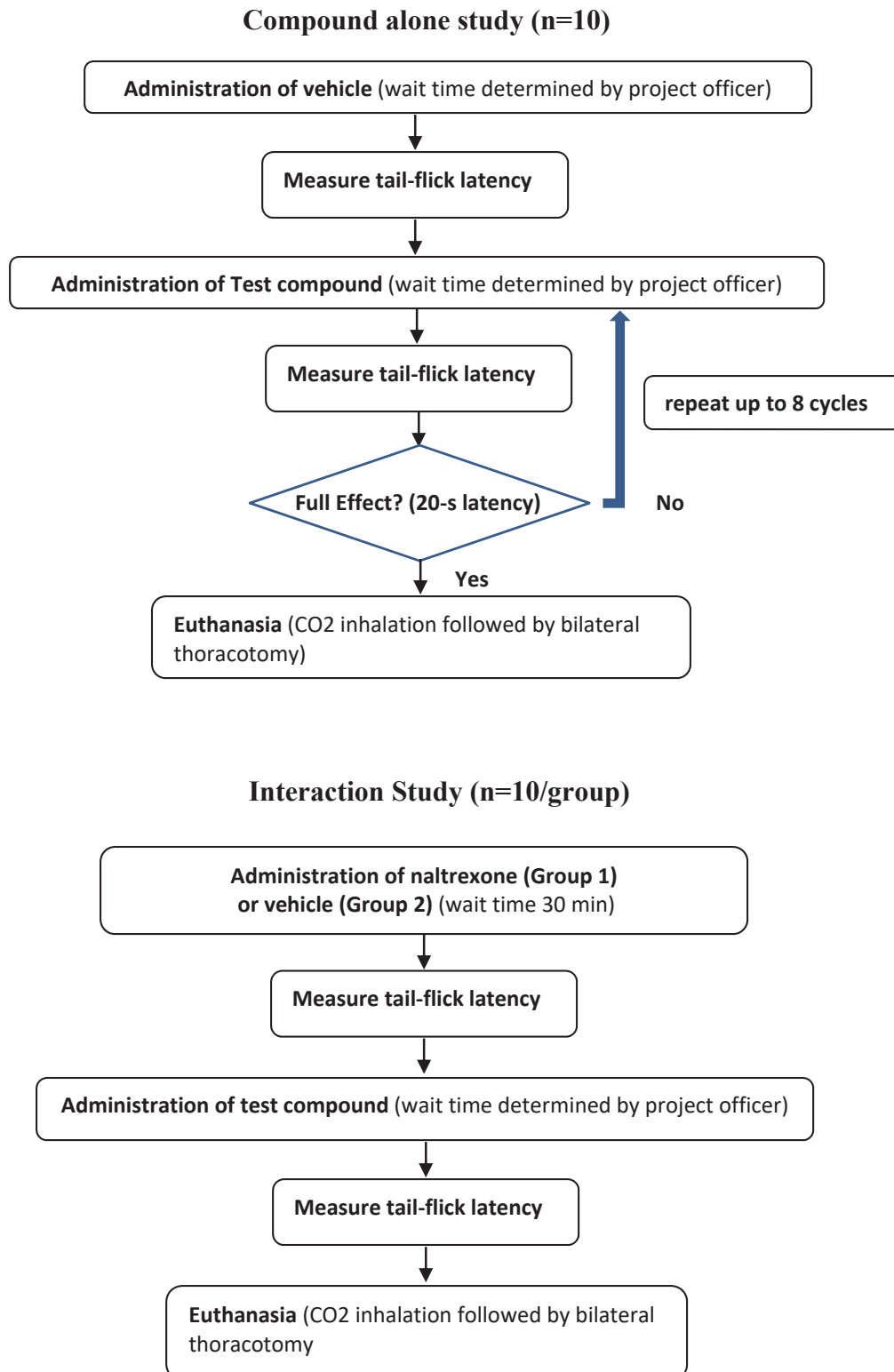


Figure 2. Analgesia Testing

Each study of 30 mice assesses the effect of a novel compound alone and its interaction with the opioid antagonist naltrexone:



PRINCIPAL INVESTIGATOR ASSURANCES (Signify by initialing each box)
ALL ASSURANCES MUST BE INITIALED BY PRINCIPAL INVESTIGATOR BEFORE SUBMISSION TO IACUC

1. I have a working knowledge of the PHS "Guide for the Care and Use of Laboratory Animals" and the USDA "Title 9 Animal Welfare Act" and its revisions. ☒ *mb*
2. The proposed work does not unnecessarily duplicate previous experiments, based upon search results described in question 7. ☒ *mb*
3. All personnel involved in this project have been trained in the procedure to be used or will be training before performing procedures. ☒ *mb*
4. I and all personnel on the project have read any pertinent safety information, IACUC requirements, and security procedures (See Vivarium Director). ☒ *mb*
5. I shall be responsible for maintaining records of all animals used and the procedures carried out. ☒ *mb*
6. Any discomfort, distress or pain that may be associated with this research will be held to the absolute minimum. ☒ *mb*
7. Alternatives to any procedures that may cause pain or discomfort have been considered. ☒ *mb*
8. **Controlled Substances** ☒ Yes ☐ No
 If yes, please: I am responsible for procurement, storage, administration, and record keeping for all controlled substances. ☒ *mb*
9. **Non-pharmaceutical Grade Compounds** ☒ Yes ☐ No
 If yes, please initial: I have read and understand the IACUC's policy regarding the use of NPGC's in animals. NPGC's will only be used for projects with scientific justification, when acceptable pharmaceutical compounds are unavailable, and with prior IACUC approval. ☒ *mb*

As Principal Investigator and/or Co-Principal Investigator, I am aware that I have the ultimate responsibility, on a day-to-day basis, for the proper care and treatment of the laboratory animals. I agree to adhere to all federal, state and local laws and regulations governing the use of animals in teaching and research. I further assure the University of North Texas HSC IACUC that the minimal number of animals will be used for the project and that every possible step will be taken to minimize stress or pain to the animals.

I will submit appropriate annual review forms for this project, and obtain formal approval of the Committee prior to implementation of any changes in this protocol.

Michael B. Justice
 Principal Investigator/Course Director

3/5/9
 Date

 Co-Principal Investigator/Course Director

 Date

Departmental Approval

To be completed for all animal research supported by departmental or non-peer reviewed funding. The Department Chair must read the protocol and sign below to verify department approval before IACUC approval will be granted.

"I have read the Animal Use Protocol Application and find this research to be appropriate in design and that the investigator is competent to perform (or supervise) this study. My signature below denotes departmental approval of this study as submitted"

 Department Chair/Peer Reviewer

 Date

MEMORANDUM

To: Michael Gatch, Ph.D.
Pharmacology & Neuroscience

From: Nathalie Sumien, Ph.D.
Chairwoman, IACUC

DocuSigned by:

Nathalie Sumien

A1A818408461466...

Date: May 3, 2019

Subject: (IACUC-2019-0007) Evaluation of Abuse Potential of Synthetic Cathinones and Other Substances that have Stimulant Effects or Synthetic Opioids using in Vivo Pharmacological Studies: Rat Subproject"
Species: Rat
Funding: DOJ

The protocol identified above has been approved by the IACUC effective **May 3, 2019**. Please reference this protocol number in all animal research activities covered by this application.

- Please note that for protocols containing USDA Covered Species, you are responsible for submitting an **Annual Animal Protocol Review** application to be approved *before* the *first* and *second* anniversaries of the initial IACUC approval.
- If this animal research activity is to be continued beyond the third anniversary, a new **Animal Use Protocol Application** must be submitted for full IACUC review.

NS/ cka

ANIMAL USE PROTOCOL APPLICATION

University of North Texas Health Science Center at Fort Worth
Institutional Animal Care and Use Committee

1. ADMINISTRATIVE DATA

<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal: Previous Protocol #:		Filled out by IACUC office only Protocol #: IACUC-2019-0007 Approval Date: 5/3/2019 Expiration Date: 5/3/2022
Title of Project: Evaluation of Abuse Potential of Synthetic Cathinones and Other Substances that have Stimulant Effects or Synthetic Opioids using <i>In Vivo</i> Pharmacological Studies: Rat Subproject		
Principal Investigator: Michael B. Gatch, Ph.D.		
Department: Pharmacology and Neuroscience		
Telephone: x2062		Campus Mail Address: CBH-520
Fax: x0408		E-Mail: michael.gatch@unthsc.edu
Co-Principal Investigator:		
Department:		Campus Mail Address:
Telephone:	Fax:	E-Mail:
Funding Source: Department of Justice If federally funded, provide a copy of the vertebrate section of the grant N/A		
Application Date: 02/15/2019		

2. PI/COLLABORATORS/STUDENTS/OTHER PERSONNEL (Training & Qualifications)

Indicate by completing the following table the qualifications of investigators, professional, technical, or student personnel who will be overseeing or actually performing experimental procedure(s) with animals including all personnel who may have direct contact with animals and animal tissues. Indicate the individual's involvement in surgical procedures or euthanasia.

Name Degree, Certification, or Licensure	On Campus/ Office Phone Number	Emergency Contact Phone Number *at least 2 emergency contacts must be listed*	Date of most recent UNTHSC Training (IACUC use only)	Date of most recent MHQ (IACUC use only)	Experience with Species (years)	Experience with Procedure(s) (years)
Gatch, Michael	2092	817-913-6279	10/11	12/17	37	27
Forster, Michael	2062	817-600-3718	10/11	2/18	41	30
Flores, Elva	5170	817-737-8853	10/11	1/18	19	19
Shetty, Ritu	2422	281-300-1493	10/11	1/18	8	8
Taylor, Cynthia	5170	817-680-7928	10/11	12/17	27	27
,						
,						
,						
,						
,						

If an investigator, student, or technician listed in this protocol application is performing the procedure for the first time, describe the type of training (below) he/she will receive, the person(s) who will provide that training, and the qualifications of that person to provide such training.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

3. PEER REVIEW

Has or will this protocol undergo peer review and be evaluated for scientific merit and experimental design?

☒ Yes ☐ No

If **yes**, who provides peer review (.e.g., NIH/NIA, or the name of an individual if no review committee)?

Drug Enforcement Agency

If **no**, and the project is USDA category D or E or a USDA covered species a departmental review by the Department Chair will be required before IACUC review. The Department Chair must sign on assurances page verifying scientific validity. Has this protocol undergone Chair review? ☐ Yes ☐ No

If yes, who provided the review? _____

4. FUNDING INFORMATION

Is this Application associated with a grant? ☒ Yes ☐ No

If yes, list the title used on the Grant application to assure proper notification of the approval status to the funding agency. If you are submitting the application to more than one funding agency, you must submit a separate form for each to list each agency and the associated information. The grantee must be either the Principal Investigator or the Co-Investigator on the IACUC protocol. For federally funded projects, the PI must submit a copy of the vertebrate animal section of the grant with the IACUC application. Pending applications may be listed, however animal orders cannot be made until a pending grant application has been approved.

If no, and you do not require verification of approval for an outside funding source; you may list the fund source as "Departmental". The duration dates for departmentally funded projects **must not exceed three years**.

Principal Investigator on Grant: Michael B. Gatch, Ph.D.		
Funding Agency or Fund Source (one per page): Department of Justice/Drug Enforcement Agency		
Grant Title: Evaluation of Abuse Potential of Synthetic Cathinones and Other Substance that have Stimulant Effects using <i>In Vivo</i> Pharmacological Studies		
Grant or Project Duration Dates:	Beginning: 05/01/19	Ending: 04/31/2024
Animal Project Title:		
Program Project/Center Grant Director (if applicable):		
Contract/Grant Number: 15DDHQ19Q00000009 and 15DDHQ19Q00000012		
This application is (check one): <input checked="" type="checkbox"/> New <input type="checkbox"/> New Grant submitted to alternate funding agency* <input type="checkbox"/> New Grant that involves monies for salary or equipment support only. No monies are requested for animal studies. <input type="checkbox"/> Competitive Renewal * <input type="checkbox"/> Addendum/Modification * <input type="checkbox"/> Resubmission to funding agency* <input type="checkbox"/> IACUC Required Three Year Review*		* Previously Assigned Protocol:

5. Non-technical (Lay) Summary of Project

In the space below, please provide a brief nontechnical (lay) description of this project. The language used should be understandable to a non-scientist with a 9th grade education. Please avoid using medical/scientific terminology. This summary should include 1) an introductory statement of the purpose of and need for the studies, 2) descriptions of the animal use from start to endpoint (with a statement explaining that the animals will be humanely euthanized by approved methods), and 3) brief explanations of procedures, measures, and time courses of the experiments involving animals. The summary should include how discomfort, pain, or distress to the animals will be minimized. There is no word limit; nevertheless, the summary should be succinct, informative, and complete to facilitate review by a broad audience.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

This research involves a contract funded by the Drug Enforcement Administration (DEA). The goal of the project is to find out whether or not new methamphetamine-like or fentanyl-like street drugs should be controlled because of their potential for abuse. These goals will be accomplished by training rats to (i) recognize subjective effects produced by methamphetamine or fentanyl, (ii) self-administer methamphetamine.

In a drug discrimination (DD) procedure, male rats are motivated by food to identify the drug stimuli, and so their daily food is limited to that required to maintain a healthy weight throughout the studies (89% of their free-feeding weight at the beginning of the study). The DD training involves well-established procedures, placing the rats for up to 20 minutes in test chambers equipped with 2 levers mounted on one of the walls. The rats first learn to press either lever 10 times to earn a food pellet, and then are trained to press one of the levers when given drug and the other when given placebo. Once trained, the rats reliably indicate whether or not they received the drug (or a drug of similar effects) or placebo. Up to 50 sessions of this type (no more than 2 per day), each lasting an average of 10 minutes, are required for the rats to learn to accurately report the presence of the training drug. The amounts of each drug received by the rats during the training and testing sessions are not enough to produce addiction or to cause withdrawal symptoms; they are only given in amounts needed for the rats to detect the drug's effect. In a test of a new street drug, the new compound is given in place of the training drug either into the belly, under the skin, or via a tube to the stomach, and it is recorded whether or not the rats select the drug lever. Once trained, each rat is used in an average of 4 compound evaluations (of either type) with an average of 4.5 doses of a given test drug per evaluation. The rats are humanely euthanized by approved methods after 15 months on study.

Other groups of rats will be trained to lever press for food and self-administer methamphetamine or fentanyl, and DEA drugs will be tested for their ability to maintain self-administration on their own. The rats in these studies will first be trained to lever press for food and then have surgery to implant plastic tubes in a vein through which drug can be administered directly when the rats press a lever. Data are analyzed daily to ensure careful selection of test dosage to prevent adverse drug reactions. The rats will be observed for adverse reactions at 2-minute intervals following injection until placed into the experimental chambers. They will be observed once during the session itself, and once during the 30 minutes following the session, once daily by laboratory staff during feeding and at least once per day by DLAM staff. Discomfort, pain, or distress to the rats maintained under all protocols will be minimized through medication for pain or inflammation, anesthesia, or by other means as deemed necessary or appropriate by vivarium staff, and animals will be removed from studies based on the DLAM Criteria for Removing Animals from Study. The rats in the self-administration studies will be euthanized by approved methods after completion of the studies.

6. Animal Numbers & USDA Classification of Animal Use

In the chart, provide animal numbers per year, per animal use classification. This includes any pups bred or acquired in-house used in this study. These numbers must be consistent with the number of animals described in the justification. Please see below a description of each USDA pain category. If using more than one species, please include an Additional Species form for each species.

BREEDING: It is understood that the number of pups bred for studies can only be estimated. Please provide your best estimate based on the approximate number of pups needed for the study, pups that cannot be used, and breeders needed for cross-breeding or repopulating. These numbers must be consistent with the numbers provided in the breeding attachment and **SHOULD NOT INCLUDE ANY PUPS USED IN THE STUDY**. Pups must be counted as an individual the day of birth.

Species: Rat

Project Period * (1 year per line)			Number of Animals by Category:				Total number of animals	
Year	From (mo/yr)	To (mo/yr)	B	C	D	E	Total of animals per category/year	Total of animals per category/year
1	05/19	05/20		58	64	6	128	128
2	05/20	05/21		58	64	6	128	128
3	05/21	05/22		58	64	6	128	128
4	05/22	05/23		58	64	6		128
5	05/23	05/24		58	64	6		128
Total number of animals for procedures (<i>should be consistent with the number of animals described in the justification</i>):							Study Total 3yrs: 384	Study Total *5yrs: 640
Total number of animals used exclusively for breeding (not used for study). Including breeders and unusable pups:							Breeding Total 3yrs: 0	Breeding Total *5yrs: 0
TOTAL NUMBER OF ANIMALS:							Total 3yrs: 384	Total *5yrs: 640

**Include total anticipated period of project funding (grants beyond 3 years) and animal use. PHS policy stipulates that anticipated use of animals more than three years beyond approval date should be included, even though new IACUC approval will be required after three years.*

USDA Classification

Classification B: Animals being bred, conditioned, or held for use in teaching, testing, experiments, research, or surgery, but not yet used for such purposes.

Classification C: Animals upon which testing, research, experiments, or tests will be conducted involving no pain, distress, or use of pain-relieving drugs.

Classification D: Animals upon which experiments, teaching, research, tumor bearing experiments, surgery, or tests will be conducted which have the potential to cause pain or distress to the animals and for which appropriate anesthetic, analgesic, or tranquilizing drugs will be used to prevent this pain and distress.

Classification E: Animals upon which teaching, experiments, research, surgery, or tests will be conducted involving accompanying pain or distress to the animals and for which the use of appropriate anesthetic, analgesic, or tranquilizing drugs will adversely affect the procedures, results, or interpretation of the teaching, research, experiments, surgery, or tests.

6a. Justification for Classification E Animals (Required):

If you have Classification E animals, provide a justification below. Otherwise, skip to 7.

An explanation of the procedures producing pain or distress in these animals and the justification for not using appropriate anesthetic, analgesic or tranquilizing drugs must be provided. This information is required to be reported to the USDA, will be available from the USDA under the Freedom of Information Act, and may be publicly available through the internet via USDA's website. (NOTE: You do not need to provide this justification if you do not have Classification E animals.)

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

A material safety data sheet is provided with each compound that provides toxicity information. Because the compounds are intended as potential therapeutics, toxicity or discomfort to the rats is not an expected outcome in a given experiment. This work in this proposal is very similar to our NIDA project. Historically, 5% of compounds tested in the NIDA project have produced unintended toxicity at the highest dose tested. Accordingly, 5% of the rats have been assigned a USDA category E because they will experience brief unrelieved stress related to an adverse drug reaction, such as: death, convulsions, salivation, defecation, lacrimation, piloerection, Straub tail, stereotypic movements, ataxia, catalepsy or other events as listed in the DLAM Criteria for Removing Animals from Study. Procedures have been developed to avoid toxicities, including criteria for terminating studies based on decreases in response rate. Response rate usually decreases at doses lower than those which produce toxicities and therefore provides a sensitive measure for predicting the occurrence of toxicity. Experiments are terminated when the average rate of responding is less than or equal to 20% of control. Drugs that could interfere with drug discrimination or self-administration testing must be withheld briefly during the 20 min of testing. Rats experiencing adverse responses receive appropriate pharmacological intervention (e.g., diazepam for convulsions, eticlopride for stereotypic behavior). Discomfort, pain, or distress to the rats maintained under all protocols will be minimized through medication for pain or inflammation, anesthesia, or by other means as deemed necessary or appropriate by vivarium staff. Rats may be euthanized depending on the severity and duration of the adverse event. The rats are monitored at least daily by technical staff and at least daily by DLAM staff.

7. DOCUMENTATION / LITERATURE SEARCH

A literature search must be performed to prevent unnecessarily duplication of research projects/courses performed at this and/or other institutions, and to demonstrate that there are no alternatives (such as computer models, tissue culture, etc.) to the use of live animals.

Please complete both an AWIC search (www.nal.usda.gov/awic/) for alternatives AND complete a MEDLINE search (<http://www.ncbi.nlm.nih.gov/entrez/query.fcgi?DB=pubmed>) to rule out unnecessary duplication.

7a. Date of Literature Search: 03-05-2019

7b. Databases, Indexes or other sources used for review of literature: AWIC, PUBMED

7c. Years covered in review: 2016-2019

7d. Keywords: rat, drug discrimination, self-administration, psychostimulant, cocaine, methamphetamine, morphine, fentanyl.

Results of the Literature Search (Required of all protocols):

Provide a narrative description of the result of the literature search. **Include a Statement of Assurance that the literature was reviewed for non-animal or less sentient animal species to partially or fully replace animals (such as tissue culture, or insect model), and that this project is not unnecessarily duplicative of research projects/courses performed at this or other institutions.** This narrative should include adequate information for the IACUC to assess that a reasonable and good faith effort was made to determine the availability of alternatives or alternative methods. If the database search or other source identifies a valid alternative method (one that could be used to accomplish the goals of the animal use proposal), the written narrative should justify why this alternative was not used.

More Detailed Documentation Required for Classification D & E: If any procedures fall into USDA's Classification D or E, causing more than momentary or slight pain or distress to the animals, describe your consideration of alternatives and your determination that alternatives are not available. Delineate fully the methods and sources (7a-d above) used in the search. Alternatives include methods that (a) refine existing tests by minimizing animal distress, (b) reduce the number of animals necessary for an experiment, or (c) replace whole-animal use with in vitro or other tests. **When ascities production is used to produce antibodies, justification needs to be given** as to why in vitro systems cannot be used. You must certify that no valid alternative was identified to any described procedures which may cause more than momentary pain or distress, whether relieved or not.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

The search revealed no less invasive/less stressful alternatives to the use of animals for testing intraperitoneal injection of methamphetamine, cocaine, morphine, or fentanyl for testing of novel compounds for abuse or therapeutic potential. Operant procedures such as drug discrimination and self-administration were described in some sources as enrichment. The search included a review of the literature for non-animal or less sentient animal species to partially or fully replace rats in these studies. The test compounds are novel and results are, by definition, not duplicative. However, dose-response studies are routinely performed on the rats for these compound classes. This work is duplicative but justified based upon the need for an internal standard against which to evaluate the efficacy of novel compounds submitted to the Addiction Treatment Discovery Program. We have proposed the minimum number of rats per experiment based on power analysis. Because the studies are primarily for screening, we use fewer subjects than would typically be needed for mechanistic studies for publication. Use of fewer animals would fail to obtain reliable data.

Classification D; Catheterization for self-administration studies: Self-administration procedures are the definitive methods to determine whether animals will voluntarily take a drug, and predicts better than any other procedure whether people will abuse a drug. Some compounds are orally active and can be given for oral consumption; however, most compounds must be administered parenterally. Intravenous administration is the most reliable method and is the route of administration of many abused drugs.

Classification E: Over the past 25 years, approximately 5% of the animals experienced an adverse reaction to a test compound. These are usually unavoidable since most of the compounds tested are novel compounds -- not enough is known about the compounds to predict whether they will produce adverse effects or at what doses without testing them.

Note: Answer items 8 -24 separately for *each species* of animal to be used. If several species are involved, please use the Additional Species Form as necessary.

