

**SECTION I - STATEMENT OF OBJECTIVES
FEDERAL EMERGENCY MANAGEMENT AGENCY
EHP Process Improvements for Hazard Mitigation Grants**

September 12, 2023

1.0 OVERVIEW

The scope of support includes assistance with:

Administration, Management, and Coordination of EHP Consistency, Communication, Interagency Programmatic Consultation and Streamlining Activities (Unified Federal Review) for Hazard Mitigation Assistance grant programs.

1.1 Background

The Office of Environmental Planning and Historic Preservation (OEHP) provides oversight and management of FEMA's EHP legal compliance responsibilities across the Agency. OEHP is located within FEMA's Office of Resilience. OEHP is responsible for development of policy and guidance, integration of EHP compliance within FEMA programs, development and maintenance of EHP systems and technology, and hiring, onboarding, training and development of the EHP operations cadre.

OEHP provides policy, guidance, procedures, integration and interagency coordination for FEMA's EHP compliance responsibilities to the suite of Hazard Mitigation Assistance grant program, including PDM, BRIC, HMGP, HMGP COVID, and HMGP Post-fire mitigation grant projects. OEHP is actively working to better integrate EHP compliance into the grant delivery, including:

- ensuring consistency of EHP requirements,
- better communicating EHP compliance requirements to emergency management and state/local applicants,
- streamlining compliance responsibilities through revised Categorical Exclusions and interagency sharing of categorical exclusions through the Unified Federal Review process
- continuing engagement and streamlining of ESA (Endangered Species Act) and (NHPA) National Historic Preservation Act compliance approaches for wildfire grant projects

Interagency coordination and consultation is enhanced through the UFR Process. The UFR Process was established on July 29, 2014, by the execution of the Memorandum of Understanding Establishing the Unified Federal Environmental and Historic Preservation Review Process (UFR MOU) among eleven federal agencies involved in the environmental and historic preservation (EHP) reviews associated with disaster recovery assistance following a presidentially declared disaster. The establishment of the UFR Process was mandated in the Sandy Recovery Improvement Act of 2013, which added Section 429 to the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

2.0 SCOPE

The scope of this Task Order will include, but is not necessarily limited to, the following objectives:

- Meeting facilitation and technical support
- Development of Consistency and Communication Products
- Interagency Programmatic Consultation and Streamlining
- Interagency Process Improvements and Solutions

3.0 SPECIFIC REQUIREMENTS/TASKS /OBJECTIVES

3.1 Task Order Administration

- Meetings - At task order initiation the contractor shall attend a kick-off meeting with the Contracting Officer Representative(COR); Project Monitor(PM); and Technical Monitors(TMs) to discuss and clarify tasks within this SOO. The contractors shall provide a draft project plan (which includes project schedule). The contractor shall meet weekly to discuss progress and issues/questions that may arise throughout the life of this task order. The contractor shall prepare meeting minutes within two business days.
- Project Plan - Following the Kick-off Meeting, the contractor shall revise and submit the project plan for this task order for review by COR and PM. This project plan shall include a Quality Control process plan, including for technical and editorial review. After approval, the project plan shall be finalized, though it shall be revised throughout the life of this task order as conditions change.
- Monthly Progress Reports - The Contractor will develop weekly progress reports and disseminate to the COR and PM.
- Section 508 Compliance - All deliverables should meet Section 508 compliance (an ammendment to the United States Workforce Rehabilitation Act of 1973) compliance standards. Section 508 is a federal law mandating that all electronic and information technology developed, procured, maintained, or used by the federal government be accessible to people with disabilities.

