

DEA-2852.204.96 DRUG ENFORCEMENT ADMINISTRATION
SECURITY REQUIREMENTS FOR ACCESS TO SECRET AND
TOP SECRET NATIONAL SECURITY INFORMATION

SECURITY OFFICERS/ARMED GUARD SERVICES
CONTRACTS AWARDED BY THE DEPARTMENT OF
HOMELAND SECURITY – FEDERAL PROTECTIVE SERVICE

The Drug Enforcement Administration's (DEA) personnel, information, and facility security requirements for contracts, task orders, delivery orders, purchase orders, blanket purchase agreements, reimbursable agreements, and other type of contractual agreements (hereafter referred to as Contract and Contractor) to provide goods and services at DEA are hereby provided for the subject access level. The forms listed in Section V are available at www.dea.gov. Click on Acquisitions and Contracts and go to Security Forms.

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 the Government.
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, and resolution of delinquent debt related issues that have the potential to disqualify an applicant from consideration for employment on a Government 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. It is recognized 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, the Contractor is responsible for interviewing each applicant and reviewing the completed forms using the criteria provided below under Item D. Disqualifying Factors.
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 the Federal Protective Service (FPS) for subsequent submission to DEA. (DEA currently uses Equifax Credit Reporting Services, but 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 "persona 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. Blank forms and additional information regarding credit reports are available at www.dea.gov; click on Acquisitions & Contracts; and go to Security Forms.
6. The Contractor and FPS 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 Technical Representative or Task Monitor (COTR/TM) in a timely manner. *Personnel security packages with incomplete documentation may be rejected and returned to the contractor without any further actions performed by the FPS or DEA.*
 7. Requests for additional information or documents regarding the background investigation shall be responded to within 30 days unless the COTR/TM provides a written extension. *Failure to submit the requested information or documents in a timely manner may result in the applicant being determined unreliable and unsuitable for employment on a Government contract.*

B. General Requirements

1. When TOP SECRET is included in the personnel security access level for labor categories specified in the Statement of Work (SOW), the Contractor shall hold a current Facility Clearance at the TOP SECRET or INTERIM TOP SECRET level through the Department of Defense/Defense Security Service (DOD/DSS).
2. When the personnel security access level is SECRET for ALL labor categories specified in the SOW, the Contractor shall hold a current Facility Clearance at the SECRET or INTERIM SECRET level or TOP SECRET or INTERIM TOP SECRET level through the Department of Defense/Defense Security Service (DOD/DSS).
3. Requests for personnel security background investigations and adjudication of eligibility for security clearances shall be performed through DOD/DSS. The FPS will provide a Form DD-254, Department of Defense, Contract Security Classification Specification, as part of this contract.

4. The Contractor 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.”*
5. DEA will conduct record checks to supplement and update DOD/DSS background investigation for all Contractor personnel to be assigned to this contract and on those officials of the company who will be directly involved in any aspect of management of the assigned personnel. As a minimum, DEA will query the following record systems:
 - Narcotics and Dangerous Drug Information System (NADDIS)
 - National Crime Information Center (NCIC)
 - National Law Enforcement Telecommunications System (NLETS)
 - Credit Reporting Agencies
6. Only U.S. citizens, by birth or naturalized, shall be permitted to perform services on this contract.
7. All applicants must have resided in the United States for at least three (3) years of the last five (5) years, *unless the applicant was:* (The three 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.
8. All personnel assigned to this contract must be approved in writing by the DEA Office of Security Programs for access to SECRET or TOP SECRET national security information in DEA’s possession, as specified in the SOW for various labor categories.
9. The Contractor’s applicant(s)/employee(s) shall not be assigned to perform services for DEA until the FPS has been notified in writing by the COTR/TM that the individual(s) has been approved by the DEA Office of Security Programs.
10. The security suitability standards defined in Executive Order 12968 shall apply. Applicants whose supplemental record checks result in a determination of unsuitable or are otherwise determined unfavorable based on derogatory information shall be removed from further consideration for performance under this or *any* contract that involves DEA. DEA reserves the right to refuse the services of and/or terminate the access of any Contractor employee or applicant who is or may be judged a risk. The COTR/TM will inform the FPS 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).
11. 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.