8. What species will you be using? Rat

8a. List the strain name(s): Sprague-Dawley

8b. List the source(s) of animals: Envigo

8c. List the age and/or weight of animals: 90 days, 275-300 g

8d. What is the maximum number of this species to be housed at one time? 144

8e. What sex is requested? ☒ Male ☐ Female ☐ Both

9. Special requirements for maintaining animals: ☒ Yes ☐ No

If yes, indicate the requirements below, such as enrichment, caging type, bedding, type of water and dietary requirements. If no, animals will be maintained according to the standard operating procedure of the animal facility (skip to 10).

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

-Caloric intake of the rats is limited to prevent weight gain, maintain good health, and maintain motivation for the operant procedures. The weight was determined to be Laboratory staff will feed the animals as described in Item 25b.

-Rats will be singly housed. We have found that after pair-housing for 5-6 months, rats develop a dominance hierarchy such that one rat becomes morbidly obese and the other starves, which alters their performance on the behavioral tasks and alters drug metabolism. Because we keep trained rats for up to 18 months of age, it is necessary to singly house the rats.

-Enrichment will not be provided by DLAM. There is substantial evidence in the scientific literature that the food- and drug-motivated behaviors tested in these studies are substantially altered by enrichment, thereby altering the results.

9a. Other special instructions for animal care staff:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

10. Will animals be individually identified (ear tag, microchip, etc.)? ☒ Yes ☐ No

If yes, describe method: Tail markings

11. Where will animal experiments be conducted? (building / room)

Non-surgical procedures RES 332, 346, 350

Terminal surgical procedures _____

Survival surgical procedures RES 346

Post-surgical care _____

Euthanasia DLAM

Breeding _____

11a. Will animals be outside of DLAM for more than 12 hours at a time?

☒ No ☐ Yes: Bldg & Rm # _____

If yes, please provide justification below. The facility/lab must meet satellite animal facility requirements and will be inspected by an IACUC representative before housing may begin.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

12. Instructions for treatment and disposition of animals (check all that apply):

Illness ☒ Call PI ☐ Treat ☐ Terminate
Death ☒ Call PI ☐ Necropsy ☐ Bag for disposal

13. Wild or exotic species ☐ Yes ☒ No

If, yes, Permits? ☐ Yes ☐ No

14. Restraint (Other than while under surgical plane of anesthesia):

14a. Will Manual restraint be used? ☒ Yes ☐ No

If yes, for how long? Duration: 4-10 s Frequency: 1-2 times daily, for the duration of the study.

14b. Will a restraint device be used? (chairs, slings, tethers, stanchions, metabolism cages or other devices) ☐ Yes ☒ No If yes, answer 14b-i – b-vii. If no, skip to 15.

14b-i. Method: _____

14b-ii. Duration: _____

14b-iii. Frequency: _____

14b-iv. Frequency of observation during restraining: _____

14b-v. Person(s) responsible for observation: _____

14b-vi. Were alternatives considered? ☐ Yes ☐ No: Explain in text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

14b-vii. What interventions will be given if an animal fails to adapt to the restraint device? Explain in text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

15. Anesthesia and Analgesia:

Will any procedures require anesthesia, analgesia, or neuromuscular blocking agents?

☒ Yes ☐ No If yes, answer 15a-b. If no, skip to 16.

15a. Person(s) administering agents: Cynthia Taylor

All personnel administering anesthesia and giving post-anesthesia care must first attend anesthesia/surgery training.

15b. If yes list method, dose, route, frequency, and duration:

	Drug	Dose mg/kg	Route	Frequency/Duration
Non-Surgical Procedure	pentobarbital	30-60	IV	check catheter patency when needed
	ketamine/midazolam	1 ml of 15%/15%	IV	check catheter patency when needed
Preoperative	Rimadyl	5 g	PO	1 day
	Isoflurane	5%	induction	5 min
Intraoperative	ketamine	60-80	IP	once
	xylazine	8-10	IP	once
	Isoflurane	2.5%	inhalation	During surgery
Postoperative	Rimadyl	5 g	PO	upon recovery from surgery and 1 day post
Neuromuscular blocking agents*				

- If neuromuscular blocking agents are used during the surgical procedure, a narrative for the justification of its use must be included below

16. Surgery: ☐ Survival ☒ Multiple Survival ☐ Terminal ☐ None (If none, skip to 17)

16a. Person(s) performing the surgery: _____

16b. Describe the surgical procedure(s) in the space below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

For the rats assigned to self-administration studies, a catheter (3.5 French polyurethane tubing) will be implanted in their right jugular vein. Isoflurane (2-5% inhalation) or ketamine (60-80 mg/kg, ip) and/or xylazine (8-10 mg/kg, ip) will be used for anesthesia. Isoflurane is given at 5% for 5 min for induction then lowered to 2.5-3% for maintenance. Rimadyl (one 5-g tablet) will be administered before and after surgery to minimize pain and inflammation. The level of anesthesia during surgery is monitored by the observation of withdrawal and corneal reflexes. The criteria for proceeding with surgery are: withdrawal in response to paw pinch is absent and corneal reflexes are absent or very depressed. Lacrelube ointment will be placed in each rats eyes. All surgeries are performed using aseptic technique. Surgical prep will include: Shave hair on anterior upper thorax and over dorsal neck, scapula region. Place animal in dorsal recumbant position and begin sterile surgical scrub to include alternate wipes with betadine scrub and alcohol (3 times) and finishing with a betadine solution. A small incision will be made over the right jugular vein. Subcutaneous connective tissue is cleared away by blunt dissection to expose the vessel, and a 5 mm section of the vessel is isolated. A loose ligature is placed caudally and the cranial end of the vein is ligated. A small incision is made between the ligatures into which the catheter is inserted. The catheter is secured by tying the loose ligature around the catheterized vessel. A small incision is made in the scapular region to serve as the exit site of the catheter, and the catheter is inserted through the incision and routed subcutaneously to the exit site. A stay suture is placed in the scapular area, and

the incision is closed. All internal sutures are 4-0 silk. Incisions are closed using 4-0 Polysorb absorbable sutures or wound clips. The animals are hydrated during surgery by continuous saline flush of the catheter. An additional 1-2 ml of saline is injected s.c. following surgery.

Because we use repeated-measures methods, we need to keep catheters open for long periods of time. These methods have the advantage of considerably reducing animal numbers; however, it sometimes becomes necessary to perform minor repairs of the catheters. This involves placing the rat under anesthesia so the technician can identify the reason for the lack of patency, and then repairing the catheter. Repairs could include reattaching tubing, re-anchoring tubing or catheters, repairing tubing, draining fluid, or if prior repairs have failed, then capping off the catheter and implanting one in the left jugular vein. Only one catheter placement will be made per jugular vein. We expect that no more than 25% of rats will require catheter repairs. We expect no more than 3 repairs on any particular rat, but the need for repairs has not been common, and the need for multiple repairs has been rare. The rats' rates of self-administration are typically observed for a week before attempting surgery, so the minimum time between repairs would be one week. These procedures are important because they will reduce the number of rats used and will reduce discomfort from faulty catheters. DLAM will be notified for repeat surgeries or repair catheters. All surgeries and repairs are documented on DLAM Surgery/Procedure Anesthesia Record forms.

16c. Describe the post-operative care (For survival procedures only. If terminal, skip to 16d.)

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

The animal will be placed on absorbent paper and warming pad and monitored following surgery for recovery from the anesthetic to the point where the rat can move around the cage (approximately 30 min). The rat will be administered one 5-g tablet of Rimadyl (to lessen postsurgical discomfort) then returned to the home cage in the animal facility. The animal will be monitored for general health 60 min and 120 min after being returned to the home cage and then twice daily. In particular, weight, grooming and proper healing of the incision will be noted. An additional dose of Rimadyl 5 g PO will be given the next day. Sutures/wound clips will be removed 7-10 days post-surgery.

16d. Will neuromuscular blocking agents be used? ☐ Yes ☒ No

If yes, describe below how and by whom animals will be monitored. Also, if neuromuscular blocking agents are used without general anesthesia, provide justification.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

16e. Under what circumstances will incremental doses of anesthetics / analgesics be administered?

If none, state this. Otherwise, describe below.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Isoflurane 4% for 5 min for induction, 2% for maintenance during surgery

17. Other invasive procedures (other than surgery, blood collection, catheterization, intubation)?

☐ Yes ☒ No

17a. If yes, please describe procedure below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

18. Blood/fluid collection:

Will blood and/or fluid need to be collected on live animals before euthanasia? ☐ Yes ☒ No
(If no, skip to 19.)

If yes, answer the questions below:

18a. Fluid collected: _____

18b. Method: _____

18c. Volume collected at one time: _____

18d. Frequency: _____

If necessary, describe the method in the text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

19. Food/water restriction:

Will food or water be restricted during the study? ☒ Yes ☐ No

If yes, explain what is restricted, how long the restriction will last, and a justification in the text box below:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Caloric intake of the rats is limited to prevent weight gain, maintain good health, and maintain motivation for the operant procedures. Prior studies have indicated that the ideal weight for male Sprague-Dawley rats that maximizes healthy lifespan and minimizes morbidity is 310-350 g. Laboratory staff will feed the animals as described in Item 25b.

20. Study Endpoints:

20a. Identify and explain the study endpoint that is both humane and scientifically sound. Include assessment criteria used:

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Humane endpoints: Loss of body weight (<280 g, or 84% of baseline weight; rats weighed twice weekly), self-mutilation, inactivity for more than 24 h.

Study endpoint: 10 synthetic opioid compounds evaluated as per contract statement of work.

20b. Describe the frequency of the animal observations: 2-minute intervals following injection until placed into the experimental chambers. Once daily in animal facility.

20c. Person(s) responsible for the observations: Michael Gatch, Elva Flores

NOTE: The individuals listed above must be trained to assess and recognize the humane endpoints.

20d. What response is required when the endpoint is reached:

☒ Euthanasia ☐ other:

21. Intervention for pain or distress:

Intervention for pain or distress can only be withheld for scientific reasons. Interventions may be needed for painful study procedure or for accidental injuries and infections. Please specify which interventions can and cannot be given. If one type is preferred over others, please explain in the text box below.

21a. What interventions are given?:

☐ analgesia ☒ euthanasia ☐ other: ☐ none

21b. Circumstances under which interventions are to be used:

☐ as stated in protocol ☒ as recommended by vet ☐ other:

21c. What interventions are withheld?:

☒ analgesia ☐ euthanasia ☐ other: ☐ none

(If interventions are withheld, please provide an explanation below why intervention is inappropriate):

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

Analgesia is withheld during test sessions because it would compromise experimental data.

22. Disposition of animals (check all that apply): ☒ euthanized ☐ other (explain below):

In the box below, describe method(s) for euthanasia; for drugs, give name, route and dose. Also, you must describe a second method of euthanasia via which death is assured (e.g., decapitation, removal of heart, pneumothorax).

22a. Person(s) performing the euthanasia: DLAM staff

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

DLAM staff will perform euthanasia by CO2 inhalation followed by bilateral thoractomy.

23. Hazards to personnel: ☐ Yes ☒ No

(Mark each applicable hazard and describe. If any are answered "yes", please proceed to 23a. Otherwise, skip to 24.)

- ☐ Radioisotope _____
- ☐ Carcinogen _____
- ☐ Biohazard _____
- ☐ Other _____

DLAM and the Safety Office (for radioactive and carcinogenic materials)/ Biosafety Officer (for biohazards) must be consulted regarding the use of hazards before approval of the protocol. Recommendations may be submitted in the text box below or as a separate document.

23a. Who did you consult with and on what date? Please provide any written correspondence concerning consultation.

Name of official(s) consulted: _____ Date(s) of consultation: _____

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

24. May body fluids or tissue from these animals be utilized by other investigators?

☐ **Yes** ☒ **No** (If yes, describe below.)

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

25. Summary and Judicious use of Animals: In the box below or in a separate document, give a detailed summary to describe your work to the IACUC. Please include and label (e.g., 25a.) each of the following:

25a. A brief description of the objective and significance of the proposed work, including the probable benefits of this work to human and/or animal health, the advancement of knowledge, or the good of society.

25a-i. For renewals, please provide a brief update on the progress made in achieving the specific aims of the protocol.

25b. A detailed description of all the procedures to which animals will be subjected.

25c. Your reason for selecting the species and justification of the number of animals proposed for use. The specific aims of the project should be described in sufficient enough detail to justify the number of animals requested even if animals are only used as a source of tissue for in vitro experiments. Address whether other animals, especially lower species, would be suitable for these studies.

20c-i. If transgenic animals are to be used, any expected effects of genetic manipulation should be described. If no effects are expected, this should be stated

NOTE: Insufficient justification for the number of animals requested is one of the principal reasons that proposals require revision. It is the responsibility of the PI to clearly describe all experimental groups and to justify why the number of animals to be used in each group is required. To accomplish this, the results of statistical analyses (power analyses) and/or references to previous work need to be presented.

25d. Describe your experience with the proposed animal model and manipulation.

25e. Provide an attached flow chart and/or graph detailing all procedures and animal numbers in sequential order based on aims and years of study. A flow chart which illustrates experimental design and required animal numbers is extremely helpful to reviewers.

This summary should not be a copy of a grant proposal, abstract, teaching syllabus, or reprint.

In this summary you should use language such that a scientist outside your field can understand it. Although not required, the use of tables may be very helpful to the members of the IACUC in understanding your project.

[Type text in the text box --- Spacing will adjust to accommodate the length of the narrative]

25a. Objective and significance of the proposed work, including the probable benefits of this work to human and/or animal health, the advancement of knowledge, or the good of society.

The goal of these experiments is to assess abuse potential of street drugs not yet classified as controlled substances. The studies will allow the Drug Enforcement Administration (DEA) to classify as illegal currently uncontrolled compounds synthesized purposefully for abuse. During the past year and half, we have evaluated 12 opioid compounds for the DEA under previously awarded contracts, and have trained rats to evaluate hallucinogenic compounds for the DEA. We have also tested more than 60 compounds for the DEA through our NIDA contract. This research has been used for public policy making by informing decisions of whether to control a drug and which schedule to place it, by informing the federal judiciary of sentencing guidelines for trafficking these drugs, and by determining in individual court cases whether a drug is hazardous.

25b. A detailed description of all the procedures to which animals will be subjected.

Housing.

Rats will be singly housed. We have found that after pair-housing for 5-6 months, rats develop a dominance hierarchy such that one rat becomes morbidly obese and the other starves, which alters their performance on the behavioral tasks and alters drug metabolism. Because we keep trained rats for up to 18 months of age, it is necessary to singly house the rats.

The rats' weight will be clamped at 330 ± 20 g for the duration of the studies. From studies conducted to determine ideal weight for rats during aging studies, we have determined that the ideal weight of about 330 g (310-350) results in the longest healthy lifespan with the least amount of morbidities.

Enrichment will not be added to home cages because it is well known to interfere with tasks of learning and memory including the substance abuse assays used in this proposal.

Drug discrimination (DD) procedure.

All drug discrimination studies are conducted according to protocols developed for the DEA methamphetamine. Compounds are tested for their ability to substitute (mimic) or antagonize the discriminative stimulus effects of the training drug. Each compound is tested using a group of six male rats trained to discriminate methamphetamine from a placebo using a two-lever choice methodology described in the protocols. A timeline for training and testing in each cohort of rats is depicted in Figure 1. Rats are maintained 1 per cage, under a weight-clamping feeding regimen such that a fixed body weight (neutral energy balance) is maintained which is 89% of ad libitum weight at approximately 2.5 months of age. This regimen prevents excessive weight gain and accumulation of body fat and thus serves to maintain health and control of motivation to seek food during testing sessions and does not produce indications of chronic stress or adversely affect the behavior or life span of the rats.

The rat groups will be trained to recognize methamphetamine or morphine based on the needs of the DEA program. A cohort of 32 rats can do up to 8 assessments, which is approximately the current annual throughput for DEA compounds. The number of rats will depend on the number of compounds authorized for evaluation (not stated in RFA). If additional compounds are authorized, then additional cohorts of rats will be trained. The training dose and pretreatment time of methamphetamine (1 mg/kg ip, 10 min) or of morphine (3.2 mg/kg, 15 min) do not produce indications of chronic stress or adversely affect the behavior or life span of the rats.

A group of rats receives drug discrimination training to a criterion of accurate performance (typical 60 training sessions: 30-vehicle and 30-drug), and they are subsequently used to determine whether or not a new compound will substitute for the training drug (e.g., has methamphetamine-like subjective effects). Compounds for evaluation are designated by DEA based upon chemical profiles obtained by other contract sites, and the results of locomotor activity testing at the current site. The rats are maintained

under the discrimination training for 15 months. Therefore, a new group of 32 rats is obtained from the vendor approximately once each year to replace the retiring group of trained rats.

A particular dose of a drug is evaluated in a special session designated as a “test session”. A flow-chart for the testing process is shown in Figure 2. Instructions for the type of “test” (substitution or antagonism), pretreatment time and starting dose are provided by the DEA Project Officer. Training sessions occur in a double alternating fashion, and the tests are conducted between pairs of identical training sessions (i.e., between either two saline or two drug training sessions). Tests occur only if, in the two preceding training sessions, rats meet the criteria of making 85% of their responses on the drug appropriate lever. Each test session lasts for twenty minutes, or until twenty reinforcers are obtained.

Detail of Discrimination Training. Food is available as a reinforcer each time a rat makes 10 responses on a lever designated as appropriate following a drug or placebo injection. For example, if the rat receives placebo, responding only on the right lever leads to reinforcement, but if the rat receives drug, only responding on the left lever leads to reinforcement. Half of the rat will be trained with the left lever as the drug lever, half will be trained with the right lever as the drug lever to control for potential left side/right side bias. All sessions are conducted daily (Monday through Friday) in standard, commercially available chambers (Coulbourn Instruments), using 45 mg food pellets (Bioserve) as reinforcers. The chambers are located in the University of North Texas Health Science Center, Addiction Science Laboratories (RES-332; 350).

Detail of Substitution tests. Compounds are considered for their ability to substitute for methamphetamine as measured by the percent drug appropriate responding during the session. Test compounds are considered to fully substitute if 80% or greater drug appropriate responding is obtained, whereas <80% or >20% responding is classified as partial substitution. Twenty percent or lower drug appropriate responding is considered as no effect. An ED50 value (dose yielding 50% drug appropriate responding) is calculated for agents yielding full substitution. For agents yielding partial substitution, the lowest dose yielding maximal drug appropriate responding is noted, as well as the percent drug-appropriate responding at that dose. Drug tests are performed with intraperitoneal injection, subcutaneous injection, or oral administration (direct delivery to the stomach via gavage) of the test compound as requested by the NIDA project officer. Drugs are injected using 27-G needles (or 16-G gavage needles) and a volume of 0.3 mL. Larger gauge needles (up to 22-G) are used for delivery of compounds requiring a viscous vehicle. Volumes of up to 1 mL may be injected i.p. or p.o., on a one-time basis, to achieve needed dose ranges for a test compound with limited solubility.

Self-Administration.

Rats will be trained to lever press for food and subsequently to self-administer (SA) methamphetamine, and NIDA drugs will be tested for their ability to maintain self-administration on their own. A timeline for the training and testing of each cohort of rats is shown in Figure 3. The rats will first be trained to lever press for food and then have surgery to implant catheters.

Subsequently, these rats will be trained to self-administer methamphetamine. The SA rats will be trained to press levers for food using the same procedures used for training drug discrimination. All rats that successfully learn to press levers for food will have a catheter implanted in their right jugular vein (described in Section 15). Catheters will be flushed daily with the heparinized saline, glycerol, Timentin solution after each session. Catheter patency will be checked as needed with a rapid onset dose of sedative such as pentobarbital (30-60 mg/kg, iv) or ketamine/midazolam (1 ml of 15%/15%). Animals will be monitored for recovery following catheter checks.

Methamphetamine SA training: Rats will be infused with 0.05 mg/kg (+)-methamphetamine, 15 min before the beginning of each training session. During the training session, infusions (0.1 ml) will last 1.5 s and deliver 0.05 mg/kg methamphetamine for each press on the active lever. Each infusion will be followed by a 20-s timeout to prevent overdose from too rapid self-administration. The number of

infusions and number of responses on the active and inactive levers will be recorded. Each session will last for 120 min or until 20 infusions have occurred. Once rats show 90% accuracy for the active lever and stable methamphetamine intake for 2 days, the lever press requirement to obtain an infusion will be increased to up to 5 presses per infusion. After each daily session, the animals will be returned to their home cage. Self-administration training will continue until a stable daily rate of methamphetamine-taking is obtained, whereupon the rats will be used in substitution testing. Rats will be used for a period of up to 40 weeks.

Following training, the rats will be used to evaluate whether DEA compounds will be self-administered in rats trained to self-administer methamphetamine (Figure 4). During the test session, rats will have the opportunity to receive infusions of test drug via the iv catheter instead of methamphetamine. The number of infusions and number of responses on the active and inactive levers will be recorded. This methodology allows us to answer whether the drug will be self-administered at a particular dose and how much of a particular dose rats will self-administer. We may also test the magnitude of the reinforcing effects of the test compounds using a progressive ratio instead of requiring 1 response for each infusion. A progressive ratio differs from the fixed ratio design in that the number of responses required to receive an infusion increases logarithmically with each infusion (i.e. 1 response for the first infusion, 2 responses for the second, 4 responses for the third, 6 responses for the fourth, etc.). This procedure allows us to determine the maximum number of responses a rat is willing to make in order to receive an infusion of a drug. The maximum number of responses the rat is willing to make is indicative of the magnitude of the reinforcing properties of a drug and the likelihood that the drug will engender compulsive use. The overall procedure will be the same as our previously established self-administration protocol with the exception of the response requirements (fixed ratio to progressive ratio) and the parameters leading to termination of the test session. The overall test session will last for a maximum of three hours, unless more than one hour elapses without an infusion of the drug, in which case the session will end at the completion of that hour. This methodology is necessary for determining whether potential treatments will reduce the reinforcing effects of the training drug and whether novel test compounds pose a significant risk for compulsive drug use. Eight rats will be used for 1 drug evaluation which will require rats to be on study for up to 40 weeks.

25c. Your reason for selecting the species and justification of number of animals used. Are other animals, especially lower species, suitable for these studies?

DEA has specified the use of rats for this project, in consultation with their science branch advisors. Rats are appropriate because they currently represent one of the phylogenetically lowest mammalian systems that can appropriately model human central nervous system functions pertinent to subjective drug effects. Although mice are capable of learning self-administration, the assay is highly difficult, due to the difficulty in maintaining catheter patency in such a small organism. Similarly, although mice are capable of learning drug discrimination, they are not favored in this application because a database establishing the predictive and construct validity for mouse discrimination does not currently exist. On the other hand, there is a large body of evidence suggesting that patterns of self-administration and drug discrimination among rats and human/non-human primates are nearly identical for all major classes of psychoactive drugs. It is expected that the current results would be readily reproducible in human volunteers.

DEA has contracted for a sample size of at least 8 rats per experimental group. In order to establish dose response relationships, the same group of 8 rats will be exposed to different doses of the drug on separate test days, with "washout" periods in between tests. The minimum sample size applicable to a drug discrimination experiment is 6 rats, which provided an acceptable level of "power" in accordance with the goals of the project to select only those compounds with effects of large magnitude. Based upon a test for equality of proportions, a power of 90% is associated with detecting full substitution in a study of 6 rats. However, power drops to less than 80% for partial substitution. Because of this, most discrimination

experiments described in the literature use 8-10 rats. The DEA data will be used for public policy decisions, so they have contracted for more than the minimum sample size to ensure that the data is replicable and robust.

