

## **STATEMENT OF OBJECTIVES**

Logistics Planning and Construction Services Support for  
DR-4827-NC

**1. Purpose:**

This task order (TO) is seeking support in planning for the direct temporary housing mission and logistics planning and construction services to include a combination of Temporary Transportable Housing Units (TTHUs), Manufactured Housing Units (MHUs) and Alternative Temporary Housing Units (ATTHUs) under DR-4827-NC.

**2. Identification of Parties:**

Federal Emergency Management Agency (FEMA), the government; and,  
Dewberry – Contract Number 70FB8024D00000009

**3. Background:**

On September 26, 2024, President Joseph R. Biden, Jr. has approved emergency declaration FEMA-3617-EM for the State of North Carolina for the anticipated impacts of Hurricane Helene occurring September 24, 2024, and continuing. The declaration authorized Public Assistance-Category B emergency protective measures, including direct federal assistance.

On September 28, 2024, the President declared DR-4827-NC a Major Disaster for the state of North Carolina in response to the devastation resulting from Tropical Storm Helene beginning on September 25, 2024. The declaration designated Individual Assistance (IA) and authorized the Individual and Households Program (IHP) for the following counties: Alexander, Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Catawba, Clay, Cleveland, Gaston, Haywood, Henderson, Jackson, Lincoln, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Watauga, Wilkes, and Yancey Counties and the Eastern Band of Cherokee Indians.

The Department of Homeland Security, Federal Emergency Management Agency (FEMA), is authorized to provide appropriate assistance for required emergency measures, authorized under Title V of the Stafford Act, to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in the designated areas.

**4. Task Order Overview**

The services provided are subject to the needs of the government and must be scalable to accommodate Region IV Response, Recovery, and Logistics Divisions. When delivering these services, the offeror will meet all federal, state, territorial, tribal, and local laws and regulations in both service delivery and planning.

The contractor shall provide its staffing plan detailing how they will deploy the required number of staff to the Contracting Officer Representative (COR). This plan will require utilizing a phased approach to fulfill the position requirements listed in this SOO.

- Team Establishment
- Disaster Housing Planning
- Logistical Planning for Contractor Requirements
- Logistical Planning and Work Organization

- Apply COVID-19 Mitigation Practices to Logistics Planning
- Administrative Support
- Data Input
- Data Analysis
- Contract Surveillance
- Cost Estimation
- GIS Support
- Project Monitoring and Quality Oversight
- Housing Installation and Maintenance Quality Control/Monitoring
- Design Services
- Invoice Accounting Review
- Subject Matter Expertise related to Power Companies
- Market Research for Alternative Housing Solutions
- Subject Matter Expertise related to Supply Chain Logistics
- Subject Matter Expertise related to Temporary Housing Solutions
- SME Alternative Housing Research Analysts
- Miscellaneous Duties
- Deliverables

## **5. Period of Performance**

The period of performance shall include a total of 540 days. A base period of 90 Days and five (5) option periods of 90 days. The time extension is at the discernment of the FEMA Program as needed. When exercising the option, FEMA may exercise some or all CLINs. All performance shall be conducted based on the objectives outlined in the task order proposal request (TOPR) and the requirements found in the LPCS IDIQ.

## **6. Areas of Operation**

The contractor shall be tasked with performing housing mission planning support and construction services related activities in the Individual Assistance (IA) declared counties of North Carolina (DR-4827-NC). These counties are Alexander, Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Catawba, Clay, Cleveland, Gaston, Haywood, Henderson, Jackson, Lincoln, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Watauga, Wilkes, and Yancey Counties and the Eastern Band of Cherokee Indians. The area of operation can be expanded or contracted at any time during the period of performance.

## **7. Scope**

The contractor shall perform all work in accordance with the terms and conditions set forth in the awarded contract and subsequent task order including the contractors Performance Work Statement (PWS). In general, the contractor shall provide the following services applicable to private, commercial, emergency group sites, group sites, staging yards, or other site types as defined by the COR. All deployable personnel must be qualified and experienced to assist FEMA with this task.

The contractor will support DR-4827-NC housing mission with contract administrative support, contract surveillance, cost validation of cost proposals from ATTHU vendors, QA of ATTHU installation as directed by the COR for group sites and private sites, contract invoicing support, and SME ATTHU electrical support. The placement of these units will include considerations in connecting utilities, providing access to essential services, and coordinating with FEMA to ensure any applicable regulatory compliance.