12. The FPS shall immediately inform the COTR/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/Contractor-Applicant relationship. The COTR/TM shall provide such information in writing to the Personnel Security Section of DEA's Office of Security Programs.

13. The COTR/TM shall be the FPS and Contractor's point of contact for all personnel security communications, inquiries, and issues regarding this contract. All required documents shall be submitted to the COTR/TM. The COTR/TM will not communicate directly with the Contractor's employees or applicants regarding personnel security issues unless communicating through the Contractor would violate the FOIA/PA. Additionally, DEA's Personnel Security Section will not communicate directly with the Contractor, its employees, or its applicants.

C. Documentation Requirements

1. The forms and documents described below in *Items 3 through 10* shall be completed as instructed for each form and submitted to the COTR/TM. The Contractor shall reproduce the forms listed below under **V. SECURITY FORMS** as needed. The completed forms will be used by DEA to supplement the background investigation previously conducted by the DOD/Defense Security Service (DSS). DO NOT SUBMIT FORMS AND DOCUMENTS THAT ARE NOT REQUIRED BELOW. DO NOT SUBMIT EXTRA COPIES.

2. 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 COTR/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.

3. 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.

4. One (1) original of the form, Contract Employee's Authorization to Conduct Agency-Specific Record Checks (February 2009).

5. One (1) copy of a current (Joint Personnel Adjudication System) JPAS Person Summary from the DOD/Defense Security Service (DSS) which states eligibility for a SECRET or TOP SECRET national security information (NSI) clearance, as specified in the SOW for various labor categories. (See Item 5b. below regarding interim clearances.)

5a. A DSS 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:

- o SECRET—The date of the background investigation or periodic reinvestigation is not more than (10) years ago.

- TOP SECRET—The date of the background investigation or periodic reinvestigation is not more than five (5) years ago.

5b. A DOD/DSS JPAS Person Summary form which states eligibility for an INTERIM clearance will be accepted when the date the INTERIM eligibility was granted is not more than one (1) year ago. A copy of the final clearance shall be provided to the COTR/TM upon receipt. *The COTR/TM shall forward the final clearance to DEA Headquarters/Personnel Security Section.*

5c. If the applicant is cleared for SECRET or TOP SECRET (or INTERIM clearances) by DSS through a different Contractor, the JPAS Person Summary with the corporate name of the other Contractor will be accepted. The new Contractor shall obtain a JPAS Person Summary with its name as the “Organization” within 14 days of the individual reporting for duty on this contract and submit the new JPAS Person Summary to the COTR/TM. *The COTR/TM shall forward the new JPAS Person Summary to DEA Headquarters/Personnel Security Section.*

5d. ***Do not submit a JPAS Summary that states:*** Pending Adjudication, Loss of Jurisdiction, Declination, Discontinued, Cancelled, Denied, Revoked, Suspended, Ineligible or any other terminology which indicates the applicant does not have a current clearance or current eligibility for a clearance or interim clearance.

C-6. One original (1) of DEA’s 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.*

7. One (1) original of Department of Justice Form DOJ-555, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act (Oct. 2008). The “Current Organization Assigned” is the Contractor’s corporate name plus the DEA Division/Office responsible for this contract.

8. One (1) copy of the form entitled, RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED. This form is required in addition to the DOJ-555 above.

9. *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.

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

D. 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 contract involving DEA.

1. Suitability is a requirement for employment on a DEA contract/order/agreement as it concerns a person’s conduct, character, reputation, reliability, trustworthiness, loyalty to the United States, and fitness as related to the efficiency of the service. To be suitable, a person’s employment or continued employment

must be reasonably expected to promote the efficiency of the service. A reasonable expectation that a person's employment 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 person or DEA accomplishing its mission.

2. The following factors are grounds for mandatory disqualification for employment on a DEA contract and from further consideration for any type of employment involving DEA. The Contractor is responsible for interviewing each applicant and reviewing the completed forms using the following criteria. If relevant information obtained is determined as a mandatory disqualification factor, a request for approval should not be sent to DEA until the disqualifying factor is resolved favorably.