It is anticipated that 8 methamphetamine-like and 8 morphine-like compounds per year need to be evaluated in the rat drug discrimination program. Because a given compound requires an average of 3-4 months for evaluation, it is anticipated that a cohort of 32 methamphetamine-trained and 32 morphine-trained rats must be in use at any given time. Because rats are used for approximately 15 months, and because training takes approximately 3 months, new cohorts of rats will be started each year. This will result in a 3-month overlap, during which the old rats are completing testing and the new rats are still in training. This will ensure that there is a continuous supply of trained rats for testing compounds. However, assuming this level of activity, a maximum of 64 new rats will be purchased and used each year for discrimination studies, 32 for methamphetamine training and 32 for morphine training.

DEA has specified 8 rats per group for the methamphetamine self-administration studies, based on published literature and preliminary data from our testing site. We anticipate to complete up to 8 assessments each year, which would require 8 groups of 8 rats (64 total). Depending on the patency of the catheter, a rat may be used to assess more than one compound, so the number of rats may be smaller than anticipated. It may be possible to diminish the number of rats used in SA studies, once the anticipated effect size becomes known through study of standard compounds. These studies have not yet been completed.

The maximum number of rats to be used each year for both protocols would be 128 (64 + 64).

USDA category of this research.

Approximately 64 of the 128 rats to be used each year have been assigned USDA category D, because they will receive surgery to implant catheters that requires anesthesia and analgesia. The catheter implantation is necessary to conduct self-administration studies.

Further, approximately 6 of the 128 rats to be used each year have been assigned USDA category E, because they will experience brief unrelieved stress related to an adverse drug reaction, as indicated by one of the following: death, convulsions, salivation, defecation, lacrimation, piloerection, Straub tail, stereotypic movements, ataxia, or catalepsy. Every attempt is made to avoid elicitation of these responses by perusal of the response-rate of the rats in the experimental chambers, which is a predictor of adverse responses to higher doses. The response rate data are analyzed daily to ensure judicious selection of test dosage and prevention of adverse drug reactions. The rats will be observed for adverse reactions at 2-minute intervals following injection until placed into the experimental chambers. Thereafter they will be observed once during the session itself, and once during the 30 minutes following the session. All rats are fed by laboratory staff once daily and are also observed for adverse reactions at this time. Once detected, an adverse reaction is monitored until it is resolved. Rats experiencing adverse responses receive appropriate pharmacological intervention (e.g., diazepam for convulsions, eticlopride for stereotypic behavior). Alternatively, rats may be euthanized depending on the severity and duration of the adverse event. The numbers assigned category E are based on their actual incidence as reported to NIDA over a 15-year period of this program.

25d. Describe your experience with the proposed animal model and manipulation.

The PI has more than 25 years of experience designing and conducting studies of abused substances. The research staff have all conducted these types of abuse liability studies for the DEA and/or NIDA for 8 years or more. The staff have participated in our long-running NIDA contract and contributed to our completed DEA contract and the two on-going DEA contracts, evaluating more than 60 compounds for their abuse liability.

25e. Flow charts

Evaluation of Abuse Potential of Synthetic Cathinones and Other Substance that have Stimulant Effects using In Vivo Pharmacological Studies

Michael B. Gatch

Figure 1. Timeline for training and testing of drug discrimination subjects.

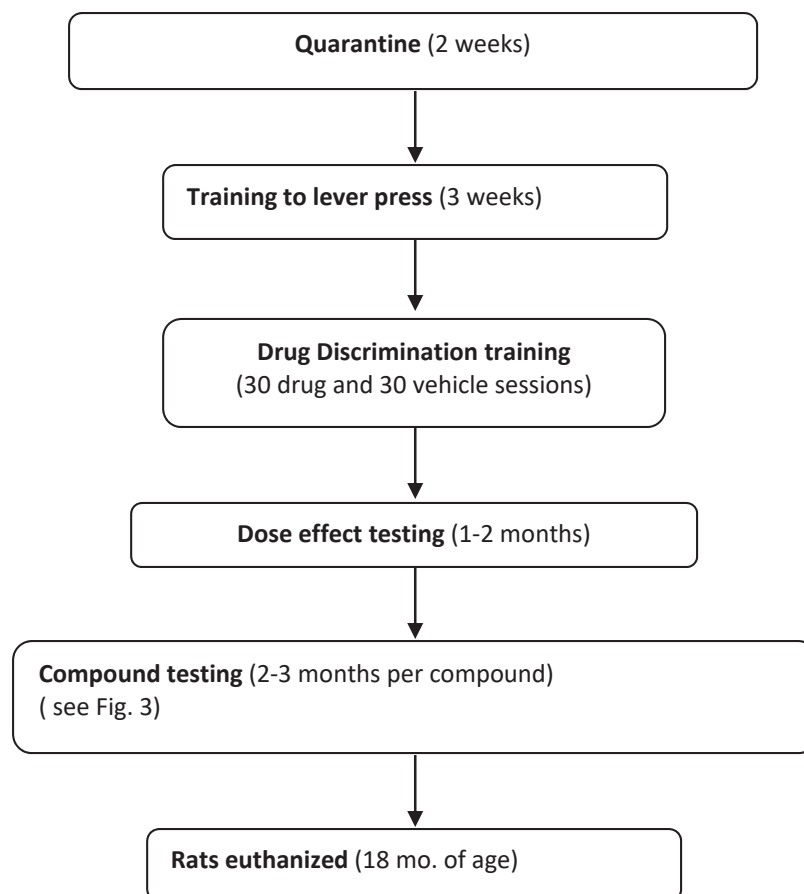


Figure 2. Procedure for drug discrimination compound evaluations.

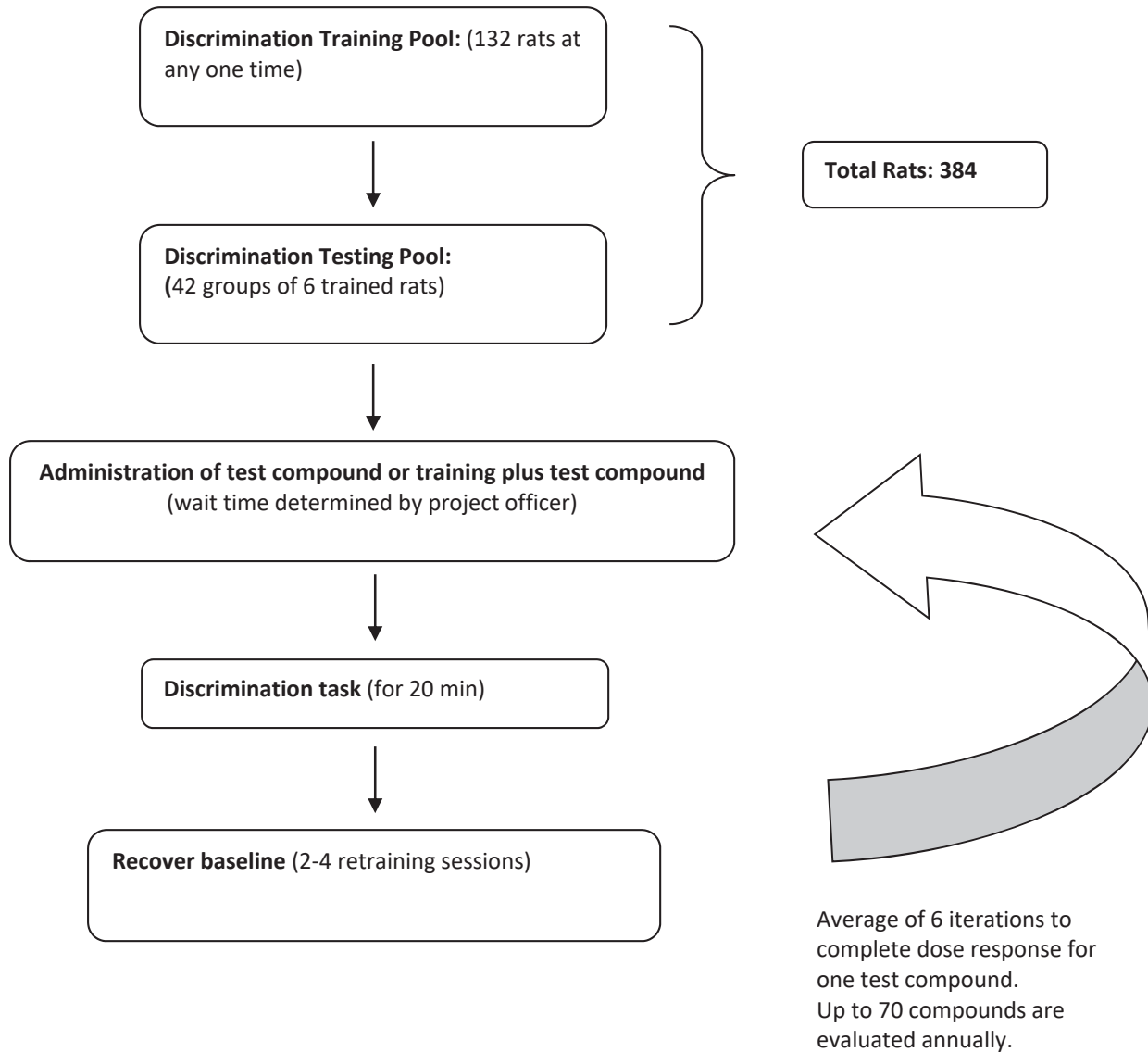


Figure 3. Timeline for methamphetamine self-administration studies.

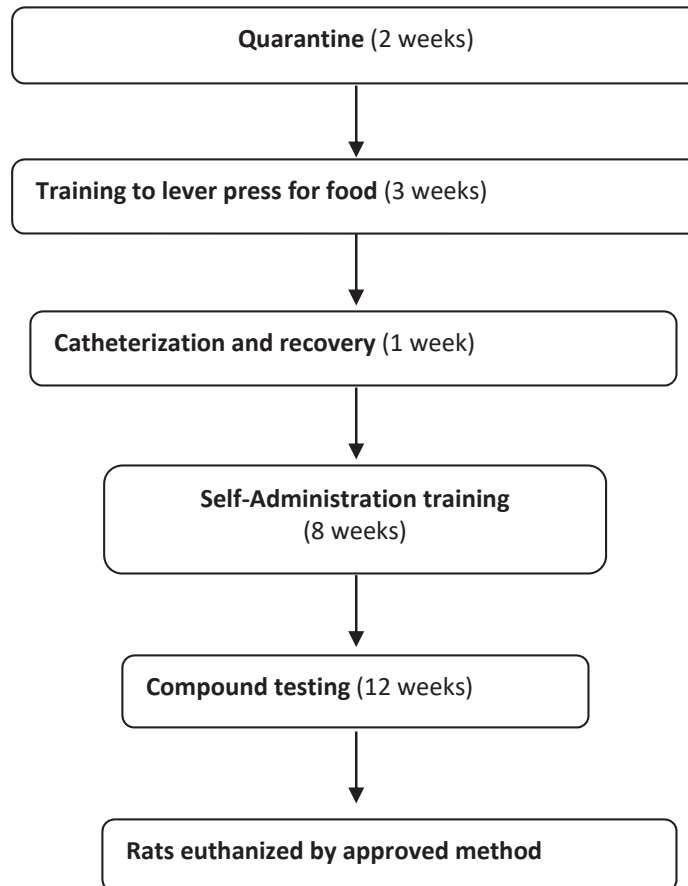
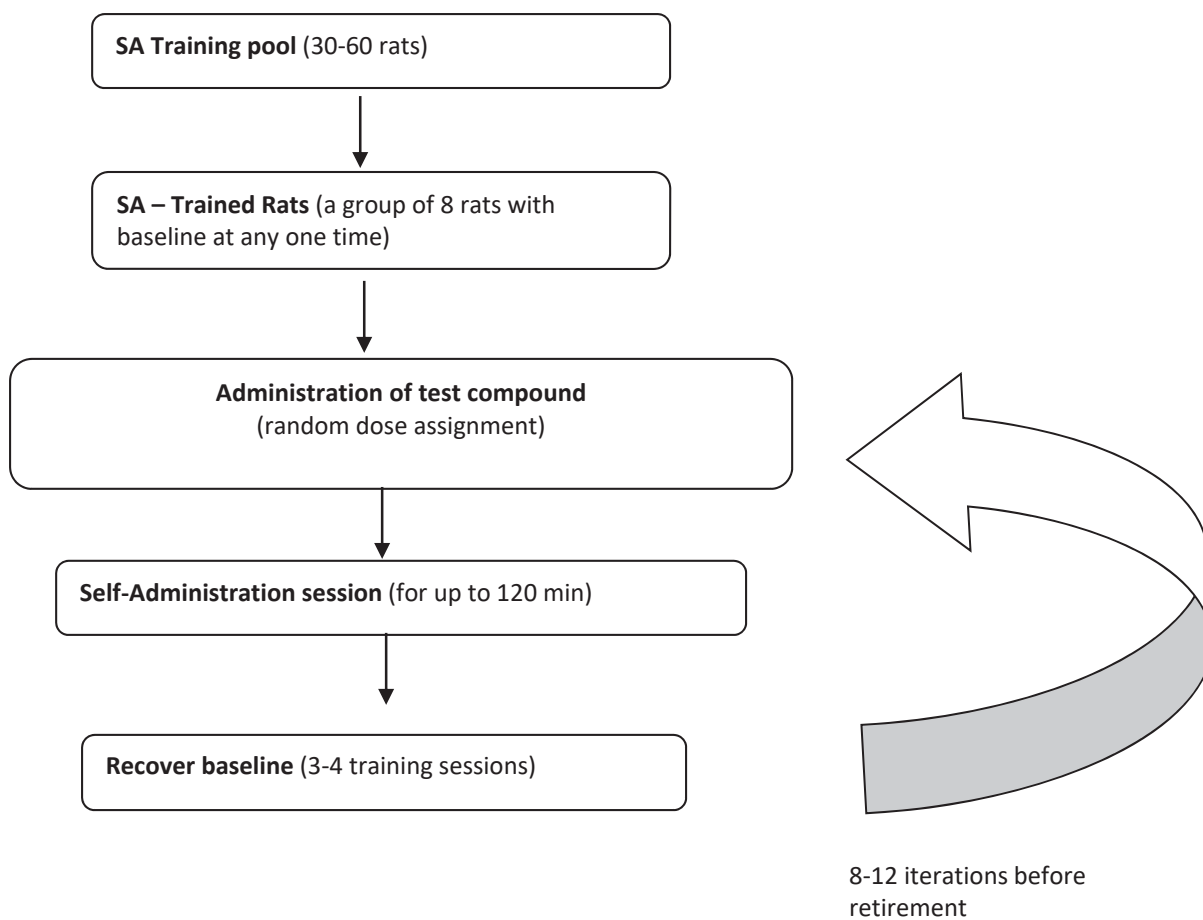


Figure 4. Procedure for methamphetamine self-administration evaluations



PRINCIPAL INVESTIGATOR ASSURANCES (Signify by initialing each box)
ALL ASSURANCES MUST BE INITIALED BY PRINCIPAL INVESTIGATOR BEFORE SUBMISSION TO IACUC

1. I have a working knowledge of the PHS "Guide for the Care and Use of Laboratory Animals" and the USDA "Title 9 Animal Welfare Act" and its revisions. ☒ *WJ*
2. The proposed work does not unnecessarily duplicate previous experiments, based upon search results described in question 7. ☒ *WJ*
3. All personnel involved in this project have been trained in the procedure to be used or will be training before performing procedures. ☒ *WJ*
4. I and all personnel on the project have read any pertinent safety information, IACUC requirements, and security procedures (See Vivarium Director) ☒ *WJ*
5. I shall be responsible for maintaining records of all animals used and the procedures carried out. ☒ *WJ*
6. Any discomfort, distress or pain that may be associated with this research will be held to the absolute minimum. ☒ *WJ*
7. Alternatives to any procedures that may cause pain or discomfort have been considered. ☒ *WJ*
8. **Controlled Substances** ☒ Yes ☐ No
 If yes, please: I am responsible for procurement, storage, administration, and record keeping for all controlled substances. ☒ *WJ*
9. **Non-pharmaceutical Grade Compounds** ☒ Yes ☐ No
 If yes, please initial: I have read and understand the IACUC's policy regarding the use of NPGC's in animals. NPGC's will only be used for projects with scientific justification, when acceptable pharmaceutical compounds are unavailable, and with prior IACUC approval. ☒ *WJ*

As Principal Investigator and/or Co-Principal Investigator, I am aware that I have the ultimate responsibility, on a day-to-day basis, for the proper care and treatment of the laboratory animals. I agree to adhere to all federal, state and local laws and regulations governing the use of animals in teaching and research. I further assure the University of North Texas HSC IACUC that the minimal number of animals will be used for the project and that every possible step will be taken to minimize stress or pain to the animals.

I will submit appropriate annual review forms for this project, and obtain formal approval of the Committee prior to implementation of any changes in this protocol.

Michael J. Williams
 Principal Investigator/Course Director

3/5/19
 Date

 Co-Principal Investigator/Course Director

 Date

Departmental Approval

To be completed for all animal research supported by departmental or non-peer reviewed funding. The Department Chair must read the protocol and sign below to verify department approval before IACUC approval will be granted.

"I have read the Animal Use Protocol Application and find this research to be appropriate in design and that the investigator is competent to perform (or supervise) this study. My signature below denotes departmental approval of this study as submitted"

 Department Chair/Peer Reviewer

 Date



U. S. Department of Justice
Drug Enforcement Administration
Office of Acquisition & Relocation Management
8701 Morrisette Drive
Springfield, VA 22152

www.dea.gov

University of North Texas
ATTN: Lori O'Neal
3500 Camp Bowie Blvd.
Forth Worth TX, 76107

APR 30 2019

Subject: Blanket Purchase Agreement: 15DDHQ19A00000009

Dear Ms. O'Neal:

Congratulations, the Drug Enforcement Administration (DEA) has awarded the subject Blanket Purchase Agreement to your University. **Please acknowledge receipt of this order by email by completing the acceptance below and returning this page to Contract Support Specialist, Jacqueline Schottler, via e-mail at Jacqueline.P.Schottler@usdoj.gov. Please sign and return the vendor signature page of the Blanket Purchase Agreement Document.** If you have any questions concerning this matter, please contact Jacqueline directly at (202) 598-2289.

Sincerely,

John Girard
Contracting Officer
Office of Acquisition & Relocation Management

Acknowledgement Certification:

I hereby acknowledge acceptance of the above subject Order.

Andrea Anderson Executive Director, OSP

Print Name and Title

DocuSigned by:

6/7/2019

Signature Date

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/10/2019		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. 15DDHQ19A00000009		4. REQUISITION/REFERENCE NO. D-19-OD-0078		a. NAME OF CONSIGNEE DEA	
5. ISSUING OFFICE (Address correspondence to) DEA Attn: Office of Acq & Relo Mgmt (FA) 8701 Morrisette Drive Springfield, VA 22152 Jacqueline Schottler (O) 202-598-8829 Jacqueline.P.Schottler@usdoj.gov				b. STREET ADDRESS Attn: Diversion Control Division(DC), 8701 Morrisette Drive	
c. CITY Springfield		d. STATE VA	e. ZIP CODE 22152		
f. SHIP VIA					
7. TO:					
a. NAME OF CONTRACTOR UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH				8. TYPE OF ORDER	
b. COMPANY NAME DUNS: 110091808				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 3500 CAMP BOWIE BLVD				<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.	
d. CITY FORT WORTH		e. STATE TX	f. ZIP CODE 76107-2699		
9. ACCOUNTING AND APPROPRIATION DATA See Lines					
10. REQUISITIONING OFFICE					
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input 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 <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					
12. F.O.B. POINT Destination					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			05/01/2019	
				16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the attached Blanket Purchase Agreement number 15DDHQ19A00000008 and Quote dated February 15, 2019.					
	See Continuation Sheet(s)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME DEA						\$0.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: Diversion Control Division(DC), Invoice.Diversion@usdoj.gov							
	c. CITY Springfield			d. STATE VA	e. ZIP CODE 22152			
22. UNITED STATES OF AMERICA BY (Signature) JOHN GIRARD Digitally signed by JOHN GIRARD Date: 2019.06.07 15:32:50 -04'00'							23. NAME (Typed) Girard, John C. TITLE: CONTRACTING/ORDERING OFFICER	

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Drug Discrimination (monthly maintenance of training drugs) Assay Cost Line Period of Performance: 06/10/2019 - 06/09/2020 Base Period	0.000000		\$4,237.9900	\$0.00
0002	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost Line Period of Performance: 06/10/2019 - 06/09/2020 Base Period	0.000000		\$0.0000	\$0.00
0003	Drug Discrimination of test drug Assay Cost Line Period of Performance: 06/10/2019 - 06/09/2020 Base Period	0.000000		\$2,097.8100	\$0.00
0004	CLIN 0004 Drug Discrimination of test drug Incidental Cost Line Period of Performance: 06/10/2019 - 06/09/2020 Base Period Locomotor Activity Assay Cost	0.000000		\$73.0000	\$0.00
0005	Line Period of Performance: 06/10/2019 - 06/09/2020 Base Period Locomotor Activity Incidental Cost	0.000000		\$3,972.8100	\$0.00
0006	Line Period of Performance: 06/10/2019 - 06/09/2020 Base Period Drug Cost - Not to Exceed	0.000000		\$73.0000	\$0.00
0007	Line Period of Performance: 06/10/2019 - 06/09/2020 Base Period Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000		\$500.0000	\$0.00
1001	Line Period of Performance: 06/10/2020 - 06/09/2021 Base Period Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000		\$4,237.9900	\$0.00
1002	Line Period of Performance: 06/10/2020 - 06/09/2021 Base Period Drug Discrimination of test drug Assay Cost	0.000000		\$0.0000	\$0.00
1003	Line Period of Performance: 06/10/2020 - 06/09/2021 Base Period	0.000000		\$2,097.8100	\$0.00

1004	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/10/2020 - 06/09/2021			
	Base Period			
1005	Locomotor Activity Assay Cost	0.000000	\$3,972.8100	\$0.00
	Line Period of Performance: 06/10/2020 - 06/09/2021			
	Base Period			
1006	Locomotor Activity Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/10/2020 - 06/09/2021			
	Base Period			
1007	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/10/2020 - 06/09/2021			
	Base Period			
2001	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000	\$4,237.9900	\$0.00
	Line Period of Performance: 06/10/2021 - 06/09/2022			
	Base Period			
2002	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000	\$0.0000	\$0.00
	Line Period of Performance: 06/10/2021 - 06/09/2022			
	Base Period			
2003	Drug Discrimination of test drug Assay Cost	0.000000	\$2,097.8100	\$0.00
	Line Period of Performance: 06/10/2021 - 06/09/2022			
	Base Period			
2004	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/10/2021 - 06/09/2022			
	Base Period			
2005	Locomotor Activity Assay Cost	0.000000	\$3,972.8100	\$0.00
	Line Period of Performance: 06/10/2021 - 06/09/2022			
	Base Period			
2006	Locomotor Activity Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/10/2021 - 06/09/2022			
	Base Period			
2007	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/10/2021 - 06/09/2022			
	Base Period			
3001	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000	\$4,237.9900	\$0.00
	Line Period of Performance: 06/10/2022 - 06/09/2023			
	Base Period			
3002	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000	\$0.0000	\$0.00
	Line Period of Performance: 06/10/2022 - 06/09/2023			
	Base Period			

3003	Drug Discrimination of test drug Assay Cost	0.000000	\$2,097.8100	\$0.00
	Line Period of Performance: 06/10/2022 - 06/09/2023			
	Base Period			
3004	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/10/2022 - 06/09/2023			
	Base Period			
3005	Locomotor Activity Assay Cost	0.000000	\$3,972.8100	\$0.00
	Line Period of Performance: 06/10/2022 - 06/09/2023			
	Base Period			
3006	Locomotor Activity Incidental Cost	0.000000	\$73.0000	\$0.00
	Drug Cost - Not to Exceed			
	Line Period of Performance: 06/10/2022 - 06/09/2023			
	Base Period			
3007	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/10/2022 - 06/09/2023			
	Base Period			
4001	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000	\$4,237.9900	\$0.00
	Line Period of Performance: 06/10/2023 - 06/09/2024			
	Base Period			
4002	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000	\$0.0000	\$0.00
	Line Period of Performance: 06/10/2023 - 06/09/2024			
	Base Period			
4003	Drug Discrimination of test drug Assay Cost	0.000000	\$2,097.8100	\$0.00
	Line Period of Performance: 06/10/2023 - 06/09/2024			
	Base Period			
4004	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/10/2023 - 06/09/2024			
	Base Period			
4005	Locomotor Activity Assay Cost	0.000000	\$3,972.8100	\$0.00
	Line Period of Performance: 06/10/2023 - 06/09/2024			
	Base Period			
4006	Locomotor Activity Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/10/2023 - 06/09/2024			
	Base Period			
4007	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/10/2023 - 06/09/2024			
	Base Period			
Base Total:				\$0.00
Exercised Options Total:				\$0.00
Unexercised Options Total:				\$0.00
Base and Options Total:				\$0.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$0.00	DEA-2019-DXD-DC-2900000-DCF-G3-ENF-25211-HDQ-2930310-2019
		TOTAL: \$0.00	

**DRUG ENFORCEMENT ADMINISTRATION
OFFICE OF ACQUISITION & RELOCATION MANAGEMENT
BLANKET PURCHASE AGREEMENT**

**Evaluation of Abuse Potential of Synthetic Cathinones and Other Substances that have
Stimulant Effects Using In Vivo Pharmacological Studies**

15DDHQ19A00000009

Contractor:

**University of North Texas
3500 Camp Bowie Blvd.
Fort Worth, TX 76107**

Government:

**Drug Enforcement Administration
Office of Acquisition Management
8701 Morrisette Drive
Springfield, VA 22152**

I. DESCRIPTION OF AGREEMENT

This is a Blanket Purchase Agreement (BPA) between the Drug Enforcement Administration (DEA) and the University of North Texas Health Science Center for the Evaluation of Abuse Potential of Synthetic Cathinones and Other Substances that have Stimulant Effects Using In Vivo Pharmacological Studies. Which the Contractor may be in a position to provide the Government, if and when requested by the Contracting Officer, or authorized representative, commencing from the effective date of the BPA, until canceled by either party, however, not to exceed a maximum of sixty (60) months from the effective date. Call orders will be initiated on an as needed basis. The services that will be purchased and performed under the BPA are described in the attached Optional Form 347. The contractor shall furnish the services identified if and when requested by a Contracting Officer who is duly warranted by DEA to authorize the expenditure of funds during the period of performance of this BPA.