3.2 Meeting Facilitation and Support

- Meeting facilitation and technical support: Support up to 65 hours of OEHP internal coordination meetings and concept development for desired outcomes. Facilitate up to 75 hours of interagency coordination and consultation meetings and summarize decisions and outcomes. Develop and maintain project management schedules, stakeholder distribution lists, product lists, produce meeting agendas, and prepare meeting minutes with decision points. Distribute meeting minutes to stakeholders and maintain files and products on

SharePoint or another identified platform. Provide bi-monthly correspondence of progress and activities and distribute to OEHP staff and interagency partners. Track stakeholder participation and develop a quarterly progress report and participation summary.

3.3 Interagency Programmatic Consultation and Streamlining

- Based on the updated authorities to the National Environmental Policy Act (NEPA) resulting from the 2023 Fiscal Responsibility Act, Contractor will support FEMA/DHS in creating streamlining tools to support new compliance responsibilities through revised Categorical Exclusions and interagency sharing of categorical exclusions through the Unified Federal Review process. Assist FEMA/DHS in the development of an implementation plan for application of other federal agency categorical exclusions. Identify interagency programmatic environmental assessment opportunities, to include specific strategies and frameworks, that improve efficacy of analysis, interagency coordination, and hazard mitigation efficiencies. Identify opportunities for interagency coordination to increase effectiveness of technical assistance and synergy of federal wildfire mitigation opportunities and benefits to applicants.

3.4 EHP Process Improvements and Solutions

- Provide support to FEMA OEHP in development of a phased Section 7 consultation framework to include an implementation plan for Section 7.a.2 compliance, a monitoring and reporting plan to support Section 7 compliance, a stakeholder coordination strategy, a leadership briefing package, and technical support for development of an automated decision tool. Provide technical formal consultation support, planning, coordination, and facilitation of interagency consultation and coordination meetings. Document feedback from consultation and coordination meetings, and develop interagency programmatic consultation framework, requirements, and opportunities. Collect comments, review and compile comments, and adjudicate comments.

Other Direct Cost

The contractor is allowed other direct cost for travel needs and postal and shipping cost.

4.0 DELIVERABLES

Task	Deliverable	Schedule
Task 3.1	Task Order Administration Draft Project Plan Final Project Plan	No later than 15 calendar days after Task Award No later than 30 days after post award conference

Task 3.2	<p>Meeting Facilitation and Technical Support Coordinate OEHP desired outcomes and approaches.</p> <p>Facilitate interagency discussion and summarize outcomes opportunities.</p> <p>Support Formal Consultation and Coordination</p>	In accordance with approved Project Plan
Task 3.3	<p>Interagency Programmatic Consultation and Streamlining Streamlining tools and an implementation plan for application of other federal agency categorical exclusions.</p> <p>Develop options and compile recommendations to share interagency analysis that supports an efficient HMA Grant process</p>	In accordance with approved Project Plan
Task 3.4	<p>Interagency Process Improvements and Solutions</p> <p>Phased Section 7 consultation framework to include an implementation plan for Section 7.a.2 compliance, a monitoring and reporting plan to support Section 7 compliance, a stakeholder coordination strategy, a leadership briefing package, and technical support for development of an automated decision tool</p>	In accordance with approved Project Plan

Option Year

Task Order Administration

- Meetings - At task order initiation the contractor shall attend a kick-off meeting with the Contracting Officer Representative(COR); Project Monitor(PM); and Technical Monitors(TMs) to discuss and clarify tasks within this SOO. The contractors shall provide a draft project plan (which includes project schedule). The contractor shall meet weekly to discuss progress and issues/questions that may arise throughout the life of this task order. The contractor shall prepare meeting minutes within two business days.
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- Monthly Progress Reports - The Contractor will develop weekly progress reports and disseminate to the COR and PM.

- Section 508 Compliance - All deliverables should meet Section 508 compliance (an ammendment to the United States Workforce Rehabilitation Act of 1973) compliance standards. Section 508 is a federal law mandating that all electronic and information technology developed, procured, maintained, or used by the federal government be accessible to people with disabilities.