During the base period and option periods for this task order, the direct housing mission in North Carolina will transition from mission planning, to haul and install of TTHUs, MHUs or ATTHUs including possible construction of commercial park expansions and/or group sites for placement of TTHUs, MHUs or ATTHUs to maintenance and repair of TTHUs, MHUs or ATTHUs occupied by survivors, to deactivation of TTHUs, MHUs or ATTHUs. These transitions from planning to haul and install to maintenance to deactivations will occur as conditions in the declared counties in North Carolina warrant and in conjunction with temporary housing options undertaken by the State of North Carolina.

The contractor will provide additional Housing Market Research for FEMA LMD leadership and task order management, data management, cost estimating, GIS, invoice review and administrative support to FEMA Logistics and Individual Assistance staff at the FEMA JFO. The Housing Market Research for FEMA LMD leadership will be for the Appalachian region to include North Carolina, South Carolina, and Tennessee.

The contractor shall provide services in support of the following objectives listed below:

### **Team Establishment**

**Team Staffing, Accountability, and Scheduling** – Assign experienced and multi-disciplinary contract logistical planning staff members to form a collaborative planning team under the direction of FEMA Logistics staff with coordination to FEMA IA staff. Team members shall be available to participate or support workgroups or ad-hoc efforts to address direct housing mission issues as needed.

### **Team staffing**

- a) The logistical planning staff shall work with FEMA headquarters and regional staff throughout the period of performance to perform assessments and ensure adequate personnel are available to meet mission needs.
- b) The contractor shall provide a designated project work manager, logistical planning team lead, or logistical senior planner who can coordinate with the government to ensure adequate staffing and alternate personnel are available if required due to contractor employee absence or leave.
- c) The contractor shall initially ***virtually deploy one (1) task order manager and one (1) team of (2) two Housing Planners and one (1) administrative assistant.*** Additional personnel may be requested to physically deploy and support the

mission on an as needed basis during the period of performance. For the initial response, the team will work remotely at their home stations while the JFO gets up and running. The team will deploy to the field as designated by the JFO/FCO.

#### **Team Accountability and Scheduling**

- a) Logistical planning staff shall follow accountability and safety procedures established by Region IV. This may include the use of a daily tracking system or accountability system.
- b) Planning team members will be required to deploy and conduct physical assessments within the area of operations.
- c) Planning team members may be required to conduct assessments outside of the area of operations.
- d) Planning team members may be required to attend meetings and coordinate with personnel at the Joint Field Office (JFO).
- e) Assigned logistical planning team members may be directed to work from an alternate location due to facility capacity, disruptions, or continuity of operations exercises.
- f) The designated logistical planning team lead shall maintain a roster of contact information, after hours points of contact, or alternate points of contact for the planning team as directed.
- g) Logistical planning staff shall be available if needed to support mission requirements arising from emergencies or disasters during evenings, weekends, and holidays.

#### **Disaster Housing Planning**

##### **Housing Assessments**

- a) Identify types of damage and geographical spread of actual impacted areas.
- b) Identify location of flood zones by type of geographical area.
- c) Identify issues or concerns with ingress and egress transportation routes for delivery of housing units.
- d) Identify significant or major access issues (i.e., road impediments/barriers within the planning/impact area as appropriate.
- e) Identify constraints and location (counties) to delivering housing services.
- f) Identify logistical considerations of temporary housing unit installation such as towing or trucking for haul and install inside or outside a disaster area to include days and time of travel, vehicle permits, transportation license requirements, and vehicle escorts.
- g) Identify and contact officials, entities, or organizations within the jurisdiction responsible for housing as defined or identified by FEMA (both physical telephone calls and electronic communications), as directed by the JFO.

