

Exhibit Number**ACKNOWLEDGEMENT OF CONTRACTOR RESPONSIBILITIES**

The Drug Enforcement Administration (“DEA”) acquires supplies and/or services from government Contractors (hereinafter, “Contractor(s)”) performing under a DEA contract, task order, purchase order, delivery order, blanket purchase agreement (“BPA”), reimbursable agreement (“RA”), and/or other type of contractual agreement (hereinafter, “Contract(s)”). As necessary, the Contractor may hire employees, officers, consultants, or subcontractors to perform under the Contract (hereinafter, “Contractor Personnel”). Contractor Personnel who work under such contractor agreements with the DEA must maintain satisfactory standards of competence, appearance, integrity and ethical conduct and shall be responsible for reporting violations of the terms of this document as well as allegations of misconduct to the Contractor’s Program Manager and the DEA Contracting Officer’s Representative (“COR”).

I. CONTRACTOR GENERAL RESPONSIBILITIES

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

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

In accordance with DEA Clause 2852.204-80 Contractor Responsibility Form Certification, the Contractor shall certify that its employees read and sign this Contractor Responsibility Form before onboarding, and thereafter, annually on the anniversary date of employment.

A. SECURITY REQUIREMENTS**1. Personnel Security Requirements**

- a. The Contractor shall immediately inform the COR in writing when a Contractor Personnel or applicant on a DEA Contract has transferred to another contract, resigned, been terminated, or any other type of action that constitutes a break in the Contractor-employee relationship. The COR shall subsequently inform the Office of Security Programs of the same information at ISR.Security.Packages@dea.gov.
- b. A mandatory periodic reinvestigation will be conducted once every five (5) years if the previous background investigation was based on the SF-85P and SF-85PS, Questionnaires for Public Trust Positions. A mandatory periodic reinvestigation will be conducted once every five (5) years on all public trust positions. Contractors under the National Industrial Security Program will be reinvestigated in accordance with Defense Counterintelligence and Security Agency policy. The same suitability and security standards that are required for new applicants apply to reinvestigations.
- c. The Contractor has a continuing obligation to notify the COR, in writing, of any change in marital status of Contractor Personnel. As soon as possible, the Contractor must provide the COR with the following information:
 - i. Change in status: married, divorced, or widowed.
 - ii. Date, city, and country of marriage, divorce, or death of spouse.

- iii. Full name of current or former spouse (if notifying of a marriage, include wife's maiden name and any former married name(s)).
- iv. New spouse's social security number, date of birth, and place of birth (city, state, and country).
- v. New spouse's citizenship (include as applicable: alien registration number, date and place of entry into the United States, date and place of naturalization including courthouse and complete address, and citizenship certificate number).
- d. The COR shall subsequently inform the Office of Security Programs of the same information at ISR.Security.Packages@dea.gov.
- e. If an applicant was assigned to a DEA contract for a period of at least one (1) year, but less than five (5) years and is being considered for placement on the same or another DEA contract, the Contractor shall submit the following forms to the COR to update the criminal record and credit report queries:
 - i. Contract Personnel's Authorization to Conduct Agency-Specific Record Checks;
 - ii. DOJ-555 Revised Oct. 2008, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act; and
 - iii. Release—Fair Credit Reporting Act Of 1970, as amended; and the information regarding change in marital status, if applicable. With satisfactory results of the updated record queries, the COR will request the ISR to reactivate the individual's access to DEA facilities and information.
 - iv. The same suitability and security standards that are required for new applicants apply to reinvestigations.

2. Information Security Requirements

Contractor shall notify all Contractor Personnel having access to DEA information that such information may be used only for the purpose and to the extent authorized in the Contract, and that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. § 641. Section 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.

3. Facility Security Requirements

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

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

B. REMOVAL FROM THE CONTRACT

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

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

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

II. CONTRACTOR PERSONNEL RESPONSIBILITIES

Contractor Personnel who perform work under the Contract agree to comply with the *standards* set forth in this document. These requirements cover conduct on and off duty, unless otherwise noted. The standards include, but are not limited to:

A. MINIMUM STANDARDS OF CONDUCT IN PERFORMANCE OF DUTIES:

1. Conduct

- a. Contractor personnel shall maintain a business-like appearance at all times while on official duty in a government-owned or leased property (government facility). Except when authorized by the COR to use another mode of dress because of the need to perform a special task or for other circumstances (e.g., placing retired files in boxes), the standard of dress is "business casual";
- b. Contractor personnel shall remain alert at all times while on duty;
- c. Contractor personnel shall not engage or participate in gambling, betting, or