3.2 Meeting Facilitation and Support

- Meeting facilitation and technical support: Support up to 100 hours of OEHP internal coordination meetings and concept development for desired outcomes. Facilitate up to 100 hours of interagency coordination and consultation meetings and summarize decisions and outcomes. Develop and maintain project management schedules, stakeholder distribution lists, product lists, produce meeting agendas, and prepare meeting minutes with decision points. Distribute meeting minutes to stakeholders and maintain files and products on SharePoint or another identified platform. Provide bi-monthly correspondence of progress and activities and distribute to OEHP staff and interagency partners. Track stakeholder participation and develop a quarterly progress report and participation summary.

3.3 Develop Consistency and Communication Products

- Conduct a customer feedback survey to identify areas for improvement to the 2023 EHP Applicant Guide for Hazard Mitigation Grant Projects after six month socialization period.
- Assist FEMA in developing of a comprehensive Technical Assistance program for an external applicant audience.

3.4 Interagency Programmatic Consultation and Streamlining

- Conduct broader alignment analysis of programmatic ESA Section 7 compliance strategies across other FEMA Resilience programs such as the National Flood Insurance Program.

3.5.1 EHP Process Improvements and Solutions

- Develop user guide for Section7 automated decision tool.

4.0 DELIVERABLES

Task	Deliverable	Schedule
Task 2.0	Task Order Administration Draft Project Plan Final Project Plan	No later than 15 calendar days after Task Award No later than 30 days after post award conference

Task 2.1	Meeting Facilitation and Technical Support Coordinate OEHP desired outcomes and approaches. Facilitate interagency discussion and summarize outcomes opportunities. Support Formal Consultation and Coordination	In accordance with approved Project Plan	For
Task 2.2	Interagency Programmatic Consultation and Streamlining Identify interagency programmatic consultation opportunities that improve agency coordination and hazard mitigation efficiencies. Develop options and compile recommendations to share interagency analysis that supports an efficient HMGP process	In accordance with approved Project Plan	
Task 2.3	Interagency Process Improvements and Solutions phased Section 7 consultation framework to include an implementation plan for Section 7.a.2 compliance, a monitoring and reporting plan to support Section 7 compliance, a stakeholder coordination strategy, a leadership briefing package, and technical support for development of an automated decision tool	In accordance with approved Project Plan	

final review prior to acceptance or providing documented reasons for non-acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

5.0 OTHER TERMS, CONDITIONS, AND PROVISIONS

5.1 Dissemination of Information/Publishing

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified individuals who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the Government or the Contracting Officer. The Government approval for publication will require provisions which protect the intellectual property and patent rights of both The Government and the Contractor.

5.2 Attendance at Meetings

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order. Contractor personnel make their contractor status known during introductions.

5.4 Government Furnished Equipment (GFE)

The Government shall be providing the following equipment/information/property:

Description	ID or Serial #	Quantity
None at this time		

The Contractor shall maintain a detailed inventory accounting system for Government Furnished Equipment/Material or Contractor-Acquired-Government Owned Property (CAP). The inventory accounting system must specify, as a minimum: product description (make, model), Government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used.

The Contractor shall either: a) attach an update inventory report to each Monthly Progress Report, or b) certify that the inventory has been updated and is available for Government review. In either case the Contractor's inventory listing must be available for Government review within one business day of COR request.

5.5 Section 508 Requirement

The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998. Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they must ensure that it is accessible to people with disabilities, unless it would pose an undue burden to do so. Federal employees and members of the public who have disabilities must have access to and use of information and services that is comparable to the access and use available to non-disabled Federal employees and members of the public. For additional information, please refer to FAR 39.2 or <http://www.section508.gov>.

5.6 Security

Security Training

SECURITY: 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.

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 (COR), before the contractor or subcontractor is granted access to classified or unclassified information but no later than 30 calendar days after awarded contract. Send certificates of completion for Unauthorized Disclosure, OPSEC, and Insider Threat to the FEMA COR 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.