II. Background

The Drug Enforcement Administration's (DEA) Diversion Control Division (DC), Drug and Chemical Evaluation Section is responsible for evaluating drugs and chemicals to determine whether these substances have abuse potential. These evaluations are used by DEA to support its domestic scheduling activities. In order for DEA to determine the abuse potential of drugs and chemicals, pharmacological, medical, epidemiological, and other scientific data for these drugs, when necessary, are needed to initiate the administrative procedure to place these substances under regulatory control according to the guidelines of the Controlled Substances Act (CSA).

III. TERM OF AGREEMENT

The BPA period of performance for services described herein is established for 60 months starting from June 10, 2019.

IV. EXTENT OF OBLIGATION

This BPA **does not** obligate any funds. The Government is obligated under this BPA only to the extent of call orders placed by authorized DEA representatives against this agreement.

V. PRICING INFORMATION

The prices charged to the Government for all (**calls**) made under this Agreement shall be as low as, or lower than, those charged to the suppliers most favored customer, in addition to any discounts for prompt payment. The Contractor agrees that the supplies furnished under this BPA shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies.

VI. CALL LIMITATION FAR 13.303-5(b)(1)

No single call placed under this Agreement shall not exceed the \$7 million limitation for individual purchases. Individuals with ordering authority are shown in the following paragraph. Requirements shall not be split for the purpose of staying under the simplified acquisition threshold or individual's delegated limits of authority.

VII. INDIVIDUALS AUTHORIZED TO PLACE CALLS AND DOLLAR LIMITATIONS

The individuals authorized to place calls under this Blanket Purchase Agreement, and the Limits of their purchase authority are shown below:

Unlimited:

OFFICE OF ACQUISITION AND RELOCATION MANAGEMENT (FA)

VIII. ORDERING PROCEDURES

This BPA is intended to allow ordering from multiple Contracting Offices within the Drug Enforcement Administration. When this occurs, the contractor is directed to email the Contract Specialist within DEA HQ office of Acquisition & Relocation management to ensure that the order quantity and amount are recorded to ensure the BPA does not exceed the maximum order threshold.

- (a) **All efforts under this BPA shall be performed in response to fully executed Call Orders.** Each Call Order will be issued in writing (e-mail issuance is permissible with receipt and acceptance response required from the contractor) by the cognizant Contracting Officer using Standard Form 1449 or Optional Form 347. The original Call Order will be submitted to the Primary contact listed in the Attachment 4 clause entitled "Contract Administration Points of Contact." It is the contractor's responsibility to ensure that a written order is prepared in order that subsequent invoices may be properly processed and paid in a timely manner. Failure to submit a copy of the written

call order with the invoice may result in the contractor not being paid for work performed.

(b) At a minimum, Call Orders will contain the following information:

1. Date of the order;
2. Contract and Call Order number; Contract line item number and description, quantity, and unit price;
3. Description of the services to be performed;
4. Delivery or completion date;
5. Place of delivery or performance;
6. Shipping and packaging instructions (if applicable); and
7. Accounting and appropriation data.

(c) Call Orders may be issued by any properly warranted DEA HQ. No orders under this BPA shall be accepted or honored from any Government agency other than DEA. The duly warranted DEA Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed BPA can be incurred before receipt of a fully executed call order, or specific authorization from the Contracting Officer.

(d) Any questions or clarifications regarding a unilaterally issued Call Order must be addressed prior to commencement of work. The contractor will not receive financial compensation for effort performed that is not in accordance with the requirements of the Call Order.

IX. DELIVERY TICKET

All shipments under this BPA shall be accompanied by delivery tickets or sales slips prepared in triplicate which shall contain the following information:

- Name of Contractor
- BPA Number
- Date of Call
- Call Number
- Itemized list of supplies or services furnished
- Quantity, unit price and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated system, provide that the invoice is itemized to show this information)
- Date of delivery or shipment

X. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence on the part of the Government. For additional information on Inspection and Acceptance requirements see FAR 52.246-4, Inspection of Services-Fixed Price.

XI. COMMERCIAL WARRANTY

The contractor agrees that the supplies or services furnished under this BPA shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services.

XII. PAYMENT AND BILLING INSTRUCTIONS

The Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail addresses: **Invoice.Diversion@usdoj.gov ; Cassandra.Prioleau@usdoj.gov ; Jacqueline.P.Schottler@usdoj.gov** - (This section will be completed at the time individual BPA calls are provided. 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 (5pm Local), or the next business day if the invoice arrives outside of normal business hours. Scanned documents with original signature in pdf or other graphic formats attached to the e-mail are acceptable. Digital/Electronic signature and certificates cannot be processed by the DEA will be returned.

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

- (1) **BPA and Order or Call Number;**
- (2) **Total/cumulative charges for the billing period;**
- (3) **Dates upon which items/services were delivered;**
- (4) **The Contractor's Taxpayer Identification Number (TIN); and**
- (5) **A statement signed by a responsible official of the concern substantially similar if not identical to the**

XIII. ADDITIONAL INFORMATION

- (a) The terms and conditions included in this BPA apply to all purchased made pursuant to it. In the event of an inconsistency between provisions of this BPA and the contractor's invoice, the provision of this BPA will take precedence.
- (c) The DEA reserves the right to review and renegotiate the term and conditions of this Agreement at any time during the term of this BPA.

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

Contractor's Signature

Date

Printed Name/Title/Company


Phone Number

Invoices will be rejected if they do not display/open/execute properly, are not legible, or if they do not contain the required information or signatures for processing.

Any proposal for modification(s) of this BPA shall be submitted to the Contracting Officer:

Drug Enforcement Administration
Officer of Acquisition & Relocation Management
Attn: John Girard
8701 Morrisette Drive
Springfield, VA 22152

CONTRACTOR AUTHORIZED OFFICIAL:

DocuSigned by:

5F774E3EB0FA4FC1
University of North Texas Health
Science Center

6/7/2019

Date

GOVERNMENT AUTHORIZED OFFICIAL:
JOHN
GIRARD
Digitally signed by
JOHN GIRARD
Date: 2019.06.07
15:32:19 -04'00'

John Girard
Contracting Officer

Date

DS
MGP

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html#wp372482>.

(End of clause)

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

- | | | |
|-------------------------------------|----------------|--|
| <input type="checkbox"/> | 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) |
| <input type="checkbox"/> | 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) |
| <input type="checkbox"/> | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) |
| <input type="checkbox"/> | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| <input type="checkbox"/> | 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) |
| <input checked="" type="checkbox"/> | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| <input type="checkbox"/> | 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) |
| <input checked="" type="checkbox"/> | 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) |
| <input type="checkbox"/> | 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) |
| <input type="checkbox"/> | 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES, IN ALL SOLICITATIONS AND CONTRACTS (JUL 2018) |
| <input type="checkbox"/> | 52.207-5 | OPTION TO PURCHASE EQUIPMENT (FEB 1995) |
| <input type="checkbox"/> | 52.209-12 | CERTIFICATION REGARDING TAX MATTERS (FEB 2016) |
| <input checked="" type="checkbox"/> | 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) |
| <input type="checkbox"/> | 52.212-4 ALT I | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) WITH ALTERNATE I (JAN 2017) |
| <input checked="" type="checkbox"/> | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2018) |

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

(1) 52.203-19, Prohibition on Requiring Certain Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (Executive Order 13658).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
 - ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) (15 U.S.C. 657a).
 - ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Nov 2011).
 - ☐ (iii) Alternate II (Nov 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
 - ☐ (v) Alternate IV (AUG 2018) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 - ☒ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - ☒ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O. 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O. 13423).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

- ☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).
- ☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
 - ☐ (iii) Alternate II (FEB 2006) of 52.247-64.

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

[Contracting Officer: check as appropriate.]

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- ☐ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67, et seq.).
- ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67, et seq.).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67, et seq.).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67, et seq.).
- ☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509)).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) ☒ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) ((Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
☐ (B) Alternate I (Mar 2015) of 52.222-50 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

- ☐ **52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**
***fill-in information in paragraph (d); enter agency point of contact name, phone #, and e-mail address ***

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

- ☐ 52.225-8 DUTY-FREE ENTRY (OCT 2010)
- ☐ 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- ☒ 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

52.227-14 Rights in Data General, Alternate IV (Dec 2007). As prescribed in 27.409(b)(5), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c) Copyright-(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

DEA-2852.239-70 SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA (AUGUST 2012)

(a) Systems Security. The work to be performed under this contract requires the handling of data that originated within the Drug Enforcement Administration (DEA)/U.S. Department of Justice (DOJ), data that the contractor manages or acquires for the DEA/DOJ, and/or data that is acquired in order to perform the contract and concerns DEA/DOJ programs or personnel. For all systems handling such data, the Contractor shall comply with all security requirements applicable to DEA/DOJ systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST) DOJ IT Security Standards, and DOJ Order 2640.2F.

The Contractor shall provide DEA/DOJ access to and information regarding the contractor's systems when requested by the DEA/DOJ in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DEA/DOJ access shall include independent validation testing of controls, system penetration testing by DEA/DOJ, FISMA data reviews, and access by the DEA Office of the Chief Inspector/DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the Contracting Officer (CO) certifying the following requirements:

- (1) Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 validated product;
- (2) The Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
- (3) Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
- (4) The Contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been sanitized within 90 days or its use is still required. All DEA/DOJ information is sensitive information unless designated as non-sensitive by the Department.
- (5) Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DEA/DOJ data, shall not be removed from DEA/DOJ facilities unless encrypted using a NIST FIPS 140-2 validated product;
- (6) When no longer needed, all removable media and laptop hard drives shall be sanitized in accordance with security requirements applicable to DEA/DOJ;
- (7) The Contractor shall keep an accurate inventory of devices used on DEA contracts;
- (8) Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information; and

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

(9) All DEA/DOJ data will be removed from Contractor-owned laptops upon termination of contract work. This removal must be accomplished in accordance with the manner prescribed in the DOJ IT Security Standard - Version 1.4 (March 2011). Certification of data removal will be performed by the contractor's project manager and a letter confirming certification shall be delivered to the CO within 15 days of termination of contractor work.

(b) **Data Security.** By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph (a), in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DEA CO and the Contracting Officer's Representative (COR).

If the data breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, the Contractor shall notify the Cybersecurity Operations & Response Center, Validation, Integrity, and Penetration Response Unit (ISIV) [e-mail: isivsoc@usdoj.gov | tel: 703-285-7146] within one hour of discovery of the breach. The Contractor shall also notify the CO as soon as possible during regular business hours.

(c) **Personally Identifiable Information Notification Requirement.** The Contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined in OMB Memorandum M-07-16 dated May 16, 2007) was, or is reasonably believed to have been, compromised. 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. 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.

(d) **Pass-through of Security Requirements to Subcontractors.** The requirements set forth in paragraphs (a) through (c) above apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the Contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the Contractor.

(End of clause)

DEA-2852.242-77 PERMITS AND LICENSES (MAY 2012)

(a) The Contractor shall obtain, and maintain in effect, all necessary permits and/or licenses required by Federal, State and/or Local laws, regulations, or ordinances for the performance of work under this contract. For other than firm-fixed price contracts, the costs for obtaining such permits and/or licenses are reimbursable except for any such licensing or certification standards applicable to employee qualifications for performing the required work.

(b) The costs of obtaining and maintaining such permits and licenses are reimbursable to the extent permitted by the applicable cost principles specified in Part 31 of the Federal Acquisition Regulation.

(c) The Contractor shall comply with all applicable laws and ordinances pertaining to the work under this contract.

(End of clause)

DEA-2852.242-78 APPROVAL REQUIRED FOR ADVERTISING AND MEDIA RELEASES (MAY 2012)

The Contractor shall not release, publish, or otherwise disseminate any information regarding this contract or the specifics of the requirement in any public or private media, publication, or venue without the prior written approval of the Contracting Officer. Media communication releases pertaining to any aspect of the award or performance thereunder shall not be made without the prior written approval of the Contracting Officer.

(End of clause)

The following clauses are also applicable as indicated below.

☒ **DEA-2852.203-70 FORMER EMPLOYMENT OR ASSIGNMENT WITH THE DEA (DEC 2017)**

(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 http://www.dea.gov/resource-center/doing-business_acq_policies.shtml. When the intent to employ such individual is known prior to the award of a new contract or order, the contractor shall submit the employee's completed questionnaire and résumé to DEA concurrently with its proposal. When the intent is to employ such individual under an existing contract or order, the contractor shall submit the completed questionnaire and résumé electronically to the cognizant DEA contracting officer **AND** ethicsFAC@usdoj.gov.

(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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

- (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 (JAN 2017)**

- (a) This contract/order includes clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. This clause imposes a requirement on the contractor to inform its employees in writing of their whistleblower rights and protections set forth under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation, and to include the substance of the clause in all subcontracts exceeding the simplified acquisition threshold. A summary of these rights as well as key information and points of contact for reporting suspected waste, fraud, abuse, misconduct, or whistleblower reprisal is provided in the attached document entitled "Whistleblower Information for Department of Justice Contractors, Subcontractors, and Grantees."
- (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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 1SDDHQ19A00000009

- (c) 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 2018)**

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

(End of Clause)

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

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

(End of clause)

☒ **DEA-2852.209-79 CONTRACTOR INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR RESTRICTING REPORTING OF WASTE, FRAUD, AND ABUSE (DEVIATION 2015-02) (APR 2016)**

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does not require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

- 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-2852.218-70 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 CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

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

- (a) Pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Justice (DOJ), the U.S. Drug Enforcement Administration (DEA), a component of the DOJ, hereby executes a direct award to [enter name of 8(a) concern] under the authority delegated to it by the SBA in accordance with 13 CFR 124.501 and the PA. DEA will perform all contract execution and review functions pertaining to this award in accordance with the delegation. The DEA will notify the SBA of this award, as required by 13 CFR 124.503(a)(4)(ii), and provide SBA with a copy of the award.
- (b) Notwithstanding the identification of the parties on the award form, the prime Contractor for this award is the U.S. Small Business Administration, and [enter name of 8(a) concern] is the Subcontractor.
- (c) The cognizant SBA district office is:
- [SBA district office]
[street address]
[city, state and zip code]
- (d) [enter name of the 8(a) concern] shall:
- (1) Notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control;
 - (2) Comply with the applicable performance requirements of clause 52.219-14, Limitations on Subcontracting as checked below: *[Contracting officer: check only one performance standard based on the primary purpose of the contract.]*
 - ☐ *Services (except construction)* — At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - ☐ *Supplies (other than procurement from a nonmanufacturer of such supplies)* — The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - ☐ *General construction* — The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees
 - ☐ *Construction by special trade contractors* — The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (3) Provide the contracting officer with evidence of compliance with the applicable performance standard. This report shall show total dollars expended in the cost category specified in the performance standard both for the reporting period and cumulative to date along with the dollars and percentage of total dollars expended from the contractor's resources. This report shall be submitted annually. A final report covering the entire period of the contract shall be submitted upon expiration of the contract.
 - (4) Not subcontract the performance of any of the requirements of this contract without the prior written approval of the Contracting Officer.
- (e) Compliance with the Limitation on Subcontracting clause is a mandatory performance requirement of this contract.
(End of clause)

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

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

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_confirmnce.aspx.

(End of clause)

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

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

(End of Clause)

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

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

(End of clause)

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

☐ **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).

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000008

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

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

VII. PERSONALLY IDENTIFIABLE INFORMATION NOTIFICATION REQUIREMENT

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

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

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

(End of Clause)

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

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

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

- (b) The standard installation, operation, maintenance, updating, and/or patching of software shall not alter the configuration settings from the approved FDCC or USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

- (c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(End of clause)

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

☒ **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 and on PPIRS at 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 (FAPIIS) 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.DIVERSION@USDOJ.GOV;
 - (2) JACQUELINE.P.SCHOTTLER@USDOJ.GOV; and
 - (3) CASSANDRA.PRIOLEAU@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 required in FAR 32.905(b), a proper invoice shall also include the following minimum additional information and/or attached documentation:
- (1) Total/cumulative charges for the billing period for each Contract Line Item Number (CLIN);
 - (2) Dates upon which items/services were delivered; and

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

(3) The Contractor's Taxpayer Identification Number (TIN).

(d) Invoices will be rejected if they are illegible or otherwise unreadable, or if they do not contain the required information or signatures.

(End of Clause)

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

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

(End of clause)

☐ **DEA-2852.242-80 CONTRACTOR TELEWORK**

(a) Definitions.

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

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

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

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

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

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

"Task Monitor" means an individual designated and authorized in writing by DEA to conduct and document day to day contract administration functions in the field.

(b) The Program Office may approve a telework plan and have overall responsibility for the administration of this clause within their organizational jurisdiction.

(c) The COR/TM, in conjunction with the Program Office must make a written determination that:

- (1) Certain work functions or the missions of certain work units are suitable for a telework arrangement;
- (2) The Contractor is suitable for telework based on individual performance, program requirements and mission objectives;
- (3) Summary of work performed during teleworked hours is submitted to the COR/TM on a bimonthly basis;
- (4) The Contractor shall sign and submit the completed DEA Contractor Telework Agreement Form;
- (5) The COR/TM shall retain the signed DEA Contractor Telework Agreement Form in the contract file for record keeping;
- (6) The Contractor shall obtain the necessary technology prior to teleworking:
 - i. Firebird Anywhere - <http://intranet/sites/si/Mobile/fba/Pages/default.aspx>; OR
 - ii. DEA issued Laptop--If the contractor's current computer is a desktop, the Program Office may request a laptop using a DEA-19 form for the Contractor to take home when teleworking.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009

- (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-2852.247-70 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 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-domesticviolence-sexualassault-stalking.pdf>.
- (b) Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all Vendor's employees and employees of subcontractors who will be assigned to work on DOJ premises.
- (c) Upon contract award, DOJ will provide the Contractor with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking; for the component or components where the Contractor will be performing. The Contractor agrees to inform its employees and employees of subcontractors, who will be assigned to work on DOJ premises, with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking.

(End of Clause)

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000009



JAR 2852.233-70

PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)

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

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

CONTRACTOR: The full text of the clause may be found at http://www.dea.gov/resource-center/doing-business_acq_securityClauses.shtml.

DEA-2852.204.94 (January 2013) SECURITY REQUIREMENTS FOR NON-SENSITIVE POSITIONS
ESCORTED ACCESS—U. S. CITIZENSHIP REQUIRED

DEA's personnel, information, and facility security requirements for contracts, task orders, delivery orders, purchase orders, blanket purchase agreements, reimbursable agreements, and other types of contractual arrangements (hereafter referred to as "contract" and "Contractor") to provide goods and services to DEA are hereby provided for the subject access level. The forms listed in Section V are available at www.justice.gov/dea/index.shtml; click on "Doing Business with DEA".

I. GENERAL

A. Contractor's Security Officer

1. The Contractor shall establish and maintain a security program to ensure that all requirements set forth in this provision are accomplished efficiently and effectively. The Contractor's time and expenses for recruiting, interviewing, and security screening are considered overhead and may not be billed directly to DEA.
2. 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 personnel security screening to the extent possible.
3. The Contractor shall make every effort to preclude incurrence of avoidable costs by the Government by ensuring that all applicants and personnel furnished on this contract are eligible, reliable, and of reputable background and sound character. Security screening shall include, but not be limited to, verification of current home address, telephone number, and prior work experience (See Item 8 under D. Documentation Requirements below.), and resolution of delinquent debt related issues that have the potential to disqualify an applicant from working on a DEA contract.
4. The Contractor shall ensure that applicants submitted to DEA meet the basic eligibility requirements, such as job skills, certificates if required, residency, and none of the disqualifying factors described below. DEA recognizes that law enforcement records and other information the Contractor is able to obtain regarding an individual's history relative to the disqualifying factors is limited. However, much of this information is requested on Standard Form 85, Questionnaire for Non-Sensitive Positions (Revised September 1995). The Contractor is encouraged to re-interview each applicant based on the answers entered on the SF85.
5. Debt-related issues are the most prevalent derogatory issues found during background investigations and cause delays in the adjudication of security clearances. The Contractor is encouraged to obtain the applicant/employee's credit report and have any issues resolved prior to submitting the security clearance request forms to DEA. DEA currently uses Experian Credit Reporting Services; however, the Contractor may use the credit reporting agency of its choice. In compliance with the Fair Credit Reporting Act of 1970, as amended (15 U.S.C. 1681, *et seq.*), the following must be used when the Contractor obtains a credit report:
 - a. A credit report shall be obtained for accounts in the applicant/employee's name only. This will be a "personal report for employment purposes." Do not obtain a credit report for joint accounts.

b. 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.

c. 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(c)(3) of Title 15 U.S.C.

d. If a potentially disqualifying debt-related issue surfaces that the applicant/employee omitted from the SF85, Questionnaire for Non-Sensitive Positions, the personnel security request forms should not be submitted to DEA unless the applicant/employee provides strong mitigating information that clearly explains the omission and how the issue will be satisfactorily resolved.

e. Blank forms and additional information regarding credit reports are available at www.justice.gov/dea/index.shtml; click on "Doing Business with DEA".