- management of lotteries while in a government facility or while performing contract responsibilities;
- d. Contractor personnel shall not discuss duty assignment(s) under the Contract, except in an official business capacity with the Contractor's Point of Contact and fellow Contractor Personnel assigned to the Contract, DEA officials, or other Government officials having an official need-to-know;
 - e. Contractor personnel shall not distribute or disclose information not available to the general public for non-official purposes;
 - f. Contractor personnel shall not access or attempt to access restricted space or property if not authorized;
 - g. Contractor personnel shall not take or use any DEA property, material, or information (e.g., DEA building passes, credentials, reports, or files) associated with the performance of work under the Contract for purposes other than performance of work under the Contract;
 - h. Contractor personnel shall not engage in disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting;
 - i. Contractor personnel shall not use a controlled substance except as maybe prescribed to the employee by a duly licensed medical professional for treatment of illness or condition or as contained in an over-the-counter medication;
 - j. Contractor personnel shall not consume, possess, or be under the influence of alcoholic beverages or other intoxicants while on duty or while present at a government facility;
 - k. Contractor personnel shall not solicit or accept gifts, favors, or bribes in connection with the performance of duties under the Contract;
 - l. Contractor personnel shall not intentionally destroy, mutilate, remove, falsify, conceal, alter, or make an unauthorized copy of any Government record for his/her own purposes, or conceal material facts by willful omission from official documents or records;
 - m. Contractor personnel shall not discriminate or sexually harass any person during the performance of duties under the Contract;
 - n. Contractor personnel shall refrain from engaging in any criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to DEA, to DOJ, or to the United States Government. This includes any conduct that indicates that contractor personnel failed to exercise good judgment either on or off duty. Contractor personnel shall always conduct themselves in a professional manner and observe the DEA Standards of Conduct, as well as applicable orders, policies, regulations, and laws of DEA, DOJ, and the federal government; and
 - o. Contractor personnel shall not give false or misleading statements, or conceal facts, in connection with obtaining or retaining employment under or performing duties under the Contract. This includes, but is not limited to, the provision of information during any administrative or criminal investigation or other proceeding, and the preparation of official reports.

2. Affiliations

- a. Contractor personnel are prohibited from associating with individuals known or suspected to be involved in illegal drug trafficking or other criminal activity in other than a strictly professional capacity. Contractor personnel are to strictly maintain only the highest standards of conduct with respect to informants, known criminals, or with individuals engaged in criminal activity.
- b. Contractor personnel may not associate with family members who are engaged in or suspected of engaging in ongoing criminal activity. Occasionally, contractor personnel

may have a family member who has been arrested, charged or convicted for criminal activity. Contractor personnel are not required to sever ties with family members who have committed to a *bona fide* substance abuse recovery program and may assist in the rehabilitative process, with supervisory notification. Nevertheless, contractor personnel are expected to conduct themselves in a manner that is above reproach when interacting with such family members. This includes taking particular care in safeguarding DEA information and avoiding situations where the contractor personnel could be implicated in criminal activity.

- c. Contractor personnel are required to immediately inform their supervisor and COR of any instance in which they have reason to believe that a spouse, domestic partner, or dependent child is suspected of committing any felony or any drug-related offense. Similarly, contractor personnel must immediately report to their supervisor and COR any instance in which they have reason to believe that someone residing in the same residence as the contractor personnel, regardless of relationship, is suspected of committing any felony or any drug-related offense.

B. SECURITY REQUIREMENTS

1. Information Security Requirements

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

- contractor-supplied computers located in the Government facility.
- f. Except as specifically authorized by the COR, Contractor Personnel are prohibited from removing any documents, records, source media, supplies, or equipment from the Government facility.
 - g. Except as specifically authorized by the COR, Contractor Personnel are prohibited from reproducing DEA source media or written products.
 - h. Contractor Personnel shall ensure that IT systems are appropriately safeguarded. If new or emerging security threats or hazards are discovered or anticipated by either the Government or the Contractor, or if current security safeguards cease to function, the discoverer shall bring the situation to the attention of the COR immediately.

2. Facility Security Requirements

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

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

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

- a. Contractor personnel must appear in person at least once before a DEA official who is responsible for checking the identification documents described in 2.d., below.
- b. For Contractor personnel who report for assignment to a DEA contract under a waiver pending completion of the background investigation, the facility access/building pass shall be re-validated by DEA when the background investigation is completed and favorably adjudicated. If the final adjudication is unfavorable for any reason, facility access/building passes badges issued under a waiver will be suspended or revoked.
- c. The COR is responsible for collecting all DEA-issued property upon the departure of an individual from assignment to the Contract. DEA-issued property includes, but is not limited to: building passes, identification badges, credentials, computers, files (paper or electronic media), and office equipment, supplies and accessories. The COR is responsible for returning the referenced property to the appropriate program office after receipt from the contractor.
- d. Contractor Personnel must present to DEA two types of identification in original form prior to being issued a facility access/building pass. At least one form of identification shall be a valid state or U.S. Government issued picture ID. The other acceptable types of identification are:

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

C. **PRIVACY**

Contractor Personnel agree that there is no expectation of privacy in any Government (DEA) assigned or controlled work space, including: offices, computers, workstations, closets, or storage facilities. Nor is there any expectation of privacy in any DEA equipment or other asset or fixture, including, but not limited to: desks, safes, file cabinets or containers of any kind, computers and any storage media, or any such spaces or equipment provided by the Contractor or its personnel for use in DEA facilities or premises.

Contractor Personnel shall be placed on notice that any space or equipment may be searched with or without notice to the Contractor and its personnel.

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

D. **ADMINISTRATIVE INQUIRIES**

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

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

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

All Contractor Personnel assigned to, or otherwise participating in the performance of the Contract, also agree to comply with any inquiry regarding insider threat detection or security incident detection conducted by a duly appointed official of DEA's Office of Security Programs.

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

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

Contractor Personnel Signature/Date