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:

<https://securityawareness.usalearning.gov/disclosure/index.html>

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 <https://securityawareness.usalearning.gov/opsec/>

Insider Threat Training

Insider Threat training for contractors can be found at:

<https://securityawareness.usalearning.gov/itawareness/index.htm#>

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 shall:

1. Be aware of and comply with the safeguarding requirements for “For Official Use Only” (FOUO) information as outlined in this directive.
2. Participate in formal classroom or computer-based training sessions presented to communicate the requirements for safeguarding FOUO and other sensitive but unclassified information.
3. 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.

5.7 Period of Performance

The period of performance for this contract is twelve (12) months from the date of award with one option year

5.8 Place of Performance

Contractor site and FEMA/Federal Insurance & Mitigation Administration (FIMA), 400 C Street SW, Washington DC

5.9 Hours of Operation

Contractor employees shall generally perform all work between the hours of 8 am and 5 pm eastern time, Monday through Friday (except Federal holidays). However, there may be occasions when Contractor employees shall be required to work other than normal business hours, including weekends

and holidays, to fulfill requirements under this SOW. In the event Contractor employees are required to work other than normal business hours, the FEMA COR will notify the Contractor no less than 24 hours in advance.

5.10 Travel

Contractor travel outside the local commuting area(s) is permitted to support this requirement. All travel shall be incorporated into the contractor's firm fixed price.

6.0 Privacy

Information Sharing

To accomplish the tasks outlined in this contract, FEMA will provide the contractor access to the FEMA Enterprise Network, including the Global Address List and the FEMA Enterprise Shared Workspace. Data elements shared include: names, UPN, username, company, department, job title, business telephone, personal phone (if listed in the GAL), duty station street address, duty station city, duty station state, duty station zip code, work mobile telephone, and business contact information of FEMA employees and contractors as documented in, business phone numbers, and business email addresses of FEMA employees.

The information sharing outlined in this contract is authorized by the DHS/ALL-014, DHS Personnel Contact Information, Routine Use F.

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.

6.1 Security

SECURITY LANGUAGE

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)

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.

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:

1. Be aware of and comply with the safeguarding requirements for “For Official Use Only” (FOUO) information as outlined in this directive.
2. Participate in formal classroom or computer-based training sessions presented to communicate the requirements for safeguarding FOUO and other sensitive but unclassified information.
3. 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.

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.

4.8.1 INDIVIDUAL BCPS SHALL BE ACTIVATED IMMEDIATELY AFTER DETERMINING THAT AN EMERGENCY HAS OCCURRED, SHALL BE OPERATIONAL WITHIN 8 HOURS OF ACTIVATION OR AS DIRECTED BY THE GOVERNMENT, AND SHALL BE SUSTAINABLE UNTIL THE EMERGENCY SITUATION IS RESOLVED AND NORMAL CONDITIONS ARE RESTORED OR THE CONTRACT IS TERMINATED, WHICHEVER COMES FIRST.

In case of a life threatening emergency, the COR shall immediately make contact with the Contractor Project Manager to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occur, the Contractor Project Manager and the COR shall promptly open an effective means of communication and verify:

Key points of contact (Government and contractor)

Temporary work locations (alternate office spaces, telework, virtual offices, etc.)

Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)

Essential Contractor work products expected to be continued, by priority

4.8.2 THE GOVERNMENT AND CONTRACTOR PROJECT MANAGER SHALL MAKE USE OF THE RESOURCES AND TOOLS AVAILABLE TO CONTINUE CONTRACTED FUNCTIONS TO THE MAXIMUM EXTENT POSSIBLE UNDER EMERGENCY CIRCUMSTANCES.

Contractors shall obtain approval from the Contracting Officer prior to incurring costs over and above those allowed for under the terms of this contract. Regardless of contract type, and of work location, Contractors performing work in support of authorized tasks within the scope of their contract shall charge those hours accurately in accordance with the terms of this contract.

