

**DEA-2852.204.84     PUBLIC TRUST POSITIONS—SECURITY REQUIREMENTS FOR ACCESS TO DEA SENSITIVE INFORMATION/U. S. CITIZENSHIP OR PERMANENT RESIDENT ALIEN STATUS REQUIRED (JULY 2011)**

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 security forms listed in Section V are available at [www.dea.gov](http://www.dea.gov); click on Acquisitions & 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 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 Section I, Part D. Documentation Requirements, Item 8 below), and answer delinquent debt related issues that have the potential to disqualify an applicant from consideration for employment 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 86, Questionnaire for National Security Position. The Contractor is encouraged to re-interview each applicant based on the answers entered on the SF-86.
5. Debt-related issues are the most prevalent derogatory issues found during background investigations and cause delays in the adjudication.. 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 Equifax 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 "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 of Title 15 U.S.C.

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

e. Blank security forms and additional information regarding credit reports are available at [www.dea.gov](http://www.dea.gov); click on Acquisitions & Contracts; and go to Security Forms.

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 Technical Representative or Task Monitor (COTR/TM) within fourteen (14) calendar days. *Personnel security packages with incomplete documentation will be rejected and returned to the contractor without any further actions.*

7. DEA's request for additional information or documents regarding the background investigation shall be responded to within fourteen (14) calendar days unless the COTR/TM provides a written extension. (See Section I, Part C. Electronic Questionnaires for Investigations Processing (e-QIP), Item 3 below) for additional response requirements.) *Failure to submit the requested information or documents within the fourteen (14) calendar days will cause the entire package to be rejected and it will be returned to the contractor without any further action.*

8. Throughout the life of the contract at specified intervals, Contractors shall submit information detailing those employees supporting DEA efforts in accordance with DEA Provision titled: **Contractor Personnel Reporting Requirements (CPRR)**.

## **B. General Requirements**

1. DEA will conduct background investigations on all 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. The type of background investigation will be determined by DEA which is specified elsewhere in this contract. As a minimum, DEA will conduct a *National Agency Check with Local Agency Check and Credit Check (NACLC)* background investigation and 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 the following individuals shall be permitted to perform services for DEA under this contract:
- U. S. citizens, by birth or naturalized.
  - Persons in permanent resident alien status with authorization to work in the United States.
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 that country;
  - a member of the U.S. armed forces stationed in a foreign country; or
  - a dependent family member of a U.S. Government or U.S. armed forces employee assigned overseas.
6. All personnel assigned to this contract must be approved in writing by the DEA Office of Security Programs for access to DEA SENSITIVE information.
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 COTR/TM that the individual(s) has been approved by the DEA Office of Security Programs.
8. Applicants whose background investigations 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 of the Contractor employee or applicant who is or may be judged a security risk. The COTR/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 (FOI/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 or access 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 COTR/TM in writing when an employee or applicant for a DEA contract has transferred to another contract, has resigned, has been terminated by the Contractor, or any other type of action that constitutes a break in the Contractor-employee relationship. The COTR/TM will provide such information in writing to the DEA Office of Security Programs.

11. The COTR/TM will 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 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. The DEA Office of Security Programs may communicate directly with the Contractor, its employees, or its applicants ONLY for the purpose of providing assistance with Electronic Questionnaires for Investigations Processing (e-QIP).

### **C. Electronic Questionnaires for Investigations Processing (e-QIP)**

1. The security forms required below under Section I, Part D. Documentation Requirements shall be submitted to the COTR/TM in paper format. The COTR/TM will prepare a request for waiver of pre-appointment investigation for submission to DEA's Personnel Security Section (ISR). Barring any questionable or disqualifying information, prior to approval of the waiver, ISR will establish an e-QIP account for the applicant on the Office of Personnel Management's (OPM) website [www.opm.gov](http://www.opm.gov) and an e-mail "invitation" to the applicant with instructions to log onto the OPM website and complete Standard Form SF-86, Questionnaire for National Security Positions, in e-QIP for electronic transmission directly to ISR. The Contractor's Security Officer will receive a copy of the applicant's e-QIP invitation.