- h) Identify COVID-19 related state and local requirements or restrictions that may require additional cost for housing, to include temporary housing unit installation by state/county and housing type.
- i) Identify local utility vendors and utility location services for utilities on both public and private land. Needs to provide direct points of contact to mitigate potential issues encountered during any phase of the installation and sustainment of the utilities. Conduct ongoing assessments of utility vendors.
- j) Coordinate with the local authority, which has jurisdiction to obtain status on water wells and septic tanks on private lands.
- k) Identify supply chain shortfalls or shortages which may impact housing.
- l) Identify shortages of materials required to set-up and install housing units, such as concrete blocks, propane tanks, exterior grade plywood, construction supplies and materials.
- m) Identify availability of travel trailers that can be purchased off the lot within a 500-mile radius of the declared counties, if requested.
- n) Identify resource lists of available commercial mobile home and recreational vehicle parks in assigned areas, with the following information: number of pads available, pad rental cost, size of pads, utility services and general condition (indicate if known to be operational), park requirements, and utility connection information.
  - i. Physically review and conduct assessments of commercial parks. Identify flood damage, types of debris to be removed, debris removal equipment, and utility impediments.
  - ii. Conduct feasibility and provide site inspection reports (SIRs) on commercial, group, private, and staging yard sites.
  - iii. Distribute How to do Business with FEMA packet.
- o) Research and provide detailed information on temporary housing units at potential group sites.
- p) Identify and assess hard pact sites (less than 5 acres of parcel and residential zones or no zoning at all). Potential lot size may change based upon requirements.
- q) Research and identify resource lists of potential direct lease and multi-family lease and repair (MLR) options with the following information: number of units, rental cost, size of units, utility services, and general condition (indicate if known to be operational), and utility connect information, if requested.
  - i. Physically review and conduct assessments of apartment buildings. Identify flood damage, types of debris to be removed, debris removal equipment, and utility impediments.
  - ii. Distribute How to do Business with FEMA packet.

- r) Identify and research Permanent Housing Construction Repair and/or Permanent Housing Construction – New (PHC-Repair and PHC-New) options, if requested.
- s) Identify shortages of materials required to conduct PHC – Repair and PHC – New Construction, if requested.
- t) Identify wind zone requirements, thermal zone, roof load, and other pertinent state and local requirements, and applicable permits such as mechanical, electrical, LP gas, septic, plumbing, etc.
- u) Develop reports which include time phased installation schedules of temporary housing units from storage or staging areas to installation sites.
- v) Identify staging or storage sites as required.

#### **Logistical Planning for Contractor Requirements**

- a) Conduct initial outreach at the local and county (area of operation) levels to identify any permitting and code requirements at the local levels before conducting research at the state level.
- b) Logistical planning staff shall validate contractor licensing requirements as instructed.
- c) Logistics planning staff shall determine, identify, and report licensing requirements for all housing activities from cradle to grave of housing missions for assigned area. Sample activities include purchasing, transportation, installation, maintenance, and deactivation of housing.
- d) License types can include but are not limited to business licenses, contractor licenses, and professional engineer licenses.

#### **Logistical Planning and Work Organization**

- a) Work with FEMA GIS to obtain maps, local street maps, zoning maps, floodplain maps, as needed.
- b) Work with FEMA Logistics or Individual Assistance staff to create data driven analytic dashboards.
- c) Designate and assign staffing as required.
- d) Digitize and provide to FEMA, copies of codes and ordinances for temporary housing units, housing solutions, or shelters.
- e) Digitize and provide FEMA, copies of codes and ordinances related to electrical, water, sewer lines, and wells.
- f) Digitize and provide to FEMA, copies of guides and instructions to request waivers or variances related to housing.
- g) Plan for and assist with supply chain coordination, ordering schedules, inspection, and acceptance processes.

**Apply COVID-19 Mitigation Practices to Logistics Planning**

- a) Assist regional planning staff with creating or updating disaster plans to account for COVID-19 or other similar pandemic concerns.
- b) Performing logistical planning for sheltering and housing assistance.
- c) Provide technical support for assessments, disaster response and stakeholders.
- d) Assist with planning and logistic of specific missions as assigned.
- e) Perform gaps analysis and develop mitigation strategies.

**Administrative Support** – Provide administrative support personnel to assist FEMA direct housing management team with contract oversight activities. Activities may include documenting performance, assisting with change requests and contract modifications, field support such as permit coordination and monitoring, document management, technical writing, and other administrative and clerical activities related to the direct housing mission.

Executive assistants who are in possession of a FEMA badge and has access to FEMA systems to provide information management.

- i. Must have advanced skill set with Microsoft Office Suite applications including Visio and SharePoint.
- ii. Must be able to schedule meetings and maintain correspondence in Microsoft Teams, Microsoft Outlook and Zoom.