2a. Criminal Record

2a-1. Conviction resulting from a felony charge(s), regardless of when the conviction occurred.

2a-2. Multiple misdemeanor convictions, regardless of when the convictions occurred.

2a-3. Pending indictments or pending criminal charges, regardless of whether the charge(s) is a felony or misdemeanor.

2a-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.

2b. Illegal Drug Use

2b-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.

2b-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.

2c. False Statements

2c-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:

2c-2. Altering the condition of discharge on military documents.

2c-3. Altering college transcripts.

2c-4. Falsely completing or failure to disclose information on the SF-86 or any other documents used in the background investigation process.

2c-5. Conflicting statements of drug use, either on the SF-86, on the Drug Use Statement, or during the background investigation.

2d. Debt Related Issues

- 2d-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.
- 2d-2. Each applicant's indebtedness will be reviewed on an individual basis.
- 2d-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.

2e. Allegiance to the United States

- 2e-1. Evidence of activities developed during the background investigation that would bring the applicant's allegiance to the United States into question, such as:
- 2e-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.
- 2e-3. Foreign influence or preference.

2f. Personal Conduct

- 2f-1. Evidence of any of the following activities developed during the background investigation relative to the applicant's conduct and integrity.
- 2f-2. Reliable, unfavorable information provided by associates, employers, coworkers, neighbors, and other acquaintances.
- 2f-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.*
- 2f-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.
- 2f-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.
- 2f-6. Association with persons involved in criminal activity.
- 2f-7. Current or recent history of continuing alcohol or prescription abuse.
- 2f-8. Misuse of information technology systems.

E. Personnel Security Requirements

1. When the Contractor's employee reports for duty on a DEA contract, the COTR/TM will provide the following form to the Contractor's employee and obtain the employee's signature prior to the commencement of services:

- 1a. One (1) original of DEA Form 487 entitled, Reporting Responsibilities/NonDisclosure Agreement. This form must be witnessed and signed by a DEA employee.

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

- 2a. Married, divorced, or widowed.
- 2b. Date, city, and country of marriage, divorce, or death of spouse.
- 2c. Full name of current or former spouse (if notifying of a marriage, include wife's maiden name and any former married names(s)).
- 2d. New spouse's social security number, date of birth, and place of birth (city, state, and country).
- 2e. 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. 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.

4. The Contractor shall submit employees assigned to this contract to DOD/DSS for periodic reinvestigations as required by the National Industrial Security Program and provide current JPAS Person Summary forms to the COTR/TM. *The COTR/TM shall submit the new JPAS Person Summary forms to DEA Headquarters/Personnel Security Section.*

F. Information Security Requirements--National Security Information (NSI) Access

1. Work performed under this contract requires access to national security information/material classified at the SECRET and TOP SECRET levels. 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 COTR/TM or a DEA Employee 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 this contract, all data (documents and other media) and work products shall be relinquished immediately to the COTR/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 this contract.

5. Except as specifically authorized in writing by the COTR/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 COTR/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 COTR/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.

G. Security of Systems and Data, Including Personally Identifiable Information (PII)

a. Systems Security

Work performed under this contract may require the handling of data that originated within the Department of Justice/Drug Enforcement Administration (DOJ/DEA); data that the contractor manages or acquires for the DOJ/DEA; or data that is acquired in order to perform the contract and concerns DOJ/DEA programs and personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to DOJ/DEA systems, including but not limited to: all Executive Branch system security requirements--e.g., requirements imposed by the Office of Management and Budget (OMB), National Institute of Standards and Technology (NIST), DOJ Information Technology Security Standards, and DOJ Order 2640.2E.,_____ The contractor shall provide DOJ/DEA access to and information regarding the contractor's systems when requested by the DOJ/DEA in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the DOJ/DEA in such efforts. DOJ/DEA access shall include independent validation testing of controls, system penetration testing by DOJ/DEA, data reviews under the Federal Information Management Act (FISMA), and access by the 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 contract is prohibited until the Contractor provides a letter to the Contracting Officer (CO) certifying the following requirements. The CO will provide a copy of the certifying letter to the DOJ/DEA COTR/TM.