2. The applicant shall have fourteen (14) calendar days from the 'initiation' email to complete and electronically transmit the e-QIP version of the SF-86 and fax the signed signature pages directly to ISR or email the signed signature pages as PDF attachments directly to the ISR email address provided in the e-QIP invitation. The applicant will be provided five (5) calendar days from the date of notification by ISR to provide any additional information or documents requested. The applicant should retain a copy of the SF-86 required below under Section I, Part D. Documentation Requirements to aid in subsequent completion of the on-line e-QIP version.

3. ISR will review and approve or reject the SF-86. If approved, ISR will transmit the SF-86 to OPM electronically to schedule the background investigation. ISR will grant a waiver valid for a twelve (12) month period when OPM has scheduled the background investigation. A waiver will not be granted until OPM has scheduled the background investigation.

a. If the SF-86 is rejected, ISR will notify the applicant to correct and retransmit it within five (5) calendar days.

4. If an applicant has not completed the SF-86 in e-QIP by the 14<sup>th</sup> calendar day, ISR will notify the COTR/TM to advise the Contractor and determine the reason. An extension will be granted only with the COTR/TM and ISR's approval. *Failure to comply with the 14 calendar days will cause the entire package to be rejected and it will be returned to the contractor without any further action.*

#### **D. 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 (DOD/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 DOD/DSS.*

1.a The initiation of a new background investigation through the submission of an SF-86 in e-QIP will not be required unless DEA ISR determines a more in-depth background investigation than the one previously conducted is needed. The COTR/TM will notify the contractor if a new background investigation is necessary.

1.b Only those forms described in Items 1.c; 1.d; and Items 5 through 18 are required.

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

1.d One (1) copy of the JPAS Verification Letter on company letterhead if the applicant has a CONFIDENTIAL, SECRET or TOP SECRET NSI clearance granted through the DOD/DSS. A JPAS Verification Letter is considered current as follows and is based on the investigation date. It is not based on the date the clearance was granted by DOD/DSS or the date the JPAS Verification Letter 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.e A JPAS Verification Letter that indicates an INTERIM clearance will be accepted when the date the INTERIM clearance was granted is not more than one (1) year from the date of submission to DEA. A copy of the final clearance shall be provided to the COTR/TM upon receipt. *The COTR/TM will forward the final clearance to DEA Headquarters/Personnel Security Section.*

1.f *Do not submit a JPAS Verification Letter that shows: Loss of Jurisdiction, Declination, Discontinued, Cancelled, Denied, Revoked, Suspended, or any other terminology which indicates the applicant does not have a current clearance or current clearance eligibility.*

1.g 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 DOD/DSS clearance and a JPAS Verification Letter 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. The initiation of a new background investigation through the submission of an SF-86 in e-QIP will not be required unless DEA ISR determines a more in-depth background investigation than the one previously conducted is needed. The COTR/TM will notify the contractor if a new background investigation is necessary.

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

3. The forms and documents described in Items 5 through 18 below shall be completed and submitted as instructed for each form and submitted to the COTR/TM. The COTR/TM will provide a supply of blank fingerprint cards to the Contractor. The Contractor shall reproduce the other forms listed below under Section V. SECURITY FORMS as needed. The completed forms will be used by DEA to conduct the background investigation or to supplement a background investigation previously conducted by the Defense Security Service (DOD/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 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.

5. One (1) original of form e-QIP/INFORMATION SHEET (Contractor Applicants Only) (January 2009). The applicant's personal email address is mandatory for DEA to issue the e-QIP invitation referenced under Section I, Part C. Electronic Questionnaires for Investigations Processing (e-QIP) above. The name, telephone number, and email address of the Contractor's Security Officer is required for contact purposes.