Other services within the contract are applicable at the discretion of the Contracting Officer and COR to meet the mission requirements, as directed. The contractor shall furnish all labor, equipment, material, supervision, and personnel to perform technical and project management services as defined in the IDIQ PWS and this SOO.

**Data Input** – Provide support personnel to assist FEMA direct housing management teams with data related contract oversight and tracking activities. Activates may include spreadsheet development/input/maintenance/modification, database input and management, upload and download of files between multiple systems and applications, training of agency personnel on the spreadsheets and/or databases in use, and other administrative and clerical activities related to the direct housing mission.

**Data Analysis** – Provide support personnel to assist FEMA direct housing management team with data-related contract oversight and tracking activities. Preliminary analysis of the data may also be included in addition to the above activities.

**Contract Surveillance** – Assist FEMA contract management team with performing contract activities and other quality control functions for LMD contracts and other FEMA awarded contracts in support of the direct housing mission.

**Cost Estimation** – Provide cost estimates for FEMA-anticipated construction and engineering services and validate all construction-related cost proposals related to the direct housing mission. Examples of the tasks to be estimated include installation and alteration of FEMA of FEMA Manufactured Housing Units (MHUs), demolition, site layout, site preparation, residential repairs, and building & ground alterations. Cost estimates may be preliminary in nature, or for use in Government cost estimates for contracts, task orders, or modifications.

- a) Must be familiar with providing construction and engineering cost estimates in RS Means and Xactimate.

**GIS Support** – Provide personnel and equipment to be able to produce electronic or hard-copy deliverables that display information critical to the decision-making process in a Direct Housing mission. Deliverables may include but are not limited to: maps displaying the disaster area's applicants, disaster damage levels, and locations of potential solutions such as commercial parks, identified group sites, apartment complexes, rentals, etc.; routing plans for effective and efficient assignment of workforce to perform inspections and/or site visits; and roll-ups of applicants and/or properties in a prioritized form.

**Project Monitoring and Quality Oversight** – Deploy licensed experts to augment FEMA staff in monitoring and certifying acceptance of contractor work according to applicable codes and regulations. Monitoring and/or acceptance work may be required at permitting, site inspection, site preparation, group site design, group site construction, unit installation, unit maintenance, unit deactivation, staging acceptance, permanent housing construction and repairs, apartment repair and habitability, and other direct housing-related activities.

- a) Personnel must be licensed and qualified to apply codes and regulations.
- b) Across the affected counties, divide quality oversight into areas with a minimum of two inspectors per area. Personnel shall be resident or near the area being overseen.

**Housing Installation, Maintenance, Deactivation Activity Analysis, Inspection and Monitoring**, which includes but is not limited to:

- a) **Quality Assurance** – Perform quality assurance on the installation of the Non-Congregate Sheltering Units (NCS). Verify that the state contractor is installing the units in accordance with LogHOUSE specifications.
- b) **Technical Analyses** – Provide construction analyses related to FEMA contractors proposed repairs, alterations, etc., of FEMA TTHUs, MHUs, ATTHUs and/or other direct housing activities (e.g., demolition, site layout, site preparation, etc.). Contractor may also be required to provide regulatory

code compliance analyses for direct housing activities. Provide other construction-related technical expertise services as needed (e.g., emergency group sites, commercial park expansion, etc.).

- c) **Housing Inspections** – Provide workforce to perform inspections of private homes, apartments, and other residential structures. Inspectors shall be qualified to determine habitability and code compliance and understand application of HUD residential standards as they pertain to housing units being inspected. Provide personnel qualified in residential electric and plumbing and heating for inspections if required in the task order. Deliverables may include completed checklists, individual designs, and preliminary cost estimates and construction schedules.
  - i. **Housing Inspections and Technical Analyses** personnel must be qualified and experienced with inspecting various structures and providing technical construction analyses.

**Design Services** – Provide conceptual site design and/or design review for individual, commercial, and group sites related to the direct housing mission. Provide detailed individual designs for homes under the PHC program, where program parameters will be communicated in the work order such that the housing standard to be attained will be directed by the Contracting Officer. Assess group site design packages to ensure designs include all LogHOUSE, local, state, and other applicable construction requirements.

- a) Personnel must be proficient in assessing group site design packages and ensuring designs include all applicable construction requirements.

