

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING
a. FACILITY CLEARANCE REQUIRED

Top Secret

b. LEVEL OF SAFEGUARDING REQUIRED

N/A

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

a. PRIME CONTRACT NUMBER
b. SUBCONTRACT NUMBER
 c. SOLICITATION OR OTHER NUMBER

PR HQ-06-13897

DUE DATE (YYYYMMDD)

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

a. ORIGINAL *(Complete date in all cases)* DATE (YYYYMMDD)
b. REVISED *(Supersedes all previous specs)* REVISION NO. DATE (YYYYMMDD)
 c. FINAL *(Complete Item 5 in all cases)* DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:

Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE
b. CAGE CODE
c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE
b. CAGE CODE
c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION
USEPA - National Decontamination Team
4900 Olympic Blvd.
Erlanger, KY 41018
b. CAGE CODE
c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
US EPA
1200 Pennsylvania Av, NW (3206R)
Security Management Division
Washington, DC 20460

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Decontamination, Analytical and Technical Services for the National Decontamination Team

10. CONTRACTOR WILL REQUIRE ACCESS TO:

	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	
k. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	
e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
l. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (Specify)

Contracting Officer to the Director of Security Management Division, EPA Headquarters

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Executive Order 12958, as amended, ISOO Directive 1, and the EPA National Security Information Handbook outlines federal and local rules for proper handling, marking and maintenance of classified information.

Reference Block 11c: The contractor requires access to classified information up to and including Top Secret in support of this work effort. Any classified information generated in the performance of this contract shall require the contractor to either apply derivative classification and markings consistent with the source material, or be governed by appropriate security classification guidance. Specific guidance will be provided as documents are presented. Additionally, during the course of this contract, EPA originally classified documents are expected to be developed and will be provided as the government determines appropriate.

The contractor is not authorized to disclose or release any classified information.

The contractor shall not reproduce or copy any classified national security information without the prior approval from the government COR. The contractor cannot retain any classified material at the end of this contract

"SEE ATTACHED CONTINUATION SHEETS"

COORDINATION:

EPA/NSI Program Team:

Diane K. Gisher

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
 (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

FAR 52.204-2 Applies to this contract. "SEE ATTACHED CONTINUATION SHEETS"

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
 (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL Christine Edwards	b. TITLE Contracting Officer	c. TELEPHONE (Include Area Code) 202-564-2182
d. ADDRESS (Include Zip Code) 1200 Pennsylvania Ave, NW (3805R) Washington, DC	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY (EPA Security Management DIV)	
e. SIGNATURE <i>Christine Edwards</i> 5/31/06		

Block 13 continued:

Reference Block 11d: This contractor is required to provide adequate and approved storage for classified hardware or material to the level of Top Secret which because of size or quantity cannot be safeguarded in an approved storage container.

Reference Block 14: FAR 52.204-2 Security Requirements.

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

ATTACHMENT for
GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

1. Special Requirements for General and Foreign Intelligence Material. In addition to the requirements and controls for classified material, the Director, Central Intelligence, sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
 - a. Maintain control of all intelligence materials released in his or her custody in accordance with DOD 5220.22-M, the National Industrial Security Program Operating Manual (NISPO), February 2006, paragraphs 5-200, 201, 202, and 203 for control. Contractors agree that all intelligence material released, all reproductions and other material generated (including reproductions) are the property of the US Government.
 - b. Maintain control of all reproduced intelligence data in the same manner as the original.
 - c. Destroy intelligence materials in accordance with approved methods identified in the NISPO, Section 5-705. For the purpose of destruction by High Security Crosscut Paper Shredders, the NSA/CSS Specification 02-01 applies, and the specific shredders must be listed on, Annex A to NSA/CSS 02-01 products listing.
 - d. Restrict access to those individuals with a valid need-to-know who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, or other government agencies and private individuals or organizations is prohibited unless authorized in writing by the Contracting Officer's Representative (COR) with prior approval of the EPA Senior Intelligence Officer (SIO).
 - e. Not release intelligence data to foreign nationals or immigrant aliens, regardless of their security clearance or contract status, without advance written permission from the COR, Foreign Disclosure Officer (FSO) and the EPA SIO.
 - f. Ensure that each employee having access to intelligence material is fully aware of the special security requirements for this material.
2. Returning Intelligence to EPA. Contractors must return intelligence data to the COR at the termination or completion of a contract unless the COR has provided written approval for the contractor to retain for an additional two years. If retention is required beyond the two year period, the contractor must again request and receive written retention authority from the COR. If the COR grants retention authority, the COR must provide a copy of the written approval to the EPA/SIO.
3. Release of Classified and Unclassified Intelligence Information to Foreign Governments and Their Representatives. Any contractor receiving a request from a foreign government or a representative thereof, for intelligence data shall forward the request to the EPA SIO for coordination with the cognizant foreign disclosure office.

**ATTACHMENT for
FOR OFFICIAL USE ONLY INFORMATION**

FOR OFFICIAL USE ONLY INFORMATION:

The “For Official Use Only” (FOUO) marking is assigned to information at the time of its creation by EPA. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

IDENTIFICATION MARKINGS:

An unclassified document containing FOUO information will be marked “For Official Use Only” at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.

Within a classified document, an individual page that contains FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, “FOUO.”

Any FOUO information released to a contractor by EPA is required to be marked with the following statement prior to transfer:

**This document contains information EXEMPT FROM MANDATORY DISCLOSURE under the FOIA.
Exemption(s) _____ apply.**

Removal of the FOUO marking can only be accomplished by the originator or other competent authority. When the FOUO status is terminated, all known holders will be notified to the extent practical.

DISSEMINATION:

Contractors may disseminate FOUO information to their employees and subcontractors with a need for the information in connection with a classified contract.

STORAGE:

During working hours, FOUO information shall be placed in an out of sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked building or rooms will provide adequate after-hours protection of the material; can be stored in locked receptacles such as file cabinets, desk, or bookcases.

TRANSMISSION:

FOUO information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth class mail. When sending FOUO records over facsimile equipment use cover sheets and consider the location of the sending and receiving machines to ensure authorized personnel are available to receive FOUO information. Discussion of FOUO material on the telephone is authorized, if necessary, for the performance of the contract.

DISPOSITION & DISCLOSURE:

When no longer needed, FOUO information shall be disposed of by a method that precludes its disclosure to unauthorized individuals. Unauthorized disclosure of FOUO information does not constitute a security violation, but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act or Freedom of Information Act may result in civil or criminal sanctions.