6.a. One (1) original SF-86, entitled Questionnaire for National Security Positions, with original signatures in black ink on Page 7, Page 8, and the Authorization for Release of Medical Information. The SF-86 may be typed or legibly printed by hand. *DO NOT SUBMIT THE INSTRUCTION PAGES OF THE SF-86.*

6.b. One (1) original of SF-86, entitled Supplemental Questionnaire for Selected Positions with original signature in black ink. The SF-86 may be typed or legibly printed by hand.

6.c. All white-outs, erasures, or other types of corrections or changes on the SF-86 must be initialed by the applicant.

6.d The date of the applicant's signature on the SF-86 must not be more than thirty (30) calendar days old when submitted to the COTR/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 SF-86. Pages 7, 8, 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 SF-86 was signed originally, the applicant may re-sign and re-date the SF-86 with the notation, “No changes.”

7. 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 DOD/DSS or a favorable Public Trust Suitability Determination or Fitness Determination for a Position of Public Trust 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 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 DOD/DSS or a favorable Public Trust Suitability Determination or Fitness Determination for a Position of Public Trust 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 9, 10, or 13 of the SF-86. Do not select associates or references from the spouse(s) or relative(s) listed in Questions 14 and 15 of the SF-86.

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 and 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’s 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 at [www.dea.gov](http://www.dea.gov).)

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 Alien Resident Card or Permanent Resident Card and Authorization for Employment in the United States*. The Authorization for Employment is usually located on the back of the card with the notation, “PERSON IDENTIFIED BY THIS CARD IS ENTITLED TO RESIDE PERMANENTLY AND WORK IN THE U.S.” Copies of newer Resident Cards may not be legible; therefore, an official of the Contractor’s company or a DEA employee may personally view the card and sign a statement verifying that the individual is a permanent resident alien and authorized to work in the United States. (A sample statement is provided under Security Forms at [www.dea.gov](http://www.dea.gov).)

17. *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, Individual Debt Adjustment, within the past ten (10) years, or one (1) copy of the Order discharging the debt if the applicant filed bankruptcy under Chapter 7, Liquidation Under the Bankruptcy Code, within the past ten (10) years.*

18. *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 a 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 SF-86, in a personal interview with the applicant, or as part of the background investigation—are grounds for mandatory disqualification for assignment on a DEA contract and from further consideration for any type of assignment or employment involving DEA. The Contractor is responsible for interviewing each applicant and reviewing the 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) One or more arrests and/or misdemeanor convictions for possession of an illegal drug(s) or for being under the influence of an illegal drug(s).
- (4) Pending indictments or pending criminal charges, regardless of whether the charge(s) is a felony or misdemeanor.
- (5) Currently serving a period of probation resulting from a criminal conviction, regardless of whether the conviction is for a felony or a misdemeanor charge.

b. Illegal Drug Use

(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, , 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 a 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 COTR/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 Section I, Part G. Information Security Requirements, Item 2.)

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. The COTR/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 SF-85P and SF-85PS, Questionnaires for Public Trust Positions. A mandatory periodic reinvestigation will be conducted once every ten (10) years if the previous background investigation was based on the SF-86, Questionnaire for National Security Positions. Additionally, a reinvestigation will be required for individuals who have not been assigned to a DEA contract for a period of one (1) or more years. The same suitability and security standards that are required for new applicants apply to reinvestigations.

4. If an individual has not been assigned to a DEA contract for a period of one (1) year or more, 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 COTR/TM to update the criminal record and credit report queries: (1) Contract Employee's Authorization to Conduct Agency-Specific Record Checks; (2) DOJ-555 Revised Oct. 2008, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act; and (3) RELEASE—FAIR CREDIT REPORTING ACT OF 1970, AS AMENDED; and the information at Item F.2 above regarding change in marital status, if applicable. With satisfactory results of the updated record queries, the COTR/TM will request the DEA's Office of Security Programs to reactivate the individual's access to DEA facilities and information. The same suitability and security standards that are required for new applicants apply to reinvestigations.

5. 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. All 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 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 COTR/TM or a DEA Security Officer) on behalf of the Administrator, DEA.