6. The Contractor shall ensure that all security related forms and questionnaires are filled out correctly and completely and are signed, dated, and submitted to the Contracting Officer's Representative or Task Monitor (COR/TM) in a timely manner. *Personnel security packages with incomplete documentation will be rejected and returned to the contractor without further action.*

7. DEA's request for additional information or documents regarding the background investigation shall be responded to within 30 days unless the office of Security Programs grants an extension. If this timeframe is not complied with DEA reserves the right to disqualify the applicant/employee.

8. The monthly Administrative Report shall include the status of the Contractor's applicants seeking DEA security approvals. The monthly report shall include the current status of all personnel security requests, date the packages were submitted to the COR/TM; dates security approval notifications were received from DEA; the number of approved employees; the number of disapproved applicants; and the number of applicants pending approval. The due date of the report will be established by the COR/TM upon contract award or the issuance of an order.

B. General Requirements

1. DEA will conduct background inquiries on all of the Contractor's personnel to be assigned to this contract and on those officials of the company, *including the Security Officer and Alternate Security Officer*, who will be directly involved in any aspect of management of the assigned personnel.

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

3. As a minimum, DEA will query law enforcement agencies' indices and the following record systems:

- Fingerprint Query by the Federal Bureau of Investigation (FBI)
 - Narcotics and Dangerous Drug Information System (NADDIS)
 - National Crime Information Center (NCIC)
 - National Law Enforcement Telecommunications System (NLETS)
 - Credit Reporting Agencies
4. Only U.S. citizens, by birth or naturalized, shall be permitted to perform services on this contract.
5. All applicants must have resided legally in the United States for at least three (3) years of the last five (5) years, *unless the applicant was:* (The three (3) years do not have to be consecutive.)
- 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 the 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.
6. All personnel assigned to this contract must be approved in writing by the DEA Office of Security Programs for escorted access to DEA facilities and worksites.
7. The Contractor's employee(s) shall not be assigned to perform services for DEA until the Contractor has been notified in writing by the COR/TM that the individual(s) has been approved by the DEA Office of Security Programs.
8. Applicants whose background inquiries 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 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 Freedom of Information Act and the Privacy Act (FOIA/PA).
9. 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 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.
10. The Contractor shall immediately inform the COR/TM in writing when an employee or applicant for a DEA contract has transferred to another contract, has resigned or has been terminated by the Contractor, or any other type of action that constitutes a break in the Contractor-employee relationship. The COR/TM shall provide such information in writing to the DEA Office of Security Programs.
11. The COR/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 not communicate directly with the Contractor's employees or

applicants regarding personnel security issues unless communicating through the Contractor would violate the FOI/PA.

C. Documentation Requirements

1. A clearance for access to national security information (NSI) is not required nor authorized by this contract. However, a previously conducted background investigation that was favorably adjudicated by the Defense Security Service (DSS) and considered to be current will be accepted and supplemented with criminal record and credit report checks conducted by DEA. *The Contractor's transmittal letter to DEA must indicate the applicant has a security clearance through DSS.*

1.a. Only those forms described below in Items 1.b; 1.c; 1.d; 5; 8; 10; and 11 (16 and 17 if applicable) are required to be submitted to the COR/TM when the applicant has current national security information clearance through DSS.

1.b. One (1) original of form, Contract Employee's Authorization to Conduct Agency-Specific Record Checks (February 2009). This will be used by DEA to supplement the criminal record checks previously conducted by the DOD/Defense Security Service (DSS).

1.c. One (1) copy of the JPAS Person Summary if the applicant has a CONFIDENTIAL, SECRET or TOP SECRET NSI clearance granted through the DSS. A JPAS Person Summary is considered current as follows and is based on the investigation date. It is not based on the date the clearance was granted by DSS or the date the JPAS Person Summary was issued to the contractor:

- CONFIDENTIAL—Date of the background investigation or periodic reinvestigation is not more than fifteen (15) years ago.
- SECRET—Date of the background investigation or periodic reinvestigation is not more than ten (10) years ago.
- TOP SECRET—Date of the background investigation or periodic reinvestigation is not more than five (5) years ago.

1.d. A JPAS Person Summary that states an INTERIM clearance will be accepted when the date the INTERIM clearance was granted was 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 shall forward the final clearance to DEA Headquarters/Personnel Security Section.* (Because access to NSI is not required nor authorized by this contract, the JPAS Person Summary does not have to show the providing Contractor's organizational name as the clearance holder.)

1.e. *Do not submit a JPAS Person Summary that states:* 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.

1.f. SF86, Questionnaire for National Security Positions; SF85P Questionnaire for Public Trust Positions; SF85P-S, Supplemental Questionnaire for Selected Positions; SF85, Questionnaire for Non-Sensitive Positions; Fingerprint cards; OBD-236, Inquiry Regarding Suitability of Applicant; Loyalty Oath; Foreign National Relatives or Associates Statement; and Verification of U.S. Citizenship forms are **NOT** required when the applicant has a current DSS clearance and JPAS Person Summary is provided.

2. If the applicant has a favorable **Public Trust Suitability Determination** by another U. S. Government agency, provide one (1) copy of that agency's Notice of Suitability Determination. The Notice must indicate the type of background investigation 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.

2.a. 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 favorable Public Trust Suitability Determination by another U. S. Government agency. One (1) copy of the SF85, Questionnaire for Non-Sensitive Positions IS required.

3. The forms and documents described in Items 5 through 17 below shall be completed and submitted as instructed for each form and submitted to the COR/TM. The COR/TM will provide a supply of blank fingerprint cards to the Contractor. The Contractor shall reproduce the other forms listed below under **V. SECURITY FORMS** as needed. The completed forms will be used by DEA to conduct the background inquiries or to supplement a background investigation previously conducted by the Defense Security Service (DSS) or other U.S. Government agency. DO NOT SUBMIT FORMS AND DOCUMENTS THAT ARE NOT REQUIRED. DO NOT SUBMIT EXTRA COPIES OF FORMS.

4. Do not staple or use ACCO fasteners or otherwise bind the forms together. A paper clip or binder clip will suffice. Put each applicant's forms 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 forms to the COR/TM at the address provided elsewhere in this contract via hand delivery, FedEx, UPS, Express Mail, Registered Mail, Delivery Confirmation, etc., to have a record of delivery and receipt.

5. One (1) original and separate transmittal letter on official company stationery for each applicant which indicates the contract/order/agreement number, the applicant's full name, social security number, and labor category.

6. One (1) original of form SF85, entitled Questionnaire for Non-Sensitive Positions (Revised September 1995), with original signatures in black ink on Page 5 and the Authorization for Release of Medical Information. The SF85P may be typed or legibly printed by hand. DO NOT SUBMIT THE INSTRUCTION PAGES OF THE SF85. (An SF85 is not required if the applicant possesses a current CONFIDENTIAL, SECRET, or TOP SECRET security clearance—or an interim clearance—granted by DSS or another U. S. Government agency. Submit the Contract Employee's Authorization to Conduct Agency-Specific Record Checks form instead.)

6.a. All white-outs, erasures, or other types of corrections or changes on the SF85 must be initialed by the applicant.

6.b. The date of the applicant's signature on the SF85 must not be more than 30 days old when submitted to the COR/TM. Pen and ink changes, with the applicant's initials, or supplemental information on a plain piece of paper with the applicant's name, social security number, and signature are acceptable methods to update and correct the SF85. Page 5 and the Authorization for Release of Medical Information must be signed again with a current date. If there are no changes since the date the SF85 was signed originally, the applicant may re-sign and re-date the SF85 with the notation, "No changes."

6. Three (3) originals of Federal Bureau of Investigation Form FD-258, entitled Applicant (fingerprint card). *The fingerprint cards MUST be blue text on white card stock.* All three fingerprint cards must have original signatures in black or dark blue ink. The fingerprints may be taken by DEA personnel, the Contractor's Security Officer, at a police department or sheriff's office, 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. *(Fingerprint cards are not required if the applicant possesses a current CONFIDENTIAL, SECRET, or TOP SECRET security clearance—or an interim clearance—granted by DSS or a favorable Public Trust Suitability Determination by another U. S. Government agency.)* DO NOT BEND, FOLD, HOLE PUNCH, STAPLE, OR OTHERWISE MUTILATE THE FINGERPRINT CARDS.
8. One (1) original of the 3-page Drug Use Statement. The witness may be the Contractor's Security Officer, personnel officer, project officer, project manager, vice president, or president or a notary public as long as the witness occupies a position of responsibility and is not a relative of the applicant. *The witness' name and title must be printed under the signature line.*
9. One (1) original of each form OBD-236, Inquiry Regarding Suitability of Applicant (SEPT. 84), prepared as applicable to 9.a. or 9.b. below. OBD-236 forms may be typed or printed legibly by hand. *(OBD-236 forms are not required if the applicant possesses a current CONFIDENTIAL, SECRET, or TOP SECRET security clearance—or an interim clearance—granted by DSS or a favorable Public Trust Suitability Determination by another U. S. Government agency.)*
- 9.a. Each employer for the past five (5) years, including the current employer, shall be contacted by telephone and asked all eight (8) questions—and only those questions—on the OBD-236. Verified dates of employment will be accepted if an employer's corporate policy does not permit providing additional information. If an employer cannot be contacted, efforts to make contact shall be noted on the OBD-236.
- 9.b. If the applicant does not have an employment history, three (3) associates/references shall be contacted by telephone and asked questions 1 through 5—and only those questions—on the OBD-236. The references must have known the applicant for at least two (2) years and may be co-workers, personal references, or selected from the names provided in Questions 8 and 9 of the SF85.
10. One (1) original of Department of Justice Form DOJ-555 (Revised Oct. 2008), Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act. The "Current Organization Assigned" is the Contractor's corporate name plus the DEA Division/Office for this contract.
11. One (1) original of the form entitled, RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED. This form is required in addition to the DOJ-555 above.
12. *If applicable, one (1) original of Loyalty Oath:* Only if the applicant is a U.S. citizen, by birth or naturalized, and has *dual citizenship* in a foreign country.
13. *If applicable, one (1) original of Foreign National Relatives or Associates Statement:* Only if the applicant has *foreign national relatives or associates*, regardless of whether the foreign national relatives or associates reside in the United States or a foreign country. Do not include foreign-born relatives or associates who are United States citizens. Once a foreign-born individual acquires United States citizenship, the individual is no longer a "foreign national."

14. *If applicable, one (1) copy of the U.S. Citizenship Certificate of Naturalization or U. S. Passport.* This may be either a current or previous U. S. Passport. NOTE: The National Industrial Security Program Operating Manual, DOD Directive 5520.22-M, Section 2-206, authorizes the Contractor to require each applicant who claims U.S. citizenship to produce evidence of citizenship. However, some naturalized U.S. citizens may be reluctant to photocopy the Certificate of Naturalization or U. S. Passport due to the prohibition printed on the front of the certificate. In those cases, an official of the Contractor company or a DEA employee may personally view the Certificate of Naturalization or U. S. Passport and sign a statement verifying that the individual is a U.S. citizen. (A sample statement is provided under Security Forms.)

15. *If applicable, one (1) copy of a U.S. Department of State form FS-240, FS-545, or DS-1350, Report of Birth Abroad of a Citizen of the United States, or a Certificate of Citizenship:* Only if U.S. citizenship was acquired by birth abroad to a U.S. citizen parent or parents.

16. *If applicable, one (1) copy of the Declaration and one (1) copy of the Trustee's most recent quarterly payment statement or completion of repayment if the applicant filed bankruptcy under Chapter 13 within the past ten years, or one (1) copy of the Order* discharging the debt if the applicant filed bankruptcy under Chapter 7 within the past ten years.

17. *If applicable, one (1) copy of any other document(s) as proof of satisfactorily resolving a delinquent debt issue(s).*

E. 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.

1. Suitability is a requirement for employment on a DEA contract as it concerns an individual's conduct, character, reputation, reliability, trustworthiness, loyalty to the United States, and fitness as related to the efficiency of the service. To be suitable, an individual's assignment or continued assignment to a DEA contract must be reasonably expected to promote the efficiency of the DEA's service to the public. A reasonable expectation that an individual's assignment to a DEA contract will not promote the efficiency of the service is established when an adverse connection, or nexus, is shown between the conduct in question and the performance of the individual or DEA accomplishing its mission.

2. Any one or more of the following factors—as disclosed on the SF85P+SF85P-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 completed security forms using the following criteria. If relevant information obtained is determined to be a mandatory disqualification factor, a request for security approval should not be submitted to DEA until the disqualifying factor is resolved favorably.

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) Pending indictments or pending criminal charges, regardless of whether the charge(s) is a felony or misdemeanor.

(4) 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

(1) 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.

(2) Applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous drugs, except those medically prescribed, possibly 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, except medically prescribed, after employment on a DEA contract is cause for removal.

c. False Statements

(1) 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:

(2) Altering the condition of discharge on military documents.

(3) Altering college transcripts.

(4) Falsely completing or failure to disclose information on the SF-86 or any other documents used in the background investigation process.

(5) Conflicting statements of drug use, either on the SF-86, on the Drug Use Statement, or during the background investigation.

d. Debt Related Issues

(1) 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 of number of suitability and security concerns that an individual must satisfactorily resolve before an affirmative adjudicative decision can be made.

(2) Each applicant's indebtedness will be reviewed on an individual basis.

(3) 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.

e. Allegiance to the United States

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

(2) 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.

(3) Foreign influence or preference.

f. Personal Conduct

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

(2) Reliable, unfavorable information provided by associates, employers, coworkers, neighbors, and other acquaintances.

(3) 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.*

(4) 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.

(5) 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.

(6) Association with persons involved in criminal activity.

(7) Current or recent history of continuing alcohol or prescription abuse.

(8) Misuse of information technology systems.

F. Personnel Security Requirements

1. When the Contractor's employee reports for duty on a DEA contract, the COR/TM will provide a DEA Form 487 entitled, Reporting Responsibilities/NonDisclosure Agreement, to the employee and obtain the employee's signature prior to the commencement of services: *This form must be witnessed and signed by a DEA employee.* (See Item 2 under G. Information Security Requirements below.)

2. The Contractor shall notify the COR/TM in writing of the following, prior to occurrence or immediately thereafter, when a Contractor employee has a change in marital status. The COR/TM will notify ISR.

a. Married, divorced, or widowed.

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

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

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

e. 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).

3. A mandatory periodic reinvestigation will be conducted once every five (5) years if the previous background investigation was based on the SF85P and SF85PS, Questionnaires for Public Trust Positions. A mandatory periodic reinvestigation will be conducted once every fifteen (15) years if the previous background investigation was based on the SF86, 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.

4. If the Contractor is notified that an employee's access to DEA has been revoked or suspended, the Contractor must remove the employee immediately from further performance of services for DEA.

G. Information Security Requirements

1. Work performed under this contract requires access to one or more of the following categories of protected information: DEA SENSITIVE, Sensitive But Unclassified, Law Enforcement Sensitive, or the Freedom of Information Act and Privacy Act. The contractor and its personnel shall comply with all Federal, Department of Justice, and DEA regulations, policies, and guidelines regarding information security.

2. Prior to the commencement of any work for DEA, the contractor's employee(s) shall declare in writing (utilizing form DEA-487, Reporting Responsibilities/NonDisclosure Agreement, described above in Paragraph E-1a) that he or she intends to be governed by and comply with Federal laws prohibiting the disclosure of information obtained during the course of their work for DEA. The declaration will be witnessed and accepted by a duly authorized DEA representative (generally the COR/TM or a DEA Security Officer) on behalf of the Administrator, DEA.

3. 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 the Contractor and its employees 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.

4. The contractor and its 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 this contract and shall not be divulged nor made known in any manner to any person except as necessary to perform this contract. The contractor's employee(s) shall not divulge, sell, or distribute any information at any point in time, even after termination or expiration of a contract.

5. Except as specifically authorized in writing by the COR/TM, the Contractor's 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.

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

7. Except as specifically authorized by the COR/TM, the Contractor's personnel are prohibited from reproducing DEA source media or written products.

8. The contractor shall notify each of its officers and employees having access to DEA information that such information may be used only for the purpose and to the extent authorized in this 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.

9. The contractor and its employees shall ensure that information technology (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 existing security safeguards cease to function, the discoverer shall bring the situation to the attention of the other party immediately.

H. Facility Security Requirements

1. The Contractor's personnel must be escorted by a DEA employee at all time when visiting a DEA or other U. S. Government facility in the performance of this contract.
2. 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.
3. The Contractor shall be responsible for physically safeguarding all Government (DEA) records in its possession, including records in the possession of the Contractor's personnel, from theft, tampering, or misuse.
4. The COR/TM is responsible for collecting all DEA-issued property upon the departure of an individual from assignment to this 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.

II. STANDARDS OF CONDUCT

- A. The Contractor shall be responsible for maintaining satisfactory standards of employee competence, conduct, appearance, and integrity and shall be responsible for reporting allegations of misconduct to the COR/TM.
- B. All of the Contractor's employees performing work under this contract are required to comply with the following minimum standards of conduct:
 1. Demonstrate good manners and courtesy toward DEA employees, Federal officials, and the general public, and maintain a respectful and helpful attitude during the performance of duties under this contract.
 2. 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 employees shall wear dress shirts and dress slacks (or uniforms when required by the contract/order). Female employees shall wear conservative dresses, dress slacks or skirts and sweaters or blouses (or uniforms when required by the contract/order).
 3. On or off duty, 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.

4. On or off duty, 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.
5. On or off duty, do not discuss duty assignment(s) under this contract except in an official business capacity with the Contractor's Site Supervisor and fellow The Contractor's personnel assigned to this contract, DEA officials, or other Government officials having an official need-to-know.
6. While on duty, do not gamble, unlawfully bet, or promote gambling on Government property or while performing Government work at the Contractor's site.
7. Do not possess or consume narcotics, dangerous drugs, marijuana or other controlled substances while on or off duty, except to the extent that the substance is lawfully prescribed by a licensed medical provider.
8. Abstain from the consumption and possession of alcoholic beverages or other intoxicants while on duty and habitual intoxication while off duty.
9. Remain alert at all times while on duty. Perform assignments in accordance with prescribed laws, regulations, and the terms and conditions of this contract to the best of ability and in accordance with safe and secure working procedures and practices.
10. On or off duty, do not solicit or accept gifts, favors or bribes in connection with the performance of duties under this contract. Report all efforts by others who offer such gifts, favors or bribes to the Contractor's Site Supervisor and to the COR/TM.
11. On or off duty, 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 this contract for purposes other than performance of work under this contract.
12. On or off duty, refrain from any activity that would adversely affect the reputation of the DEA.
13. Neither discriminate against nor sexually harass any person during the performance of duties under this contract.
14. On or off duty, avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities.
15. On or off duty, do not engage in criminal, infamous, dishonest, immoral, or disgraceful conduct.
16. Ensure that all financial obligations are met.
17. On or off duty, do not give false or misleading statements, or conceal facts, in connection with obtaining or retaining employment under or performing duties under this 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.
18. Do not make statements about fellow 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.
19. While on duty, do not fail, unnecessarily delay, or refuse to carry out all proper instructions and directions of the Contractor's Site Supervisor or DEA official having oversight responsibility for work under this contract.
20. Do not take, remove, possess, or use Government property or the property of others without written authorization.
21. Do not disturb papers on desks, open desk drawers, cabinets, safes, or enter secure space where access is not authorized.
22. Do not use Government telephones, facsimile, or duplicating equipment except as necessary in the performance of duties under this contract.
23. 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.
24. Do not engage in disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.

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

III. REMOVAL FROM WORK

A. The Contractor shall inform its employees of their duties, obligations, and responsibilities under this contract. The Contractor and its employees agree that, in addition to any other actions DEA may be entitled to utilize or employ, any Contractor employees who fail to cooperate fully with any inquiry or investigation or who fail or refuse to perform any duty under this contract may immediately and without advance notice have their DEA access suspended or revoked, be removed from the work site, and be released from their contractual duties. Additionally, 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 employees 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.

B. At the direction of the Contracting Officer, the Contractor is required to immediately remove any person from work under this contract should it be determined by DEA that such a person has violated or is in violation of the Standards of Conduct described above or another performance standard or requirement described in this contract; has been disqualified for either suitability or security reasons; who is found to be unfit for the performance of duties; whose continued work under this contract may jeopardize, compromise, or disrupt the safety and security of DEA facilities, property, information, and operations; who presents an actual or potential threat of any kind to DEA employees, official visitors, or the visiting public; or, whose continued work under this contract is otherwise contrary to the public interest as determined by the Contracting Officer.

C. 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 this 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 this contract shall be final. The Government is not obligated to inform either the Contractor or the person removed of the reason for the removal.

D. Any costs incurred by the Contractor for removal of the Contractor's employee from work under this 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.

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

IV. ADMINISTRATIVE INQUIRIES

A. The Contractor, its officers, and its employees assigned to, or otherwise participating in the performance of this contract, shall comply with the following ADMINISTRATIVE INQUIRIES provision. The provision authorizes the conduct of appropriate investigations and inquiries by duly appointed personnel conducting examinations, reviews, or investigations into information concerning

inappropriate conduct and/or allegations of impropriety, whether such conduct is criminal or administrative in nature.

B. The Contractor shall obtain, and make available upon request by the Contracting Officer, a certification, signed by each contract employee participating in the performance of this contract, attesting to the fact that they have been apprised of and will comply with the ADMINISTRATIVE INQUIRIES provision as stated herein.