**Invoice Accounting Review** – Perform invoice audit reviews in accordance with established protocols to ensure that submitted invoices are mathematically sound without inaccurate expenses and all issues are resolved to expedite processing and payment within 15 days or less.

**Subject Matter Expertise related to Power Companies** – Collaborate with local power companies to expedite power installations and facilitate information sharing. Utilize and create Excel programs to track all power company issues related to TTHU, MHU or ATTHU installation. Support the Transportable Temporary Housing Unit Leader at the Joint Field Office.

**Market Research for Alternative Housing Solutions** – Conduct market research and analyze solutions for temporary housing in the Appalachian region which includes, North Carolina, South Carolina, and Tennessee. The research shall focus on alternatives for how FEMA can deliver temporary housing more quickly considering factors such as standards of living and infrastructure requirements and the analysis shall evaluate how private sector construction supply chain configuration and coordination contribute to reducing recovery timelines.

**SME Supply Chain Logistics** – Conduct market research on innovative and alternative housing solutions to reduce the time required for FEMA to deliver direct housing in the Appalachian region to include North Carolina, South Carolina, and Tennessee using supply chain logistics to transport or install housing rapidly.

**SME Alternative Housing Research Analysts** – conduct market research on innovative and alternative housing solutions to reduce the time required for FEMA to deliver direct housing in the Appalachian region to include North Carolina, South Carolina, and Tennessee using extensive knowledge of and experience with disaster housing alternative housing solutions.

### **Miscellaneous Duties**

#### **Conferences and Meetings**

- a) Planning team members shall participate in daily, weekly, or monthly meetings as required to support logistics housing mission planning.
- b) Conference attendance or site visits may be required. All travel shall follow federal travel regulations.
- c) Contractor staff shall participate in conference calls, webinars, video teleconferences, and/or other live or virtual meetings facilitated by FEMA; other federal, state, and/or local agencies; and/or NGOs, as directed by the government, and respond to questions from the government to stakeholders as requested.

### **8. Deliverables**

- a) Develop and finalize the monitoring and quality assurance plan for all tasks.
- b) Provide complete daily reports, as directed by the Joint Field Office (JFO), documentation on the individual TTHU, MHU or ATTHU installation, maintenance, and deactivation performance.
- c) Submit daily progress reports, as directed by the JFO, for project monitoring and quality oversight that will detail the LogHouse contractor's progress, areas of concern, and other technical related to haul, installation, maintenance, deactivation, and construction performance, as requested by the LogHouse COR and/or Task Order COR.
- d) Submit a draft and final Market Research for Alternative Housing Solutions report of findings.
- e) Conduct bi-weekly In Progress Reviews of Housing Market Research for FEMA LMD leadership.
- f) Send a copy of reports to the following email addresses: [REDACTED]

## SECURITY REQUIREMENTS

All personnel require access to information up to the sensitive but unclassified, for official use only (FOUO) levels. Contractor must ensure contractor employees receive a favorably adjudicated public trust suitability prior to entry on duty (EOD). All individuals will be U.S. citizens. The contractor shall follow the standards established within DHS and FEMA policy.

### **Unauthorized Disclosure of Classified or Unclassified Information:**

Contractors and Subcontractors who are working on this contract shall receive Unauthorized Disclosure of Classified or Unclassified Information training. Access to the training can be obtained at: Unauthorized Disclosure of Classified Information and Controlled Unclassified Information ([usalearning.gov](http://usalearning.gov))

Send the certificate of completion to the FEMA Contracting Officer Representative no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

### **Facility Access**

The Contractor shall comply with FEMA Directive 121-1 "FEMA Personal Identity Verification Guidance," FEMA Directive 121-3 "Facility Access," and FEMA Manual 121-3-1 "FEMA Credentialing Access Manual," to arrange for contractor personnel's access to FEMA facilities, which includes, but is not limited to, arrangements to obtain any necessary identity badges for contractor personnel.

Contractor personnel working within any FEMA facility who do not require access to DHS or FEMA IT systems and do not qualify for a PIV Card may be issued a Facility Access Card (FAC). FACs cannot exceed 180 days; all contractors requiring access greater than 180 days will need to qualify for and receive a PIV card before being allowed facility access beyond 180 days.

Contractor personnel shall not receive a FAC until they have submitted a SF 87, "Fingerprint Card," and an OF306, Declaration for Federal Employment, and receive approval from FEMA PSD. Contractor personnel using a FAC for access to FEMA facilities must be escorted in Critical Infrastructure areas (i.e., server rooms, weapons rooms, mechanical rooms, etc.) at all times.