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The Contractor shall develop and implement a process to ensure that security and other applications

software is kept up-to-date;

3. Mobile computing devices shall 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 that has been erased within 90 days or that its use is still required. All DOJ/DEA 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 DOJ/DEA data, shall not be removed from DOJ/DEA facilities unless encrypted using a NIST FIPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ/DEA;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ/DEA contracts;
8. Rules of behavior shall be signed by all 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;
9. All DOJ/DEA data shall be removed from Contractor-owned laptops upon termination of contract work. This removal must be accomplished in accordance with DOJ Information Technology Security Standard requirements. Certification of data removal shall 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. The CO will provide a copy of the confirming certification to the DOJ/DEA COTR/TM.

b. Data Security

By acceptance of, or performance on, this contract, the Contractor agrees that with respect to the data identified in paragraph a. System Security, in the event of any actual or suspected breach of such data (e.g., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the Contractor shall immediately--*and in no event later than within one hour of discovery*-- report the breach to the CO, COTR, and DOJ/DEA COTR/TM

If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR/TM can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) *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

For the purpose of this contract, Personally Identifiable Information (PII) means any information about an individual that includes, but is not limited to: financial transactions, medical or criminal history; and information that can be used to distinguish or trace an individual's identity, such as their name, Social Security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual.

The Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the DOJ/DEA, and shall not proceed until the DOJ/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 DOJ/DEA. The contractor assumes full responsibility for taking corrective action consistent with the DOJ/DEA Data Breach Notification Procedures, 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. The Contractor shall certify that it has required each 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.

H. Facility Security Requirements

1. All work will be performed at the Government (DEA) site unless stated otherwise in the Statement of Work. "Safeguarding" will be indicated on the Form DD-254, Department of Defense, Contract Security Classification, if handling and/or storage of classified information/material is required at the Contractor's site.

2. 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, misuse, etc.

I. Facility Access Requirements

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

1. The Contractor's 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. Other acceptable types of identification are:

- United States Passport (unexpired or expired).
- 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.
- 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.
- Voter's Registration Card
- United States Social Security Card
- Birth Certificate (original or certified)
- United States military card or draft record
- Military dependent identification card
- United States Coast Guard Merchant Mariner Card
- Native American Tribal Document
- Certificate of United States Citizenship
- Certificate of Naturalization
- Certificate of Birth Abroad of a Citizen of the United States

- United States Citizen Identification Card
2. Contractor personnel must appear in person at least once before a DEA official who is responsible for checking the identification documents.
 3. For personnel who report(ed) for assignment to DEA under an interim clearance pending completion of the background investigation, the facility access/building pass shall be revalidated 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 an interim clearance will be suspended or revoked.
 4. The COTR/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 COTR/TM.
- B. All of the Contractor's employees performing work under this contract/order/agreement 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/order/agreement.
 2. Maintain a neat, well-groomed, and business-like appearance at all times while on official duty. Except when authorized by the COTR/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/agreement). Female employees shall wear conservative dresses, dress slacks or skirts and sweaters or blouses (or uniforms when required by the contract/order/agreement).
 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/order/agreement except in an official business capacity with the Contractor's Site Supervisor and fellow The Contractor's personnel assigned to this contract/order/agreement, 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/order/agreement 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/order/agreement. Report all efforts by others who offer such gifts, favors or bribes to the Contractor's Site Supervisor and to the COTR/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/order/agreement for purposes other than performance of work under this contract/order/agreement.
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/order/agreement.
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/order/agreement. 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/order/agreement.
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/order/agreement.
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 of 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 from work under this contract of the reason for the removal.

D. Any costs incurred by the Contractor for removal of a 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 contract 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.
4. The Contractor and its personnel agree that persons performing such investigations or inquiries have the right to question the Contractor personnel. Contractor 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.
5. 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.
6. 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. 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.
7. 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 following forms are available at www.dea.gov. Click on Acquisitions and Contracts and go to Security Forms. The Contractor does not have permission to alter any of these forms or to convert the forms to corporate letterhead.

- Contract Employee's Authorization to Conduct Agency-Specific Record Checks (February 2009)
 - 3-Page Drug Use Statement
 - RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED
 - DOJ-555, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act (Revised Oct. 2008)
 - 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
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