1. The Drug Enforcement Administration (DEA) is a Federal law enforcement agency charged with investigating and prosecuting persons violating the drug laws of the United States. To ensure 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 law and regulation.
2. The Contractor and its personnel agree that an inspector or investigator of the DEA, Department of Justice, or any other duly authorized organization or entity shall have the right to conduct any and all inquiries or investigations deemed appropriate by such organizations or entities in response to information concerning, or allegations about, improper conduct or inappropriate actions, whether such conduct is criminal or administrative in nature.
3. The Contractor and its personnel agree to cooperate fully and to the best of their ability with any such inquiries or investigations. The Contractor and its personnel agree that persons performing such investigations or inquiries have the right to question the Contractor's personnel. The Contractor's personnel will respond fully and truthfully to such questioning and provide, as required, sworn statements, declarations, or affirmations, as directed, or participate in transcribed interviews as directed.
4. Contract personnel will retain their constitutional protection against compelled self-incrimination at all times. However, contract employees are required to answer questions under the following conditions: (1) if the subject being questioned is informed that the inquiry being conducted will not subject them to criminal prosecution, and (2) that any statements made by the subject cannot be used against the subject in any criminal prosecution (except in cases where the subject is criminally prosecuted for knowingly and willfully providing false information to investigating personnel). When these conditions are met, the subject is required to respond to questioning in accordance with this provision.
5. The Contractor and its personnel agree that there is no expectation of privacy in any DEA assigned or controlled work space, including offices, workstations, closets, or storage facilities, nor is there any expectation of privacy in any 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. The Contractor's personnel shall be placed on notice that any space or equipment may be searched with or without notice to the Contractor and its personnel.
6. The Contractor shall inform its employees of their duties, obligations, and responsibilities under this contract. The Contractor and its personnel agree that, in addition to any other actions DEA may be entitled to utilize or employ, contract personnel who fail to cooperate fully with any inquiry or who fail or refuse to perform any duty under this contract, may immediately and without advance notice have their DEA clearance suspended or revoked, be removed from the work site, or be released from their contractual duties. 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.

V. SECURITY FORMS

The Contractor does not have permission to alter any of these forms or to convert the forms to corporate letterhead. No other versions of these forms may be used.

--SF85, Questionnaire for Non-Sensitive Positions (Revised September 1995)

(The SF85 is available at www.opm.gov; click on Forms; click on Standard Forms; scroll down to SF85. The SF85 may be completed on-line and printed using the OPM Standard Forms link, but cannot be saved or transmitted in electronic format. Blank forms only may be printed from the DEA website.)

--FD-258, Applicant Fingerprint Card *(Fingerprint cards are not available electronically. Blank fingerprint cards must be obtained from the COR/TM.)*

The following forms are available at www.justice.gov/dea/index.shtml; click on "Doing Business with DEA" to print blank forms.

--Three-Page Drug Use Statement

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

--RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED

--Resolution of Debt-Related Issues (10/28/03)

--Common Language for Consumer Credit

--Rules and Regulations – A Summary of Your Rights under the Fair Credit Reporting Act

--Loyalty Oath

--Foreign National Relatives or Associates Statement

--Verification of U.S. Citizenship

--Contract Employee's Authorization to Conduct Agency-Specific Record Checks



U. S. Department of Justice
Drug Enforcement Administration
Office of Acquisition & Relocation Management
8701 Morrisette Drive
Springfield, VA 22152

www.dea.gov

University of North Texas
ATTN: Dr. Gatch
3500 Camp Bowie Blvd.
Forth Worth TX, 76107

Subject: Blanket Purchase Agreement: 15DDHQ19A00000009
Call Order: 15DDHQ19F00001152

Dear Dr. Gatch:

The Drug Enforcement Administration (DEA) has awarded the subject Blanket Purchase Agreement to your University. **Please acknowledge receipt of this order by email by completing the acceptance below and returning this page to Contract Support Specialist, Jacqueline Schottler, via e-mail at Jacqueline.P.Schottler@usdoj.gov. Please sign and return the vendor signature page of the Blanket Purchase Agreement Document.** If you have any questions concerning this matter, please contact Jacqueline directly at (202) 598-2289.

Sincerely,

JACQUELINE

SCHOTTLER (Affiliate)

Jacqueline Schottler

Contract Support Specialist

Office of Acquisition & Relocation Management

Digitally signed by JACQUELINE
SCHOTTLER (Affiliate)
Date: 2019.07.18 08:24:28 -04'00'

Acknowledgement Certification:

I hereby acknowledge acceptance of the above subject Order.

Andrea Anderson, JD
Executive Director, OSP

Print Name and Title

Signature

Date

ORDER FOR SUPPLIES OR SERVICES																																												
IMPORTANT: Mark all packages and papers with contract and/or order numbers.																																												
1. DATE OF ORDER 07/18/2019		2. CONTRACT NO. (If any) 15DDHQ19A00000009		6. SHIP TO: Cassandra Prioleau																																								
3. ORDER NO. 15DDHQ19F00001152		4. REQUISITION/REFERENCE NO. D-19-OD-0110		a. NAME OF CONSIGNEE DEA																																								
DEA Attn: Office of Acq & Relo Mgmt (FA) Jacqueline Schottler 8701 Morrisette Drive (O) 202-598-8829 Springfield, VA 22152				b. STREET ADDRESS Attn: Diversion Control Division(DC), 8701 Morrisette Drive																																								
				c. CITY Springfield				d. STATE VA		e. ZIP CODE 22152																																		
				f. SHIP VIA																																								
7. TO: a. NAME OF CONTRACTOR UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH DUNS: 110091808 c. STREET ADDRESS 3500 CAMP BOWIE BLVD				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. <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.																																								
d. CITY FORT WORTH		e. STATE TX		f. ZIP CODE 76107-2699																																								
9. ACCOUNTING AND APPROPRIATION DATA See Lines																																												
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input 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 <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																																												
12. F.O.B. POINT Destination				13. PLACE OF a. INSPECTION b. ACCEPTANCE																																								
14. GOVERNMENT B/L NO.				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS NET 30																																						
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">ITEM NO.</th> <th style="width: 42%;">SUPPLIES OR SERVICES</th> <th style="width: 10%;">QUANTITY ORDERED</th> <th style="width: 5%;">UNIT</th> <th style="width: 10%;">UNIT PRICE</th> <th style="width: 10%;">AMOUNT</th> <th style="width: 15%;">QUANTITY ACCEPTED</th> </tr> <tr> <th>(a)</th> <th>(b)</th> <th>(c)</th> <th>(d)</th> <th>(e)</th> <th>(f)</th> <th>(g)</th> </tr> </thead> <tbody> <tr> <td></td> <td> <p>This Call Order is made in pursuant to the terms and conditions in 15DDHQ19A00000009.</p> <p>See Continuation Sheet(s)</p> </td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>										ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED	(a)	(b)	(c)	(d)	(e)	(f)	(g)		<p>This Call Order is made in pursuant to the terms and conditions in 15DDHQ19A00000009.</p> <p>See Continuation Sheet(s)</p>																			
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED																																						
(a)	(b)	(c)	(d)	(e)	(f)	(g)																																						
	<p>This Call Order is made in pursuant to the terms and conditions in 15DDHQ19A00000009.</p> <p>See Continuation Sheet(s)</p>																																											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="5" style="width: 10%; text-align: center; vertical-align: middle;">SEE BILLING INSTRUCTIONS ON REVERSE</td> <td colspan="2">18. SHIPPING POINT</td> <td colspan="2">19. GROSS SHIPPING WEIGHT</td> <td colspan="2">20. INVOICE NO.</td> <td rowspan="2" style="width: 15%; text-align: center; vertical-align: middle;">\$82,285.36</td> <td rowspan="2" style="width: 10%; text-align: center; vertical-align: middle;">17(h) TOT. (Cont. pages)</td> </tr> <tr> <td colspan="6">21. MAIL INVOICE TO:</td> </tr> <tr> <td colspan="6">a. NAME DEA</td> <td rowspan="3" style="text-align: center; vertical-align: middle;">\$82,285.36</td> <td rowspan="3" style="text-align: center; vertical-align: middle;">17(i) GRAND TOTAL</td> </tr> <tr> <td colspan="6">b. STREET ADDRESS (or P.O. Box) Attn: Diversion Control Division(DC), Invoice.Diversion@usdoj.gov</td> </tr> <tr> <td colspan="2">c. CITY Springfield</td> <td>d. STATE VA</td> <td colspan="2">e. ZIP CODE 22152</td> <td></td> </tr> </table>										SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$82,285.36	17(h) TOT. (Cont. pages)	21. MAIL INVOICE TO:						a. NAME DEA						\$82,285.36	17(i) GRAND TOTAL	b. STREET ADDRESS (or P.O. Box) Attn: Diversion Control Division(DC), Invoice.Diversion@usdoj.gov						c. CITY Springfield		d. STATE VA	e. ZIP CODE 22152		
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$82,285.36	17(h) TOT. (Cont. pages)																																				
	21. MAIL INVOICE TO:																																											
	a. NAME DEA						\$82,285.36	17(i) GRAND TOTAL																																				
	b. STREET ADDRESS (or P.O. Box) Attn: Diversion Control Division(DC), Invoice.Diversion@usdoj.gov																																											
	c. CITY Springfield		d. STATE VA	e. ZIP CODE 22152																																								
22. UNITED STATES OF AMERICA BY (Signature) <div style="font-size: 24pt; font-weight: bold;">JOHN GIRARD</div>					23. NAME (Typed) Girard, John C. TITLE: CONTRACTING/ORDERING OFFICER																																							

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	0001 Drug Discrimination (methamphetamine- Training Drug) Ref: Table 4 in proposal \$4,237.99 per 3 mo training drug \$2,839.45 per 9 mo training drug Line Period of Performance: 07/19/2019 - 07/18/2020	1.000000	YR	\$38,269.0200	\$38,269.02
0002	0003 Drug Discrimination of test drug Assay Cost Line Period of Performance: 07/19/2019 - 07/18/2020	7.000000	EA	\$2,097.8100	\$14,684.67
0003	0004 Drug Discrimination of Test Drug Incidental Cost Line Period of Performance: 07/19/2019 - 07/18/2020	7.000000	EA	\$73.0000	\$511.00
0004	0007 Drug Cost - Not to Exceed Line Period of Performance: 07/19/2019 - 07/18/2020	1.000000	EA	\$500.0000	\$500.00
0005	0005 Locomotor Activity Assay Cost Line Period of Performance: 07/19/2019 - 07/18/2020	7.000000	EA	\$3,972.8100	\$27,809.67
0006	0006 Locomotor Activity Incidental Cost Line Period of Performance: 07/19/2019 - 07/18/2020	7.000000	EA	\$73.0000	\$511.00
TOTAL					\$82,285.36

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$53,964.69	DEA-2019-DXD-DC-2900000-DCF-G3-ENF-25211-HDQ-2930310-2019
N/A	2	\$28,320.67	DEA-2019-DXD-DC-2900000-DCF-G3-ENF-25211-HDQ-2930310-2019
		TOTAL: \$82,285.36	



U. S. Department of Justice
Drug Enforcement Administration
Office of Acquisition & Relocation Management
8701 Morrisette Drive
Springfield, VA 22152

www.dea.gov

University of North Texas
ATTN: Lori O'Neal
3500 Camp Bowie Blvd.
Forth Worth TX, 76107

Subject: Blanket Purchase Agreement: 15DDHQ19A00000016

Dear Ms. O'Neal:

Congratulations, the Drug Enforcement Administration (DEA) has awarded the subject Blanket Purchase Agreement to your University. **Please acknowledge receipt of this order by email by completing the acceptance below and returning this page to Contract Support Specialist, Jacqueline Schottler, via e-mail at Jacqueline.P.Schottler@usdoj.gov. Please sign and return the vendor signature page of the Blanket Purchase Agreement Document.** If you have any questions concerning this matter, please contact Jacqueline directly at (202) 598-2289.

Sincerely,

Jacqueline Schottler
Contract Support Specialist
Office of Acquisition & Relocation Management

Acknowledgement Certification:

I hereby acknowledge acceptance of the above subject Order.

Andrea Anderson, Executive Director
Print Name and Title Office of Sponsored Programs

Signature Date 6/19/19

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/20/2019		2. CONTRACT NO. (If any)		6. SHIP TO: Teneille Walker (202-353-1602)	
3. ORDER NO. 15DDHQ19A00000016		4. REQUISITION/REFERENCE NO. DEA		a. NAME OF CONSIGNEE DEA	
Attn: Office of Acq & Relo Mgmt (FA) 8701 Morrisette Drive Springfield, VA 22152		Jacqueline Schottler (O) 202-598-8829		b. STREET ADDRESS Attn: Diversion Control Division(DC), 8701 Morrisette Drive	
		c. CITY Springfield		d. STATE VA	e. ZIP CODE 22152
		f. SHIP VIA			
7. TO:					
a. NAME OF CONTRACTOR UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH					
b. COMPANY NAME DUNS: 110091808					
c. STREET ADDRESS 3500 CAMP BOWIE BLVD					
d. CITY FORT WORTH		e. STATE TX	f. ZIP CODE 76107-2699		
9. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail					
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input 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 <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS NET 30	

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the attached Blanket Purchase Agreement Number 15DDHQ19A00000016 and Proposal dated February 15, 2019.					
	See Continuation Sheet(s)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$0.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME DEA							
	b. STREET ADDRESS (or P.O. Box) Attn: Diversion Control Division(DC), Invoice.Diversion@usdoj.gov						\$0.00	17(i) GRAND TOTAL
	c. CITY Springfield		d. STATE VA	e. ZIP CODE 22152				
22. UNITED STATES OF AMERICA BY (Signature) JOHN GIRARD Digitally signed by JOHN GIRARD Date: 2019.06.19 14:47:27 -04'00'							23. NAME (Typed) Girard, John C. TITLE: CONTRACTING/ORDERING OFFICER	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLEOPTIONAL FORM 347 (REV. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Locomotor (or other dosefinding assay) Assay Cost	0.000000		\$3,972.8100	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0002	Locomotor (or other dose finding assay) Incidental Cost	0.000000		\$73.0000	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0003	Analgesia Studies (to include antagonist studies) Assay Cost	0.000000		\$4,444.4600	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0004	Analgesia Studies (to include antagonist studies) Incidental Cost	0.000000		\$73.0000	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0005	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000		\$5,390.8100	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0006	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000		\$0.0000	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0007	Drug Discrimination of test drug Assay Cost	0.000000		\$2,668.4500	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0008	Drug Discrimination of test drug Incidental Cost	0.000000		\$73.0000	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
0009	Drug Cost - Not to Exceed	0.000000		\$500.0000	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020				
	Base Period				
1001	Locomotor (or other dosefinding assay) Assay Cost	0.000000		\$3,972.8100	\$0.00
	Line Period of Performance: 06/20/2020 - 06/19/2021				
	Base Period				
1002	Locomotor (or other dosefinding assay) Incidental Cost	0.000000		\$73.0000	\$0.00
	Line Period of Performance: 06/20/2020 - 06/19/2021				
	Base Period				

1003	Analgesia Studies (to include antagonist studies) Assay Cost	0.000000	\$4,444.4600	\$0.00
	Line Period of Performance: 06/20/2020 - 06/19/2021			
	Base Period			
1004	Analgesia Studies (to include antagonist studies) Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020			
	Base Period			
1005	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000	\$5,390.8100	\$0.00
	Line Period of Performance: 06/20/2019 - 06/19/2020			
	Base Period			
1006	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000	\$0.0000	\$0.00
	Line Period of Performance: 06/20/2020 - 06/19/2021			
	Base Period			
1007	Drug Discrimination of test drug Assay Cost	0.000000	\$2,668.4500	\$0.00
	Line Period of Performance: 06/20/2020 - 06/19/2021			
	Base Period			
1008	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2020 - 06/19/2021			
	Base Period			
1009	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/20/2020 - 06/19/2021			
	Base Period			
2001	Locomotor (or other dosefinding assay) Assay Cost	0.000000	\$3,972.8100	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
2002	Locomotor (or other dosefinding assay) Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
2003	Analgesia Studies (to include antagonist studies) Assay Cost	0.000000	\$4,444.4600	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
2004	Analgesia Studies (to include antagonist studies) Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
2005	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000	\$5,390.8100	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
2006	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000	\$0.0000	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			

2007	Drug Discrimination of test drug Assay Cost	0.000000	\$2,668.4500	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
2008	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
2009	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/20/2021 - 06/19/2022			
	Base Period			
3001	Locomotor (or other dosefinding assay) Assay Cost	0.000000	\$3,972.8100	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3002	Locomotor (or other dosefinding assay) Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3003	Analgesia Studies (to include antagonist studies) Assay Cost	0.000000	\$4,444.4600	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3004	Analgesia Studies (to include antagonist studies) Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3005	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000	\$5,390.8100	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3006	Drug Discrimination (monthly maintenance of training drugs) Incidental Cost	0.000000	\$0.0000	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3007	Drug Discrimination of test drug Assay Cost	0.000000	\$2,668.4500	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3008	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
3009	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/20/2022 - 06/19/2023			
	Base Period			
4001	Locomotor (or other dosefinding assay) Assay Cost	0.000000	\$3,972.8100	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			

4002	Locomotor (or other dose finding assay) Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
4003	Locomotor (or other dose finding assay) Assay Cost	0.000000	\$4,444.4600	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
4004	Analgesia Studies (to include antagonist studies) Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
4005	Drug Discrimination (monthly maintenance of training drugs) Assay Cost	0.000000	\$5,390.8100	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
4006	Drug Discrimination (monthly maintenance of training drugs)	0.000000	\$0.0000	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
4007	Drug Discrimination of test drug Assay Cost	0.000000	\$2,668.4500	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
4008	Drug Discrimination of test drug Incidental Cost	0.000000	\$73.0000	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
4009	Drug Cost - Not to Exceed	0.000000	\$500.0000	\$0.00
	Line Period of Performance: 06/20/2023 - 06/19/2024			
	Base Period			
Base Total:				\$0.00
Exercised Options Total:				\$0.00
Unexercised Options Total:				\$0.00
Base and Options Total:				\$0.00

DRUG ENFORCEMENT ADMINISTRATION
OFFICE OF ACQUISITION & RELOCATION MANAGEMENT
BLANKET PURCHASE AGREEMENT
Evaluation of Abuse Potential of Synthetic Opioids Using In Vivo Pharmacological
Studies
15DDHQ19A00000016

Contractor:

University of North Texas
3500 Camp Bowie Blvd.
Fort Worth, TX 76107

Government:

Drug Enforcement Administration
Office of Acquisition Management
8701 Morrisette Drive
Springfield, VA 22152

I. DESCRIPTION OF AGREEMENT

This is a Blanket Purchase Agreement (BPA) between the Drug Enforcement Administration (DEA) and the University of North Texas Health Science Center for the Evaluation of Abuse Potential of Synthetic Opioids Using In Vivo Pharmacological Studies. Which the Contractor may be in a position to provide the Government, if and when requested by the Contracting Officer, or authorized representative, commencing from the effective date of the BPA, until canceled by either party, however, not to exceed a maximum of sixty (60) months from the effective date. Call orders will be initiated on an as needed basis. The services that will be purchased and performed under the BPA are described in the attached Optional form 347. The contractor shall furnish the services identified if and when requested by a Contracting Officer who is duly warranted by DEA to authorize the expenditure of funds during the period of performance of this BPA

II. Background

The Drug Enforcement Administration's (DEA) Diversion Control Division (DC), Drug and Chemical Evaluation Section is responsible for evaluating drugs and chemicals to determine whether these substances have abuse potential. These evaluations are used by DEA to support its domestic scheduling activities. In order for DEA to determine the abuse potential of drugs and chemicals, pharmacological, medical, epidemiological, and other scientific data for these drugs, when necessary, are needed to initiate the administrative procedure to place these substances under regulatory control according to the guidelines of the Controlled Substances Act (CSA).

III. TERM OF AGREEMENT

The BPA period of performance for services described herein is established from June 20, 2019 for an additional 60 months.

IV. EXTENT OF OBLIGATION

This BPA **does not** obligate any funds. The Government is obligated under this BPA only to the extent of **call orders** placed by authorized DEA representatives against this agreement.

V. PRICING INFORMATION

The prices charged to the Government for all (**calls**) made under this Agreement shall be as low as, or lower than, those charged to the suppliers most favored customer, in addition to any discounts for prompt payment. The Contractor agrees that the supplies furnished under this BPA shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies.

VI. CALL LIMITATION FAR 13.303-5(b)(1)

No single call placed under this Agreement shall exceed the \$7 million limitation for individual purchases. Individuals with ordering authority are shown in the following paragraph. Requirements shall not be split for the purpose of staying under the simplified acquisition threshold or individual's delegated limits of authority.

VII. INDIVIDUALS AUTHORIZED TO PLACE CALLS AND DOLLAR LIMITATIONS

The individuals authorized to place calls under this Blanket Purchase Agreement, and the Limits of their purchase authority are shown below:

Unlimited:

OFFICE OF ACQUISITION AND RELOCATION MANAGEMENT (FA)

VIII. ORDERING PROCEDURES

This BPA is intended to allow ordering from multiple Contracting Offices within the Drug Enforcement Administration. When this occurs, the contractor is directed to email the Contract Specialist within DEA HQ office of Acquisition & Relocation management to ensure that the order quantity and amount are recorded to ensure the BPA does not exceed the maximum order threshold.

- (a) **All efforts under this BPA shall be performed in response to fully executed Call Orders.** Each Call Order will be issued in writing (e-mail issuance is permissible with receipt and acceptance response required from the contractor) by the cognizant Contracting Officer using Standard Form 1449 or Optional Form 347. The original Call Order will be submitted to the Primary contact listed in the Attachment 4 clause entitled "Contract Administration Points of Contact." It is the contractor's responsibility to ensure that a written order is prepared in order that subsequent invoices may be properly processed and paid in a timely manner. Failure to submit a copy of the written call order with the invoice may result in the contractor not being paid for work performed.

(b) At a minimum, Call Orders will contain the following information:

1. Date of the order;
2. Contract and Call Order number; Contract line item number and description, quantity, and unit price;
3. Description of the services to be performed;
4. Delivery or completion date;
5. Place of delivery or performance;
6. Shipping and packaging instructions (if applicable); and
7. Accounting and appropriation data.

(c) Call Orders may be issued by any properly warranted DEA HQ. No orders under this BPA shall be accepted or honored from any Government agency other than DEA. The duly warranted DEA Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed BPA can be incurred before receipt of a fully executed call order, or specific authorization from the Contracting Officer.

(d) Any questions or clarifications regarding a unilaterally issued Call Order must be addressed prior to commencement of work. The contractor will not receive financial compensation for effort performed that is not in accordance with the requirements of the Call Order.

IX. DELIVERY TICKET

All shipments under this BPA shall be accompanied by delivery tickets or sales slips prepared in triplicate which shall contain the following information:

- Name of Contractor
- BPA Number
- Date of Call
- Call Number
- Itemized list of supplies or services furnished
- Quantity, unit price and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated system, provide that the invoice is itemized to show this information)
- Date of delivery or shipment

X. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence on the part of the Government. For additional information on Inspection and Acceptance requirements see FAR 52.246.-4, Inspection of Services-Fixed Price.

XI. COMMERCIAL WARRANTY

The contractor agrees that the supplies or services furnished under this BPA shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services.

XII. PAYMENT AND BILLING INSTRUCTIONS

The Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail addresses: **Invoice.Diversion@usdoj.gov ; Teneille.D.Walker@usdoj.gov ; Jacqueline.P.Schottler@usdoj.gov** - (This section will be completed at the time individual BPA calls are provided. 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 (5pm Local), or the next business day if the invoice arrives outside of normal business hours. Scanned documents with original signature in pdf or other graphic formats attached to the e-mail are acceptable. Digital/Electronic signature and certificates cannot be processed by the DEA will be returned.