FEMA may deny facility access to any contractor personnel whom FEMA's Office of the Chief Security Officer has determined to be a potential security threat.

### **Separation from Contract**

The Contractor shall notify the FEMA COR of all terminations/resignations within five calendar days of occurrence.

The Contractor must account for all forms of Government-provided identification issued to contractor employees under a contract (i.e., the PIV cards or other similar badges) must return such identification to FEMA as soon as any of the following occurs:

- When no longer needed for contract performance.
- Upon completion of a contractor employee's employment.
- Upon contract completion or termination.

If an identification card or building pass is not available to be returned, the Contractor shall submit a report to the FEMA COR, referencing the pass or card number, name of the individual to whom it was issued, and the last known location and disposition of the pass or card.

The Contractor or contractor personnel's failure to return all DHS- or FEMA-issued identification cards and building passes upon expiration, upon the contractor personnel's removal from the contract, or upon demand by DHS or FEMA may subject the contractor personnel and the Contractor to civil and criminal liability.

**OPSEC Training:**

Contractors and Subcontractors who are working on this contract shall receive the OPSEC Awareness Brief. Access to the briefing can be obtained at [OPSEC Awareness for Military Members, DOD Employees and Contractors \(usalearning.gov\)](#)

Send the certificate of completion to the FEMA Contracting Officer Representative no later than 30 calendar days after awarded contract. New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

**Insider Threat Training:**

Insider Threat training for Contractors can be found at: [Insider Threat Awareness \(usalearning.gov\)](#)

Certificate of training is required for all cleared contractor employees who are working with classified or unclassified information. All certificates must be sent to the assigned FEMA Contracting Officer Representative, before the Contractor or Subcontractor is granted access to classified or unclassified information but no later than 30 calendar days after awarded contract. All cleared contractor personnel are required to recertify Insider Threat training annually thereafter.

New employees entering the contract must receive the briefing within ten (10) business days of joining the contract.

**For Official Use Only (FOUO) Information:**

In accordance with DHS Management Directive 11042.1 contractors, consultants, and others to whom access is granted will abide by 11042.1; DHS policy regarding the identification and safeguarding of sensitive but unclassified information originated within DHS.

It also applies to other sensitive but unclassified information received by DHS from other government and non-governmental activities.

The contractor will:

- Be aware of and comply with the safeguarding requirements for "For Official Use Only" (FOUO) information as outlined in this directive.
- Participate in formal classroom or computer-based training sessions presented to communicate the requirements for safeguarding FOUO and other sensitive but unclassified information.
- Be aware that divulging information without proper authority could result in administrative or disciplinary action.

Contractors and Consultants shall execute a DHS Form 11000-6, Sensitive but Unclassified Information Non-Disclosure Agreement (NDA), as a condition of access to such information. Other individuals not assigned to or contractually obligated to DHS, but to whom access to information will be granted, may be requested to execute an NDA as determined by the applicable program manager. Execution of the NDA shall be effective upon date of the DHS Policy and not applied retroactively.

**Foreign Travel and Government-Issued Equipment**

Per DHS and FEMA IT policy, FEMA employees and contractors are not authorized to take government-issued equipment, including cell phones, computers, or tablets such as iPads, outside of the United States regardless of the reason for travel. If government-issued equipment is required for official foreign travel, FEMA government employees may request a temporary loaner device through the Mobility Service Center, Office of the Chief Information Officer, Service Center for the duration of their trip. FEMA contractors must contact their contracting officer's representative (COR) for further guidance.

If your device is detected as operating outside of the United States and its territories it will be disabled, and your information will be forwarded to the Office of Professional Responsibility for review.

**Background Investigations**

All contractor personnel who require access to DHS or FEMA information systems, routine access to DHS or FEMA facilities, or access to sensitive information, including but not limited to Personally Identifiable Information (PII), shall be subject to a full background investigation commensurate with the level of the risk associated with the job function or work being performed.

FEMA's Personnel Security Division (PSD) will determine the risk designation for each contractor position by comparing the functions and duties of the position against those of a same or similar federal position, applying the same standard for evaluating the associated potential for impact on the integrity and efficiency of federal service.