4.9 Progress Reports

The Project Manager shall provide a weekly, progress report to the Contracting Officer and COR via electronic mail. This report shall include a summary of all Contractor work performed, including a breakdown of labor hours by labor category, all direct costs by line item, an assessment of technical progress, schedule status, any travel conducted and any Contractor concerns or recommendations for the previous reporting period.

4.10 Progress Meetings

The Project Manager shall meet with the COR on a biweekly basis to discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place via video/teleconference.

-or-

The Project Manager shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure Contractor activities are aligned with DHS objectives. At a minimum, the Project Manager shall review the status and results of Contractor performance with the COR on a basis .

4.11 General Report Requirements

The Contractor shall provide all written reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Windows XP and Microsoft Office Applications).

4.12 Intellectual Property

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified individuals who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of

the Government or the Contracting Officer. The Government approval for publication will require provisions which protect the intellectual property and patent rights of both The Government and the Contractor.

4.13 Protection of Information

Contractor access to information protected under the Privacy Act is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

and

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with the law and Government policy and regulation.

and

Contractor access to proprietary information is required under this SOW. Contractor employees shall safeguard this information against unauthorized disclosure or dissemination in accordance with DHS MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information. The Contractor shall ensure that all Contractor personnel having access to business or procurement sensitive information sign a non-disclosure agreement (DHS Form 11000-6).

4.14 Section 508 Compliance

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.

5.0 Government Terms & Definitions

5.1 COR – Contracting Officer’s Representative

5.2 DHS - Department of Homeland Security

5.3 SME – Subject Matter Expert

5.4 CO – Contracting Officer

6.0 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.

- I. Government furnished equipment (GFE)
the government shall be providing the following equipment/information/property:

II. Description	III. Id or serial #	IV. Quantity
Laptops	To be determined at time of award.	To be determined at time of award.
V. No other equipment at this time	VI.	VII.

- VIII. The contractor shall maintain a detailed inventory accounting system for government furnished equipment/material or contractor-acquired-government owned property (cap). The inventory accounting system must specify, as a minimum: product description (make, model), government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if cap), and contract/order number under which the equipment is being used.
- IX. The contractor shall either: a) attach an update inventory report to each monthly progress report, or b) certify that the inventory has been updated and is available for government review. In either case the contractor's inventory listing must be available for government review within one business day of COR request.

and

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.

-and-

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.

7.0 Contractor Furnished Property

The Contractor shall furnish all facilities, materials, equipment and services necessary to fulfill the requirements of this contract, except for the Government Furnished Resources specified in SOW 2.0 and SOW 6.0.

8.0 Government Acceptance Period

The COR will review deliverables prior to acceptance and provide the contractor with an e-mail that provides documented reasons for non-acceptance. If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted.

8.1 The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal.

In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor may have an opportunity to correct the rejected deliverable and return it per delivery instructions.

8.2 The COR will have 5 business days to review deliverables and make comments. The Contractor shall have 5 business days to make corrections and redeliver.

8.3 All other review times and schedules for deliverables shall be agreed upon by the parties based on the final approved Project Plan.

The Contractor shall be responsible for timely delivery to Government personnel in the agreed upon review chain, at each stage of the review. The Contractor shall work with personnel reviewing the deliverables to assure that the established schedule is maintained.

9.0 Deliverables

The Contractor shall consider items in **BOLD** as having mandatory due dates. Items in italics are deliverables or events that must be reviewed and/or approved by the COR prior to proceeding to next deliverable or event in this SOW.

SECURITY LANGUAGE

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)

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.

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:

4. Be aware of and comply with the safeguarding requirements for “For Official Use Only” (FOUO) information as outlined in this directive.
5. Participate in formal classroom or computer-based training sessions presented to communicate the requirements for safeguarding FOUO and other sensitive but unclassified information.
6. 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.

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.