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

- (1) **BPA and Order or Call Number;**
- (2) **Total/cumulative charges for the billing period;**
- (3) **Dates upon which items/services were delivered;**
- (4) **The Contractor's Taxpayer Identification Number (TIN); and**
- (5) **A statement signed by a responsible official of the concern substantially similar if not identical to the**

XIII. ADDITIONAL INFORMATION

- (a) The terms and conditions included in this BPA apply to all purchased made pursuant to it. In the event of an inconsistency between provisions of this BPA and the contractor's invoice, the provision of this BPA will take precedence.
- (c) The DEA reserves the right to review and renegotiate the term and conditions of this Agreement at any time during the term of this BPA.

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

Contractor's Signature

Date

Printed Name/Title/Company

Phone Number

Invoices will be rejected if they do not display/open/execute properly, are not legible, or if

they do not contain the required information or signatures for processing.

Any proposal for modification(s) of this BPA shall be submitted to the Contracting Officer:

Drug Enforcement Administration
Officer of Acquisition & Relocation Management
Attn: John Girard
8701 Morrisette Drive
Springfield, VA 22152

CONTRACTOR AUTHORIZED OFFICIAL:

DocuSigned by:



5E774F3F80FA4FC
University of North Texas, Health Center

6/18/2019

Date

GOVERNMENT AUTHORIZED OFFICIAL:

JOHN GIRARD

John Girard
Contracting Officer

Digitally signed by JOHN GIRARD
Date: 2019.06.19 14:48:13 -04'00'

Date

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/sites/default/files/current/far/html/FARTOCP52.html#wp372482>.

(End of clause)

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

- | | | |
|-------------------------------------|----------------|--|
| <input type="checkbox"/> | 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) |
| <input type="checkbox"/> | 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) |
| <input type="checkbox"/> | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) |
| <input type="checkbox"/> | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) |
| <input type="checkbox"/> | 52.204-12 | UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) |
| <input checked="" type="checkbox"/> | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) |
| <input type="checkbox"/> | 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) |
| <input checked="" type="checkbox"/> | 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) |
| <input type="checkbox"/> | 52.204-21 | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) |
| <input type="checkbox"/> | 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES, IN ALL SOLICITATIONS AND CONTRACTS (JUL 2018) |
| <input type="checkbox"/> | 52.207-5 | OPTION TO PURCHASE EQUIPMENT (FEB 1995) |
| <input type="checkbox"/> | 52.209-12 | CERTIFICATION REGARDING TAX MATTERS (FEB 2016) |
| <input checked="" type="checkbox"/> | 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018) |
| <input type="checkbox"/> | 52.212-4 ALT I | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017) WITH ALTERNATE I (JAN 2017) |
| <input checked="" type="checkbox"/> | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2018) |

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

(1) 52.203-19, Prohibition on Requiring Certain Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (Executive Order 13658).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
- ☐ (v) Alternate IV (AUG 2018) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☒ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (29)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☒ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O. 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O. 13423).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

- ☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).
- ☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- ☐ (iii) Alternate II (FEB 2006) of 52.247-64.

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

[Contracting Officer: check as appropriate.]

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
- ☐ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67, et seq.).
- ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67, et seq.).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67, et seq.).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67, et seq.).
- ☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- ☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509)).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) ☒ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) ((Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627)).
☐ (B) Alternate I (Mar 2015) of 52.222-50 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside of the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

- ☐ **52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**
 ***fill-in information in paragraph (d); enter agency point of contact name, phone #, and e-mail address ***

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

- ☐ 52.225-8 DUTY-FREE ENTRY (OCT 2010)
- ☐ 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- ☒ 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

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

52.227-14 Rights in Data General, Alternate IV (Dec 2007). As prescribed in 27.409(b)(5), substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c) Copyright-(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

DEA-2852.239-70 SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA (AUGUST 2012)

(a) Systems Security. The work to be performed under this contract requires the handling of data that originated within the Drug Enforcement Administration (DEA)/U.S. Department of Justice (DOJ), data that the contractor manages or acquires for the DEA/DOJ, and/or data that is acquired in order to perform the contract and concerns DEA/DOJ programs or personnel. For all systems handling such data, the Contractor shall comply with all security requirements applicable to DEA/DOJ systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST) DOJ IT Security Standards, and DOJ Order 2640.2F.

The Contractor shall provide DEA/DOJ access to and information regarding the contractor's systems when requested by the DEA/DOJ in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DEA/DOJ access shall include independent validation testing of controls, system penetration testing by DEA/DOJ, FISMA data reviews, and access by the DEA Office of the Chief Inspector/DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the Contracting Officer (CO) certifying the following requirements:

- (1) Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 validated product;
- (2) The Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
- (3) Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
- (4) The Contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been sanitized within 90 days or its use is still required. All DEA/DOJ information is sensitive information unless designated as non-sensitive by the Department.
- (5) Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DEA/DOJ data, shall not be removed from DEA/DOJ facilities unless encrypted using a NIST FIPS 140-2 validated product;
- (6) When no longer needed, all removable media and laptop hard drives shall be sanitized in accordance with security requirements applicable to DEA/DOJ;
- (7) The Contractor shall keep an accurate inventory of devices used on DEA contracts;
- (8) Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information; and

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

(9) All DEA/DOJ data will be removed from Contractor-owned laptops upon termination of contract work. This removal must be accomplished in accordance with the manner prescribed in the DOJ IT Security Standard - Version 1.4 (March 2011). Certification of data removal will be performed by the contractor's project manager and a letter confirming certification shall be delivered to the CO within 15 days of termination of contractor work.

(b) Data Security. By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph (a), in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DEA CO and the Contracting Officer's Representative (COR).

If the data breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, the Contractor shall notify the Cybersecurity Operations & Response Center, Validation, Integrity, and Penetration Response Unit (ISIV) [e-mail: isivsoc@usdoj.gov | tel: 703-285-7146] within one hour of discovery of the breach. The Contractor shall also notify the CO as soon as possible during regular business hours.

(c) Personally Identifiable Information Notification Requirement. The Contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined in OMB Memorandum M-07-16 dated May 16, 2007) was, or is reasonably believed to have been, compromised. 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. 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.

(d) Pass-through of Security Requirements to Subcontractors. The requirements set forth in paragraphs (a) through (c) above apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the Contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the Contractor.

(End of clause)

DEA-2852.242-77 PERMITS AND LICENSES (MAY 2012)

(a) The Contractor shall obtain, and maintain in effect, all necessary permits and/or licenses required by Federal, State and/or Local laws, regulations, or ordinances for the performance of work under this contract. For other than firm-fixed price contracts, the costs for obtaining such permits and/or licenses are reimbursable except for any such licensing or certification standards applicable to employee qualifications for performing the required work.

(b) The costs of obtaining and maintaining such permits and licenses are reimbursable to the extent permitted by the applicable cost principles specified in Part 31 of the Federal Acquisition Regulation.

(c) The Contractor shall comply with all applicable laws and ordinances pertaining to the work under this contract.

(End of clause)

DEA-2852.242-78 APPROVAL REQUIRED FOR ADVERTISING AND MEDIA RELEASES (MAY 2012)

The Contractor shall not release, publish, or otherwise disseminate any information regarding this contract or the specifics of the requirement in any public or private media, publication, or venue without the prior written approval of the Contracting Officer. Media communication releases pertaining to any aspect of the award or performance thereunder shall not be made without the prior written approval of the Contracting Officer.

(End of clause)

The following clauses are also applicable as indicated below.

☒ DEA-2852.203-70 FORMER EMPLOYMENT OR ASSIGNMENT WITH THE DEA (DEC 2017)

(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 http://www.dea.gov/resource-center/doing-business_acq_policies.shtml. When the intent to employ such individual is known prior to the award of a new contract or order, the contractor shall submit the employee's completed questionnaire and résumé to DEA concurrently with its proposal. When the intent is to employ such individual under an existing contract or order, the contractor shall submit the completed questionnaire and résumé electronically to the cognizant DEA contracting officer **AND** ethicsFAC@usdoj.gov.

(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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

- (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 (JAN 2017)**

- (a) This contract/order includes clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. This clause imposes a requirement on the contractor to inform its employees in writing of their whistleblower rights and protections set forth under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation, and to include the substance of the clause in all subcontracts exceeding the simplified acquisition threshold. A summary of these rights as well as key information and points of contact for reporting suspected waste, fraud, abuse, misconduct, or whistleblower reprisal is provided in the attached document entitled "Whistleblower Information for Department of Justice Contractors, Subcontractors, and Grantees."
- (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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

- (c) 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 2018)**

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

(End of Clause)

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

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

(End of clause)

☒ **DEA-2852.209-79 CONTRACTOR INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR RESTRICTING REPORTING OF WASTE, FRAUD, AND ABUSE (DEVIATION 2015-02) (APR 2016)**

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does not require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

- 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-2852.218-70 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 CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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

- (a) Pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Justice (DOJ), the U.S. Drug Enforcement Administration (DEA), a component of the DOJ, hereby executes a direct award to [enter name of 8(a) concern] under the authority delegated to it by the SBA in accordance with 13 CFR 124.501 and the PA. DEA will perform all contract execution and review functions pertaining to this award in accordance with the delegation. The DEA will notify the SBA of this award, as required by 13 CFR 124.503(a)(4)(ii), and provide SBA with a copy of the award.
- (b) Notwithstanding the identification of the parties on the award form, the prime Contractor for this award is the U.S. Small Business Administration, and [enter name of 8(a) concern] is the Subcontractor.
- (c) The cognizant SBA district office is:
- [SBA district office]
 [street address]
 [city, state and zip code]
- (d) [enter name of the 8(a) concern] shall:
- (1) Notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control;
 - (2) Comply with the applicable performance requirements of clause 52.219-14, Limitations on Subcontracting as checked below: *[Contracting officer: check only one performance standard based on the primary purpose of the contract.]*
 - ☐ *Services (except construction)* — At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - ☐ *Supplies (other than procurement from a nonmanufacturer of such supplies)* — The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - ☐ *General construction* — The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees
 - ☐ *Construction by special trade contractors* — The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (3) Provide the contracting officer with evidence of compliance with the applicable performance standard. This report shall show total dollars expended in the cost category specified in the performance standard both for the reporting period and cumulative to date along with the dollars and percentage of total dollars expended from the contractor's resources. This report shall be submitted annually. A final report covering the entire period of the contract shall be submitted upon expiration of the contract.
 - (4) Not subcontract the performance of any of the requirements of this contract without the prior written approval of the Contracting Officer.
- (e) Compliance with the Limitation on Subcontracting clause is a mandatory performance requirement of this contract.
 (End of clause)

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

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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_confrmnce.aspx.
- (End of clause)

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

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

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

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

☐ **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).

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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

VII. PERSONALLY IDENTIFIABLE INFORMATION NOTIFICATION REQUIREMENT

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

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

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

(End of Clause)

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

- (a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) or the United States Government Configuration Baseline (USGCB). This includes Internet Explorer 7 and 8 configured to operate on Windows XP, Windows Vista, and Windows 7 (in Protected Mode on Windows Vista and Windows 7).
 - For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html.
 - For the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.
 - For Windows 7 settings, see: http://usgcb.nist.gov/usgcb_content.html.
 - (b) The standard installation, operation, maintenance, updating, and/or patching of software shall not alter the configuration settings from the approved FDCC or USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.
 - (c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.
- (End of clause)

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

☒ **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 and on PPIRS at 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 (FAPIIS) 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.DIVERSION@USDOJ.GOV;
 - (2) JACQUELINE.P.SCHOTTLER@USDOJ.GOV; and
 - (3) TENEILLE.D.WALKER@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 required in FAR 32.905(b), a proper invoice shall also include the following minimum additional information and/or attached documentation:
- (1) Total/cumulative charges for the billing period for each Contract Line Item Number (CLIN);
 - (2) Dates upon which items/services were delivered; and

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

(3) The Contractor's Taxpayer Identification Number (TIN).

(d) Invoices will be rejected if they are illegible or otherwise unreadable, or if they do not contain the required information or signatures.
 (End of Clause)

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

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

(End of clause)

☐ **DEA-2852.242-80 CONTRACTOR TELEWORK**

(a) Definitions.

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

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

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

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

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

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

"Task Monitor" means an individual designated and authorized in writing by DEA to conduct and document day to day contract administration functions in the field.

(b) The Program Office may approve a telework plan and have overall responsibility for the administration of this clause within their organizational jurisdiction.

(c) The COR/TM, in conjunction with the Program Office must make a written determination that:

- (1) Certain work functions or the missions of certain work units are suitable for a telework arrangement;
- (2) The Contractor is suitable for telework based on individual performance, program requirements and mission objectives;
- (3) Summary of work performed during teleworked hours is submitted to the COR/TM on a bimonthly basis;
- (4) The Contractor shall sign and submit the completed DEA Contractor Telework Agreement Form;
- (5) The COR/TM shall retain the signed DEA Contractor Telework Agreement Form in the contract file for record keeping;
- (6) The Contractor shall obtain the necessary technology prior to teleworking:
 - i. Firebird Anywhere - <http://intranet/sites/si/Mobile/fba/Pages/default.aspx>; OR
 - ii. DEA issued Laptop--If the contractor's current computer is a desktop, the Program Office may request a laptop using a DEA-19 form for the Contractor to take home when teleworking.

DEA CLAUSE MATRIX – COMMERCIAL ITEMS

Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

- (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-2852.247-70 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 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 provide the Contractor with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking; for the component or components where the Contractor will be performing. The Contractor agrees to inform its employees and employees of subcontractors, who will be assigned to work on DOJ premises, with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking.

(End of Clause)

DEA CLAUSE MATRIX – COMMERCIAL ITEMS
Updated through FAC 2005-101 (10/26/2018)

ORDER #: 15DDHQ19A00000016

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

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

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

CONTRACTOR: The full text of the clause may be found at http://www.dea.gov/resource-center/doing-business_acq_securityClauses.shtml.

DEA-2852.204.94 (January 2013)

1

DEA-2852.204.94 (January 2013) SECURITY REQUIREMENTS FOR NON-SENSITIVE POSITIONS ESCORTED ACCESS—U. S. CITIZENSHIP REQUIRED

DEA's personnel, information, and facility security requirements for contracts, task orders, delivery orders, purchase orders, blanket purchase agreements, reimbursable agreements, and other types of contractual arrangements (hereafter referred to as "contract" and "Contractor") to provide goods and services to DEA are hereby provided for the subject access level. The forms listed in Section V are available at www.justice.gov/dea/index.shtml; click on "Doing Business with DEA".

I. GENERAL

A. Contractor's Security Officer

1. The Contractor shall establish and maintain a security program to ensure that all requirements set forth in this provision are accomplished efficiently and effectively. The Contractor's time and expenses for recruiting, interviewing, and security screening are considered overhead and may not be billed directly to DEA.
2. 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 personnel security screening to the extent possible.
3. The Contractor shall make every effort to preclude incurrence of avoidable costs by the Government by ensuring that all applicants and personnel furnished on this contract are eligible, reliable, and of reputable background and sound character. Security screening shall include, but not be limited to, verification of current home address, telephone number, and prior work experience (See Item 8 under D. Documentation Requirements below.), and resolution of delinquent debt related issues that have the potential to disqualify an applicant from working on a DEA contract.
4. The Contractor shall ensure that applicants submitted to DEA meet the basic eligibility requirements, such as job skills, certificates if required, residency, and none of the disqualifying factors described below. DEA recognizes that law enforcement records and other information the Contractor is able to obtain regarding an individual's history relative to the disqualifying factors is limited. However, much of this information is requested on Standard Form 85, Questionnaire for Non-Sensitive Positions (Revised September 1995). The Contractor is encouraged to re-interview each applicant based on the answers entered on the SF85.
5. Debt-related issues are the most prevalent derogatory issues found during background investigations and cause delays in the adjudication of security clearances. The Contractor is encouraged to obtain the applicant/employee's credit report and have any issues resolved prior to submitting the security clearance request forms to DEA. DEA currently uses Experian Credit Reporting Services; however, the Contractor may use the credit reporting agency of its choice. In compliance with the Fair Credit Reporting Act of 1970, as amended (15 U.S.C. 1681, *et seq.*), the following must be used when the Contractor obtains a credit report:
 - a. A credit report shall be obtained for accounts in the applicant/employee's name only. This will be a "personal report for employment purposes." Do not obtain a credit report for joint accounts.

DEA-2852.204.94 (January 2013)

2

- b. 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.
- c. 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(c)(3) of Title 15 U.S.C.
- d. If a potentially disqualifying debt-related issue surfaces that the applicant/employee omitted from the SF85, Questionnaire for Non-Sensitive Positions, the personnel security request forms should not be submitted to DEA unless the applicant/employee provides strong mitigating information that clearly explains the omission and how the issue will be satisfactorily resolved.
- e. Blank forms and additional information regarding credit reports are available at www.justice.gov/dea/index.shtml; click on "Doing Business with DEA".
6. The Contractor shall ensure that all security related forms and questionnaires are filled out correctly and completely and are signed, dated, and submitted to the Contracting Officer's Representative or Task Monitor (COR/TM) in a timely manner. *Personnel security packages with incomplete documentation will be rejected and returned to the contractor without further action.*
7. DEA's request for additional information or documents regarding the background investigation shall be responded to within 30 days unless the office of Security Programs grants an extension. If this timeframe is not complied with DEA reserves the right to disqualify the applicant/employee.
8. The monthly Administrative Report shall include the status of the Contractor's applicants seeking DEA security approvals. The monthly report shall include the current status of all personnel security requests, date the packages were submitted to the COR/TM; dates security approval notifications were received from DEA; the number of approved employees; the number of disapproved applicants; and the number of applicants pending approval. The due date of the report will be established by the COR/TM upon contract award or the issuance of an order.

B. General Requirements

1. DEA will conduct background inquiries on all of the Contractor's personnel to be assigned to this contract and on those officials of the company, *including the Security Officer and Alternate Security Officer*, who will be directly involved in any aspect of management of the assigned personnel.
2. Contractors shall include the following statement in employment advertisements: *"Applicants selected will be subject to a Government security background investigation and must meet eligibility and suitability requirements."*
3. As a minimum, DEA will query law enforcement agencies' indices and the following record systems:

DEA-2852.204.94 (January 2013)

3

- Fingerprint Query by the Federal Bureau of Investigation (FBI)
 - Narcotics and Dangerous Drug Information System (NADDIS)
 - National Crime Information Center (NCIC)
 - National Law Enforcement Telecommunications System (NLETS)
 - Credit Reporting Agencies
4. Only U.S. citizens, by birth or naturalized, shall be permitted to perform services on this contract.
5. All applicants must have resided legally in the United States for at least three (3) years of the last five (5) years, *unless the applicant was:* (The three (3) years do not have to be consecutive.)
- 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 the 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.
6. All personnel assigned to this contract must be approved in writing by the DEA Office of Security Programs for escorted access to DEA facilities and worksites.
7. The Contractor's employee(s) shall not be assigned to perform services for DEA until the Contractor has been notified in writing by the COR/TM that the individual(s) has been approved by the DEA Office of Security Programs.
8. Applicants whose background inquiries 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 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 Freedom of Information Act and the Privacy Act (FOIA/PA).
9. 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 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.
10. The Contractor shall immediately inform the COR/TM in writing when an employee or applicant for a DEA contract has transferred to another contract, has resigned or has been terminated by the Contractor, or any other type of action that constitutes a break in the Contractor-employee relationship. The COR/TM shall provide such information in writing to the DEA Office of Security Programs.
11. The COR/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 not communicate directly with the Contractor's employees or

DEA-2852.204.94 (January 2013)

4

applicants regarding personnel security issues unless communicating through the Contractor would violate the FOI/PA.

C. Documentation Requirements

1. A clearance for access to national security information (NSI) is not required nor authorized by this contract. However, a previously conducted background investigation that was favorably adjudicated by the Defense Security Service (DSS) and considered to be current will be accepted and supplemented with criminal record and credit report checks conducted by DEA. *The Contractor's transmittal letter to DEA must indicate the applicant has a security clearance through DSS.*

1.a. Only those forms described below in Items 1.b; 1.c; 1.d; 5; 8; 10; and 11 (16 and 17 if applicable) are required to be submitted to the COR/TM when the applicant has current national security information clearance through DSS.

1.b. One (1) original of form, Contract Employee's Authorization to Conduct Agency-Specific Record Checks (February 2009). This will be used by DEA to supplement the criminal record checks previously conducted by the DOD/Defense Security Service (DSS).

1.c. One (1) copy of the JPAS Person Summary if the applicant has a CONFIDENTIAL, SECRET or TOP SECRET NSI clearance granted through the DSS. A JPAS Person Summary is considered current as follows and is based on the investigation date. It is not based on the date the clearance was granted by DSS or the date the JPAS Person Summary was issued to the contractor:

- CONFIDENTIAL—Date of the background investigation or periodic reinvestigation is not more than fifteen (15) years ago.
- SECRET—Date of the background investigation or periodic reinvestigation is not more than ten (10) years ago.
- TOP SECRET—Date of the background investigation or periodic reinvestigation is not more than five (5) years ago.

1.d. A JPAS Person Summary that states an INTERIM clearance will be accepted when the date the INTERIM clearance was granted was 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 shall forward the final clearance to DEA Headquarters/Personnel Security Section.* (Because access to NSI is not required nor authorized by this contract, the JPAS Person Summary does not have to show the providing Contractor's organizational name as the clearance holder.)

1.e. *Do not submit a JPAS Person Summary that states:* 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.

1.f. SF86, Questionnaire for National Security Positions; SF85P Questionnaire for Public Trust Positions; SF85P-S, Supplemental Questionnaire for Selected Positions; SF85, Questionnaire for Non-Sensitive Positions; Fingerprint cards; OBD-236, Inquiry Regarding Suitability of Applicant; Loyalty Oath; Foreign National Relatives or Associates Statement; and Verification of U.S. Citizenship forms are **NOT** required when the applicant has a current DSS clearance and JPAS Person Summary is provided.

DEA-2852.204.94 (January 2013)

5

2. If the applicant has a favorable Public Trust Suitability Determination by another U. S. Government agency, provide one (1) copy of that agency's Notice of Suitability Determination. The Notice must indicate the type of background investigation 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.

2.a. 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 favorable Public Trust Suitability Determination by another U. S. Government agency. One (1) copy of the SF85, Questionnaire for Non-Sensitive Positions IS required.

3. The forms and documents described in Items 5 through 17 below shall be completed and submitted as instructed for each form and submitted to the COR/TM. The COR/TM will provide a supply of blank fingerprint cards to the Contractor. The Contractor shall reproduce the other forms listed below under V. **SECURITY FORMS** as needed. The completed forms will be used by DEA to conduct the background inquiries or to supplement a background investigation previously conducted by the Defense Security Service (DSS) or other U.S. Government agency. DO NOT SUBMIT FORMS AND DOCUMENTS THAT ARE NOT REQUIRED. DO NOT SUBMIT EXTRA COPIES OF FORMS.

4. Do not staple or use ACCO fasteners or otherwise bind the forms together. A paper clip or binder clip will suffice. Put each applicant's forms 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 forms to the COR/TM at the address provided elsewhere in this contract via hand delivery, FedEx, UPS, Express Mail, Registered Mail, Delivery Confirmation, etc., to have a record of delivery and receipt.

5. One (1) original and separate transmittal letter on official company stationery for each applicant which indicates the contract/order/agreement number, the applicant's full name, social security number, and labor category.