#### **Low Risk without Information System Access**

Contractor personnel occupying positions or performing functions with a Low-Risk designation and who do not require access to DHS or FEMA information systems may undergo a Tier 1 investigation with a credit check and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract. (Also reference Facility Access).

#### **Low Risk with Information System Access**

Contractor personnel occupying positions or performing functions with a Low-Risk designation and who require access to DHS or FEMA information systems shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

#### **Moderate Risk**

Contractor personnel occupying positions or performing functions with a Moderate Risk designation shall undergo a Tier 2 Suitability Background Investigation (T2) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

#### **High Risk**

Contractor personnel occupying positions or performing functions with a High-Risk designation shall undergo a Tier 4 Suitability Background Investigation (T4) and must receive a favorable adjudication thereof from FEMA PSD prior to performing work under this contract.

#### **Background Investigation Process**

To initiate the request to process contractor personnel, the Contractor shall provide the FEMA Contracting Officer's Representative (COR) with all required information and comply with all necessary instructions to complete Section II of the FEMA Form 121-3-1-6, "Contract Fitness/Security Screening Request." The FEMA COR shall ensure that all other applicable sections of the FEMA Form 121-3-1-6 are complete prior to submitting the form to FEMA PSD for processing. The Contractor shall also provide the FEMA COR with completed OF 306, "Declaration for Federal Employment," forms for all contractor personnel.

Contractor personnel who already have a favorably adjudicated background investigation, may be eligible to perform work under this contract without further processing by FEMA PSD if:

the investigation was completed within the last five years, it meets or exceeds the minimum requirement for the position they will occupy or functions they will perform on this contract, the contractor personnel have not had a break in employment since the prior favorable adjudication, and, FEMA PSD has verified the investigation and confirmed that no new derogatory information has been disclosed which may require a reinvestigation. FEMA PSD will notify the COR of the names of the contractor personnel eligible to work based on prior, favorable adjudication. The COR will, in turn, notify the Contractor of the names of the favorably adjudicated contractor personnel, at which time the favorably adjudicated contractor personnel will be eligible to begin work under this contract.

For those contractor personnel who do not have an acceptable, prior, favorable adjudication or who otherwise require reinvestigation, FEMA PSD will issue an electronic notification via email directly to the contractor applicant/personnel that contains the following documents, which are incorporated into this contract by reference, along with a link to the Office of Personnel Management's (OPM) Electronic Questionnaires for Investigation Processing (e-QIP) system and instructions for submitting the necessary information:

- Standard Form 85P, "Questionnaire for Public Trust Positions"
- Optional Form 306, "Declaration for Federal Employment"
- SF 87, "Fingerprint Card" (2 copies)
- DHS Form 11000-6, "Non-Disclosure Agreement"
- DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

FEMA PSD will only accept complete packages consisting of all of the above document and Standard Form 85P, which must be completed electronically through the Office of Personnel Management's e-QIP system. The Contractor is responsible for ensuring that all contractor personnel timely and properly submit all required background information.

Once contractor personnel have properly submitted the complete package of all required background information, FEMA's Personnel Security Division, at its sole discretion, may grant contractor personnel temporary eligibility to perform work under this contract prior to completion of the full background investigation if the Personnel Security Division's initial review of the contractor personnel's background information reveals no issues of concern.

In such cases, FEMA's Personnel Security Division will provide notice of such temporary eligibility to the COR who will then notify the Prime Contractor, at which time the identified contractor personnel will be temporarily eligible to begin work under this contract. Neither the Prime Contractor nor the contractor personnel has any right to such a grant of temporary eligibility. The grant of such temporary eligibility shall not be considered as assurance that the contractor personnel will remain eligible to perform work under this contract upon completion of and final adjudication of the full background investigation.

Upon favorable adjudication of the full background investigation, FEMA's Personnel Security Division will update the contractor personnel's security file and take no further action.

In any instance where the final adjudication results in an unfavorable determination FEMA's Personnel Security Division will notify the contractor personnel directly, in writing, of the decision and will provide the COR with the name(s) of the contractor personnel whose adjudication was unfavorable.

The COR will then forward that information to the Contractor. Contractor personnel who receive an unfavorable adjudication shall be ineligible to perform work under this contract. Unfavorable adjudications are final and not subject to review or appeal.