3. Unless otherwise expressly stated in the contract, Contractor employees 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 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 COTR/TM or designated DEA employee.
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 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 current security safeguards cease to function, the discoverer shall bring the situation to the attention of the other party immediately.

#### **H. Facility Security Requirements**

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

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)<sup>i</sup> 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. The 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
- Unexpired foreign passport with contains an I-551 stamp
- Alien Registration Receipt Card
- Unexpired Temporary Resident Card
- Unexpired Employment Authorization Card
- Unexpired Employment Authorization Document issued by the INS
- Unexpired Refugee Travel Document (INS Form I-571)
- Unexpired Re-Entry Permit
- Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).
- Certificate of Birth Abroad of a Citizen of the United States
- United States Citizen Identification Card
- Identification Card for Use of Resident Citizen in the United States

2. The Contractor's personnel must appear in person at least once before a DEA official who is responsible for checking the identification documents.
3. For Contractor's personnel who report(ed) for assignment to a DEA contract under a waiver 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 a waiver 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. All contractor(s) assigned to a DEA contract, Task Order, BPA, Purchase Order, or other type of contract vehicle are responsible for maintaining satisfactory standards of employee competence, conduct, appearance, and integrity and shall be responsible for reporting allegations of misconduct through their company's chain of command and the DEA COTR/TM.

- While supporting a DEA contract, contractor employees are required to report themselves or any person(s) residing in their residence (i.e. family member, significant other, or co-habitant) of any arrests, detainments, holds for an investigation or for detailed questioning. Failure to report any incident through their company's chain of command and the DEA COTR/TM is a Standards of Conduct violation which may lead to removal.
- A company report must be made in writing and the DEA COTR/TM must forward the report to ISR within five (5) calendar days after the contractor's initial notification to DEA. ISR will make a suitability determination on the contractor employee.

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 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). 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 Contractor 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. (i.e., office football pools)
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 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 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 discriminates against nor sexually harasses 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 will 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 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 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 shall 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. Contractor personnel shall retain their constitutional protection against compelled self -incrimination at all times. However, contractor 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. Do not submit forms and documents that are not required by this security provision. Do not submit extra copies of forms and documents.*

--SF-86, Questionnaire for National Security Positions

*(SF-86 is available at [www.opm.gov](http://www.opm.gov); click on Forms; click on Standard Forms; scroll down to SF-86. The form may be completed on-line and printed using the OPM Standard Forms link, but cannot be saved or transmitted in electronic format.)*

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

*The following forms are available at [www.dea.gov](http://www.dea.gov) only; click on Acquisitions & Contracts and go to Security Forms to print blank forms.*

--e-QIP/Eagle Eye Information Sheet (Contractor Applicants Only) (January 2009) *(Do not submit for applicants with current security clearances by DOD/DSS/JPAS or a favorable suitability or fitness determination for a position of public trust by another U. S. Government agency.)*

-- Drug Use Statement

--OBD-236, Inquiry Regarding Suitability of Applicant

--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) *(Provided for information only. Do not submit to DEA.)*

--Common Language for Consumer Credit *(Provided for information only. Do not submit to DEA.)*

--Rules and Regulations – A Summary of Your Rights under the Fair Credit Reporting Act *(Provided for information only. Do not submit to DEA.)*

--Loyalty Oath ) *(If applicable per Item D.12.)*

--Foreign National Relatives or Associates Statement) *(If applicable per Item D.13.)*

--Verification of U.S. Citizenship) *(If applicable per Item D.14.)*

--Verification of Permanent Resident Alien Status and Authorization to Work in the United States *(If applicable per Item D.16.)*

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

--Verification of Defense Security Service/Joint Personnel Adjudication System (JPAS) Verification ---- Letter on company letterhead Eligibility for Access to National Security Information (June 2010) *(If applicable per Item D.1.b.)*

--Notice of Favorable Suitability or Fitness Determination for a Position of Public Trust (June 2010) *(If applicable per Item D.2.)*