6. One (1) original of form SF85, entitled Questionnaire for Non-Sensitive Positions (Revised September 1995), with original signatures in black ink on Page 5 and the Authorization for Release of Medical Information. The SF85P may be typed or legibly printed by hand. *DO NOT SUBMIT THE INSTRUCTION PAGES OF THE SF85. (An SF85 is not required if the applicant possesses a current CONFIDENTIAL, SECRET, or TOP SECRET security clearance—or an interim clearance—granted by DSS or another U. S. Government agency. Submit the Contract Employee's Authorization to Conduct Agency-Specific Record Checks form instead.)*

6.a. All white-outs, erasures, or other types of corrections or changes on the SF85 must be initialed by the applicant.

6.b. The date of the applicant's signature on the SF85 must not be more than 30 days old when submitted to the COR/TM. Pen and ink changes, with the applicant's initials, or supplemental information on a plain piece of paper with the applicant's name, social security number, and signature are acceptable methods to update and correct the SF85. Page 5 and the Authorization for Release of Medical Information must be signed again with a current date. If there are no changes since the date the SF85 was signed originally, the applicant may re-sign and re-date the SF85 with the notation, "No changes."

DEA-2852.204.94 (January 2013)

6

6. Three (3) originals of Federal Bureau of Investigation Form FD-258, entitled Applicant (fingerprint card). *The fingerprint cards MUST be blue text on white card stock.* All three fingerprint cards must have original signatures in black or dark blue ink. The fingerprints may be taken by DEA personnel, the Contractor's Security Officer, at a police department or sheriff's office, 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. *(Fingerprint cards are not required if the applicant possesses a current CONFIDENTIAL, SECRET, or TOP SECRET security clearance—or an interim clearance—granted by DSS or a favorable Public Trust Suitability Determination by another U. S. Government agency.)* DO NOT BEND, FOLD, HOLE PUNCH, STAPLE, OR OTHERWISE MUTILATE THE FINGERPRINT CARDS.
8. One (1) original of the 3-page Drug Use Statement. The witness may be the Contractor's Security Officer, personnel officer, project officer, project manager, vice president, or president or a notary public as long as the witness occupies a position of responsibility and is not a relative of the applicant. *The witness' name and title must be printed under the signature line.*
9. One (1) original of each form OBD-236, Inquiry Regarding Suitability of Applicant (SEPT. 84), prepared as applicable to 9.a. or 9.b. below. OBD-236 forms may be typed or printed legibly by hand. *(OBD-236 forms are not required if the applicant possesses a current CONFIDENTIAL, SECRET, or TOP SECRET security clearance—or an interim clearance—granted by DSS or a favorable Public Trust Suitability Determination by another U. S. Government agency.)*
 - 9.a. Each employer for the past five (5) years, including the current employer, shall be contacted by telephone and asked all eight (8) questions—and only those questions—on the OBD-236. Verified dates of employment will be accepted if an employer's corporate policy does not permit providing additional information. If an employer cannot be contacted, efforts to make contact shall be noted on the OBD-236.
 - 9.b. If the applicant does not have an employment history, three (3) associates/references shall be contacted by telephone and asked questions 1 through 5—and only those questions—on the OBD-236. The references must have known the applicant for at least two (2) years and may be co-workers, personal references, or selected from the names provided in Questions 8 and 9 of the SF85.
10. One (1) original of Department of Justice Form DOJ-555 (Revised Oct. 2008), Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act. The "Current Organization Assigned" is the Contractor's corporate name plus the DEA Division/Office for this contract.
11. One (1) original of the form entitled, RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED. This form is required in addition to the DOJ-555 above.
12. *If applicable, one (1) original of Loyalty Oath:* Only if the applicant is a U.S. citizen, by birth or naturalized, and has *dual citizenship* in a foreign country.
13. *If applicable, one (1) original of Foreign National Relatives or Associates Statement:* Only if the applicant has *foreign national relatives or associates*, regardless of whether the foreign national relatives or associates reside in the United States or a foreign country. Do not include foreign-born relatives or associates who are United States citizens. Once a foreign-born individual acquires United States citizenship, the individual is no longer a "foreign national."

DEA-2852.204.94 (January 2013)

7

14. *If applicable, one (1) copy of the U.S. Citizenship Certificate of Naturalization or U. S. Passport.* This may be either a current or previous U. S. Passport. NOTE: The National Industrial Security Program Operating Manual, DOD Directive 5520.22-M, Section 2-206, authorizes the Contractor to require each applicant who claims U.S. citizenship to produce evidence of citizenship. However, some naturalized U.S. citizens may be reluctant to photocopy the Certificate of Naturalization or U. S. Passport due to the prohibition printed on the front of the certificate. In those cases, an official of the Contractor company or a DEA employee may personally view the Certificate of Naturalization or U. S. Passport and sign a statement verifying that the individual is a U.S. citizen. (A sample statement is provided under Security Forms.)

15. *If applicable, one (1) copy of a U.S. Department of State form FS-240, FS-545, or DS-1350, Report of Birth Abroad of a Citizen of the United States, or a Certificate of Citizenship:* Only if U.S. citizenship was acquired by birth abroad to a U.S. citizen parent or parents.

16. *If applicable, one (1) copy of the Declaration and one (1) copy of the Trustee's most recent quarterly payment statement or completion of repayment if the applicant filed bankruptcy under Chapter 13 within the past ten years, or one (1) copy of the Order discharging the debt if the applicant filed bankruptcy under Chapter 7 within the past ten years.*

17. *If applicable, one (1) copy of any other document(s) as proof of satisfactorily resolving a delinquent debt issue(s).*

E. 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.

1. Suitability is a requirement for employment on a DEA contract as it concerns an individual's conduct, character, reputation, reliability, trustworthiness, loyalty to the United States, and fitness as related to the efficiency of the service. To be suitable, an individual's assignment or continued assignment to a DEA contract must be reasonably expected to promote the efficiency of the DEA's service to the public. A reasonable expectation that an individual's assignment to a DEA contract will not promote the efficiency of the service is established when an adverse connection, or nexus, is shown between the conduct in question and the performance of the individual or DEA accomplishing its mission.

2. Any one or more of the following factors—as disclosed on the SF85P+SF85P-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 completed security forms using the following criteria. If relevant information obtained is determined to be a mandatory disqualification factor, a request for security approval should not be submitted to DEA until the disqualifying factor is resolved favorably.

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.

DEA-2852.204.94 (January 2013)

8

(3) Pending indictments or pending criminal charges, regardless of whether the charge(s) is a felony or misdemeanor.

(4) 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

(1) 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.

(2) Applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous drugs, except those medically prescribed, possibly 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, except medically prescribed, after employment on a DEA contract is cause for removal.

c. False Statements

(1) 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:

(2) Altering the condition of discharge on military documents.

(3) Altering college transcripts.

(4) Falsely completing or failure to disclose information on the SF-86 or any other documents used in the background investigation process.

(5) Conflicting statements of drug use, either on the SF-86, on the Drug Use Statement, or during the background investigation.

d. Debt Related Issues

(1) 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 of number of suitability and security concerns that an individual must satisfactorily resolve before an affirmative adjudicative decision can be made.

(2) Each applicant's indebtedness will be reviewed on an individual basis.

(3) 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.

e. Allegiance to the United States

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

DEA-2852.204.94 (January 2013)

9

(2) 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.

(3) Foreign influence or preference.

f. Personal Conduct

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

(2) Reliable, unfavorable information provided by associates, employers, coworkers, neighbors, and other acquaintances.

(3) 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.*

(4) 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.

(5) 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.

(6) Association with persons involved in criminal activity.

(7) Current or recent history of continuing alcohol or prescription abuse.

(8). Misuse of information technology systems.

F. Personnel Security Requirements

1. When the Contractor's employee reports for duty on a DEA contract, the COR/TM will provide a DEA Form 487 entitled, Reporting Responsibilities/NonDisclosure Agreement, to the employee and obtain the employee's signature prior to the commencement of services: *This form must be witnessed and signed by a DEA employee.* (See Item 2 under G. Information Security Requirements below.)

2. The Contractor shall notify the COR/TM in writing of the following, prior to occurrence or immediately thereafter, when a Contractor employee has a change in marital status. The COR/TM will notify ISR.

a. Married, divorced, or widowed.

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

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

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

e. 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).

3. A mandatory periodic reinvestigation will be conducted once every five (5) years if the previous background investigation was based on the SF85P and SF85PS, Questionnaires for Public Trust Positions. A mandatory periodic reinvestigation will be conducted once every fifteen (15) years if the previous background investigation was based on the SF86, Questionnaire for National Security Positions.

DEA-2852.204.94 (January 2013)

10

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.

4. If the Contractor is notified that an employee's access to DEA has been revoked or suspended, the Contractor must remove the employee immediately from further performance of services for DEA.

G. Information Security Requirements

1. Work performed under this contract requires access to one or more of the following categories of protected information: DEA SENSITIVE, Sensitive But Unclassified, Law Enforcement Sensitive, or the Freedom of Information Act and Privacy Act. The contractor and its personnel shall comply with all Federal, Department of Justice, and DEA regulations, policies, and guidelines regarding information security.

2. Prior to the commencement of any work for DEA, the contractor's employee(s) shall declare in writing (utilizing form DEA-487, Reporting Responsibilities/NonDisclosure Agreement, described above in Paragraph E-1a) that he or she intends to be governed by and comply with Federal laws prohibiting the disclosure of information obtained during the course of their work for DEA. The declaration will be witnessed and accepted by a duly authorized DEA representative (generally the COR/TM or a DEA Security Officer) on behalf of the Administrator, DEA.

3. 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 the Contractor and its employees 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.

4. The contractor and its 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 this contract and shall not be divulged nor made known in any manner to any person except as necessary to perform this contract. The contractor's employee(s) shall not divulge, sell, or distribute any information at any point in time, even after termination or expiration of a contract.

5. Except as specifically authorized in writing by the COR/TM, the Contractor's 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.

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

7. Except as specifically authorized by the COR/TM, the Contractor's personnel are prohibited from reproducing DEA source media or written products.

8. The contractor shall notify each of its officers and employees having access to DEA information that such information may be used only for the purpose and to the extent authorized in this 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,

DEA-2852.204.94 (January 2013)

11

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.

9. The contractor and its employees shall ensure that information technology (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 existing security safeguards cease to function, the discoverer shall bring the situation to the attention of the other party immediately.

H. Facility Security Requirements

1. The Contractor's personnel must be escorted by a DEA employee at all time when visiting a DEA or other U. S. Government facility in the performance of this contract.

2. 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.

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

4. The COR/TM is responsible for collecting all DEA-issued property upon the departure of an individual from assignment to this 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.

II. STANDARDS OF CONDUCT

A. The Contractor shall be responsible for maintaining satisfactory standards of employee competence, conduct, appearance, and integrity and shall be responsible for reporting allegations of misconduct to the COR/TM.

B. All of the Contractor's employees performing work under this contract are required to comply with the following minimum standards of conduct:

1. Demonstrate good manners and courtesy toward DEA employees, Federal officials, and the general public, and maintain a respectful and helpful attitude during the performance of duties under this contract.
2. 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 employees shall wear dress shirts and dress slacks (or uniforms when required by the contract/order). Female employees shall wear conservative dresses, dress slacks or skirts and sweaters or blouses (or uniforms when required by the contract/order).
3. On or off duty, 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.

*

DEA-2852.204.94 (January 2013)

12

4. On or off duty, 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.
5. On or off duty, do not discuss duty assignment(s) under this contract except in an official business capacity with the Contractor's Site Supervisor and fellow The Contractor's personnel assigned to this contract, DEA officials, or other Government officials having an official need-to-know.
6. While on duty, do not gamble, unlawfully bet, or promote gambling on Government property or while performing Government work at the Contractor's site.
7. Do not possess or consume narcotics, dangerous drugs, marijuana or other controlled substances while on or off duty, except to the extent that the substance is lawfully prescribed by a licensed medical provider.
8. Abstain from the consumption and possession of alcoholic beverages or other intoxicants while on duty and habitual intoxication while off duty.
9. Remain alert at all times while on duty. Perform assignments in accordance with prescribed laws, regulations, and the terms and conditions of this contract to the best of ability and in accordance with safe and secure working procedures and practices.
10. On or off duty, do not solicit or accept gifts, favors or bribes in connection with the performance of duties under this contract. Report all efforts by others who offer such gifts, favors or bribes to the Contractor's Site Supervisor and to the COR/TM.
11. On or off duty, 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 this contract for purposes other than performance of work under this contract.
12. On or off duty, refrain from any activity that would adversely affect the reputation of the DEA.
13. Neither discriminate against nor sexually harass any person during the performance of duties under this contract.
14. On or off duty, avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities.
15. On or off duty, do not engage in criminal, infamous, dishonest, immoral, or disgraceful conduct.
16. Ensure that all financial obligations are met.
17. On or off duty, do not give false or misleading statements, or conceal facts, in connection with obtaining or retaining employment under or performing duties under this 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.
18. Do not make statements about fellow 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.
19. While on duty, do not fail, unnecessarily delay, or refuse to carry out all proper instructions and directions of the Contractor's Site Supervisor or DEA official having oversight responsibility for work under this contract.
20. Do not take, remove, possess, or use Government property or the property of others without written authorization.
21. Do not disturb papers on desks, open desk drawers, cabinets, safes, or enter secure space where access is not authorized.
22. Do not use Government telephones, facsimile, or duplicating equipment except as necessary in the performance of duties under this contract.
23. 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.
24. Do not engage in disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.

DEA-2852.204.94 (January 2013)

13

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

III. REMOVAL FROM WORK

A. The Contractor shall inform its employees of their duties, obligations, and responsibilities under this contract. The Contractor and its employees agree that, in addition to any other actions DEA may be entitled to utilize or employ, any Contractor employees who fail to cooperate fully with any inquiry or investigation or who fail or refuse to perform any duty under this contract may immediately and without advance notice have their DEA access suspended or revoked, be removed from the work site, and be released from their contractual duties. Additionally, 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 employees 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.

B. At the direction of the Contracting Officer, the Contractor is required to immediately remove any person from work under this contract should it be determined by DEA that such a person has violated or is in violation of the Standards of Conduct described above or another performance standard or requirement described in this contract; has been disqualified for either suitability or security reasons; who is found to be unfit for the performance of duties; whose continued work under this contract may jeopardize, compromise, or disrupt the safety and security of DEA facilities, property, information, and operations; who presents an actual or potential threat of any kind to DEA employees, official visitors, or the visiting public; or, whose continued work under this contract is otherwise contrary to the public interest as determined by the Contracting Officer.

C. 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 this 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 this contract shall be final. The Government is not obligated to inform either the Contractor or the person removed of the reason for the removal.

D. Any costs incurred by the Contractor for removal of the Contractor's employee from work under this 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.

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

IV. ADMINISTRATIVE INQUIRIES

A. The Contractor, its officers, and its employees assigned to, or otherwise participating in the performance of this contract, shall comply with the following ADMINISTRATIVE INQUIRIES provision. The provision authorizes the conduct of appropriate investigations and inquiries by duly appointed personnel conducting examinations, reviews, or investigations into information concerning

DEA-2852.204.94 (January 2013)

14

inappropriate conduct and/or allegations of impropriety, whether such conduct is criminal or administrative in nature.

B. The Contractor shall obtain, and make available upon request by the Contracting Officer, a certification, signed by each contract employee participating in the performance of this contract, attesting to the fact that they have been apprised of and will comply with the ADMINISTRATIVE INQUIRIES provision as stated herein.

1. The Drug Enforcement Administration (DEA) is a Federal law enforcement agency charged with investigating and prosecuting persons violating the drug laws of the United States. To ensure 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 law and regulation.
2. The Contractor and its personnel agree that an inspector or investigator of the DEA, Department of Justice, or any other duly authorized organization or entity shall have the right to conduct any and all inquiries or investigations deemed appropriate by such organizations or entities in response to information concerning, or allegations about, improper conduct or inappropriate actions, whether such conduct is criminal or administrative in nature.
3. The Contractor and its personnel agree to cooperate fully and to the best of their ability with any such inquiries or investigations. The Contractor and its personnel agree that persons performing such investigations or inquiries have the right to question the Contractor's personnel. The Contractor's personnel will respond fully and truthfully to such questioning and provide, as required, sworn statements, declarations, or affirmations, as directed, or participate in transcribed interviews as directed.
4. Contract personnel will retain their constitutional protection against compelled self-incrimination at all times. However, contract employees are required to answer questions under the following conditions: (1) if the subject being questioned is informed that the inquiry being conducted will not subject them to criminal prosecution, and (2) that any statements made by the subject cannot be used against the subject in any criminal prosecution (except in cases where the subject is criminally prosecuted for knowingly and willfully providing false information to investigating personnel). When these conditions are met, the subject is required to respond to questioning in accordance with this provision.
5. The Contractor and its personnel agree that there is no expectation of privacy in any DEA assigned or controlled work space, including offices, workstations, closets, or storage facilities, nor is there any expectation of privacy in any 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. The Contractor's personnel shall be placed on notice that any space or equipment may be searched with or without notice to the Contractor and its personnel.
6. The Contractor shall inform its employees of their duties, obligations, and responsibilities under this contract. The Contractor and its personnel agree that, in addition to any other actions DEA may be entitled to utilize or employ, contract personnel who fail to cooperate fully with any inquiry or who fail or refuse to perform any duty under this contract, may immediately and without advance notice have their DEA clearance suspended or revoked, be removed from the work site, or be released from their contractual duties. 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

DEA-2852.204.94 (January 2013)

15

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.

V. SECURITY FORMS

The Contractor does not have permission to alter any of these forms or to convert the forms to corporate letterhead. No other versions of these forms may be used.

--SF85, Questionnaire for Non-Sensitive Positions (Revised September 1995)
(The SF85 is available at www.opm.gov; click on Forms; click on Standard Forms; scroll down to SF85. The SF85 may be completed on-line and printed using the OPM Standard Forms link, but cannot be saved or transmitted in electronic format. Blank forms only may be printed from the DEA website.)

--FD-258, Applicant Fingerprint Card *(Fingerprint cards are not available electronically. Blank fingerprint cards must be obtained from the COR/TM.)*

The following forms are available at www.justice.gov/dea/index.shtml; click on "Doing Business with DEA" to print blank forms.

- Three-Page Drug Use Statement
 - DOJ-555 Revised Oct. 2008, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act
 - RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED
 - Resolution of Debt-Related Issues (10/28/03)
 - Common Language for Consumer Credit
 - Rules and Regulations – A Summary of Your Rights under the Fair Credit Reporting Act
 - Loyalty Oath
 - Foreign National Relatives or Associates Statement
 - Verification of U.S. Citizenship
 - Contract Employee's Authorization to Conduct Agency-Specific Record Checks
-



U. S. Department of Justice
Drug Enforcement Administration
Office of Acquisition & Relocation Management
8701 Morrisette Drive
Springfield, VA 22152

www.dea.gov

University of North Texas
ATTN: Dr. Gatch
3500 Camp Bowie Blvd.
Forth Worth TX, 76107

Subject: Blanket Purchase Agreement: 15DDHQ19A00000009
Call Order: 15DDHQ19F00001173

Dear Dr. Gatch:

The Drug Enforcement Administration (DEA) has awarded the subject Blanket Purchase Agreement to your University. **Please acknowledge receipt of this order by email by completing the acceptance below and returning this page to Contract Support Specialist, Jacqueline Schottler, via e-mail at Jacqueline.P.Schottler@usdoj.gov. Please sign and return the vendor signature page of the Blanket Purchase Agreement Document.** If you have any questions concerning this matter, please contact Jacqueline directly at (202) 598-2289.

Sincerely,
JACQUELINE SCHOTTLER
(Affiliate)

Digitally signed by JACQUELINE
SCHOTTLER (Affiliate)
Date: 2019.07.17 08:40:10 -04'00'

Jacqueline Schottler
Contract Support Specialist
Office of Acquisition & Relocation Management

Acknowledgement Certification:

I hereby acknowledge acceptance of the above subject Order.

Andrea Anderson, JD, Exec. Director, OSP
Print Name and Title



Signature

Date

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/17/2019		2. CONTRACT NO. (If any) 15DDHQ19A00000016		6. SHIP TO: Teneille Walker	
3. ORDER NO. 15DDHQ19F00001173		4. REQUISITION/REFERENCE NO. D-19-OD-0109		a. NAME OF CONSIGNEE DEA	
Attn: Office of Acq & Relo Mgmt (FA) Jacqueline Schottler 8701 Morrisette Drive Springfield, VA 22152				b. STREET ADDRESS Attn: Diversion Control Division(DC), 8701 Morrisette Drive	
				c. CITY Springfield	d. STATE VA
				e. ZIP CODE 22152	
				f. SHIP VIA	
7. TO:					
a. NAME OF CONTRACTOR UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH					
b. COMPANY NAME DUNS: 110091808					
c. STREET ADDRESS 3500 CAMP BOWIE BLVD					
d. CITY FORT WORTH		e. STATE TX		f. ZIP CODE 76107-2699	
9. ACCOUNTING AND APPROPRIATION DATA See Lines					
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input 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 <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT Destination					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE				
				16. DISCOUNT TERMS NET 30	

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This Call Order is made in pursuant to the terms and conditions in 15DDHQ19A00000016.					
	See Continuation Sheet(s)					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$81,291.50	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME DEA							
	b. STREET ADDRESS (or P.O. Box) Attn: Diversion Control Division(DC), Invoice.Diversion@usdoj.gov						\$81,291.50	17(i) GRAND TOTAL
	c. CITY Springfield			d. STATE VA	e. ZIP CODE 22152			
22. UNITED STATES OF AMERICA BY (Signature) JOHN GIRARD							23. NAME (Typed) Girard, John C.	
Digitally signed by JOHN GIRARD Date: 2019.07.17 14:30:19 -04'00'							TITLE: CONTRACTING/ORDERING OFFICER	

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	0003 Analgesia study(w/antagonist) X2 Line Period of Performance: 07/18/2019 - 07/17/2020	4,444.460000	EA	\$2.0000	\$8,888.92
0002	0004 Analgesia Incidental Cost Line Period of Performance: 07/18/2019 - 07/17/2020	73.000000	EA	\$2.0000	\$146.00
0003	0005 Drug Discrimination (Morphine Training Drug) Ref: Table 3 \$3,611.84 per 12 mo maintenance drug Line Period of Performance: 07/18/2019 - 07/17/2020	1.000000	YR	\$43,342.0800	\$43,342.08
0005	0007 Drug Discrimination of test drug Assay X 10 0007-ED Drugs for Drug Discrimination below Line Period of Performance: 07/18/2019 - 07/17/2020	10.000000	EA	\$2,668.4500	\$26,684.50
0006	0008 Drug Discrimination of test drug Incidental Cost The purpose of this DEA-19 is to issue a Call order for pharmacological testing. Line Period of Performance: 07/18/2019 - 07/17/2020	10.000000	EA	\$73.0000	\$730.00
0007	0009 Drug Cost - Not to Exceed The purpose of this DEA-19 is to issue a Call order for pharmacological testing. Line Period of Performance: 07/18/2019 - 07/17/2020	3.000000	EA	\$500.0000	\$1,500.00
				TOTAL	\$81,291.50

FUNDING DETAILS:

ITEM NO	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$81,291.50	DEA-2019-DXD-DC-2900000-DCF-G3-ENF-25211-HDQ-2920320-2019
		TOTAL: \$81,291.50	