#### **Continued Eligibility and Reinvestigation**

Eligibility determinations based on a Low Risk T1, Moderate Risk T2S or High Risk T4 are valid for five years from the date that the investigation was completed and closed.

Contractor personnel required to undergo a background investigation to perform work under this contract shall be ineligible to perform work under this contract upon the expiration the background investigation unless and until the contractor personnel have undergone a reinvestigation and FEMA's Personnel Security Division has renewed their eligibility to perform work under this contract.

#### **Exclusion by Contracting Officer**

The Contracting Officer, independent of FEMA's Personnel Security Division, may direct the Contractor be excluded from working on this contract. Any contractor found or deemed to be unfit or whose continued employment on the contract is deemed contrary to the public interest or inconsistent with the best interest of the agency may be removed.

### **RECORDS MANAGEMENT OBLIGATIONS**

#### **A. Applicability**

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

#### **B. Definitions**

"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

- includes FEMA records;
- does not include personal materials;
- applies to records created, received, or maintained by Contractors pursuant to their FEMA contract; and
- may include deliverables and documentation associated with deliverables.

### C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. FEMA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of FEMA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity.

Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to FEMA. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the SOW. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or

systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to FEMA control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the SOW. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and FEMA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with FEMA policy.
8. The Contractor shall not create or maintain any records containing any non-public FEMA information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

FEMA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FEMA shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

#### **Government Furnished Resources**

The Government will provide the workspace, equipment and supplies necessary to perform the on-site portion of Contractor services required in this contract, unless specifically stated otherwise in this work statement.

The Contractor shall use Government furnished facilities, property, equipment and supplies only for the performance of work under this contract and shall be responsible for returning all Government furnished facilities, property, and equipment in good working condition, subject to normal wear and tear.

The Government will provide all necessary information, data, and documents to the Contractor for work required under this contract. The Contractor shall use Government furnished information, data, and documents only for the performance of work under this contract and shall be responsible for returning all Government furnished information, data, and documents to the Government at the end of the performance period.

The Contractor shall not release Government furnished information, data, and documents to outside parties without the prior and explicit consent of the Contracting Officer.

### **Information Sharing**

Before a contractor can access any FEMA information, a DHS approved PTA must be in place. To accomplish the tasks outlined in this contract, FEMA will provide the contractor access to the Temporary Transportable Housing Unit (TTHU) Program and share with the contractor the following PII data elements: THU Sites by address, barcode, unit type, applicant name, registration ID, phone numbers.

The information sharing outlined in this contract is authorized by the following System of Records Notice(s) and Routine Use(s):

DHS/FEMA-008 Disaster Recovery Assistance Files, April 30, 2013, 78 FR 25282, Routine Use F.

DHS/ALL-004 General Information Technology Access Account Records System (GITAARS), November 27, 2012, 77 FR 70792; Routine Use F.

DHS/ALL-021 Department of Homeland Security Contractors and Consultants, October 23, 2008, 73 FR 63179, Routine Use F.

The information sharing outlined in this contract is authorized by the following PIA  
DHS/FEMA/PIA-049 Individual Assistance (IA) Program

The contractors will also have access to PII of first name, last name, email addresses, and work phone numbers of FEMA employees via Global Address List (GAL) by way of FEMA laptops.

The information sharing is authorized by Routine Use F of DHS/ALL-014 Department of Homeland Security Personnel Contact Information" March 16, 2018, 83 FR 11780, PIA DHS/ALL-015 Web Portal, PIA DHS/ALL-059 Employee Collaboration Tool ".

### **Need to Know**

The contractor will limit access to the PII provided by FEMA under this contract only to the contractor's authorized personnel who need to know the information to accomplish the tasks outlined in this contract.

**Prohibition on Computer Matching**

The contractor shall ensure no computer matching, as that term is defined in 5 U.S.C. § 552a(o), will occur for the purpose of establishing or verifying eligibility or compliance as it relates to cash or in-kind assistance or payments under federal benefit programs.

**Return or Destruction of Data when no longer needed**

If at any time during the term of this contract any part of FEMA PII, in any form, that the contractor obtains from FEMA ceases to be required by the contractor for the performance of the contract, or upon termination of the contract, whichever occurs first, the contractor shall, within fourteen (14) days thereafter, promptly notify FEMA and securely return PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the contractor's possession or control, and certify in writing to FEMA that such tasks have been completed.