

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract order numbers.

1. DATE OF ORDER 09/20/2017		2. CONTRACT NO. (If any) GS00Q140ADU108		6. SHIP TO: a. NAME OF CONSIGNEE FEDERAL EMERGENCY MANAGEMENT AGENCY	
3. ORDER NO. HSFE50-17-F-0045		4. REQUISITION/REFERENCE NO. See Schedule			
5. ISSUING OFFICE (Address correspondence to) MT WEATHER FEDERAL EMERGENCY MANAGEMENT AGENCY MT WEATHER EMERGENCY OPERATIONS CE ATTN MATTHEW A RAIBLE 19844 BLUE RIDGE MOUNTAIN ROAD MT WEATHER VA 20135				b. STREET ADDRESS 500 C STREET	
				c. CITY WASHINGTON	d. STATE DC
				e. ZIP CODE 20024	
7. TO: a. NAME OF CONTRACTOR BOOZ ALLEN HAMILTON INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 8283 GREENSBORO DR				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
				<input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 221023830		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE FEDERAL EMERGENCY MANAGEMENT AGENCY	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 006928857 THIS TASK ORDER IS FOR THE SERVICES THAT ARE DESCRIBED IN THE SOW. CONTRACTOR'S PROPOSAL IS INCORPORATED BY REFERENCE. COR POC INFORMATION IS LISTED IN THE TASK Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont pages)
	21. MAIL INVOICE TO:						
	a. NAME FEMA FINANCE CENTER						\$487,984.72
	b. STREET ADDRESS (or P.O. Box) FEMA FINANCE CENTER PO BOX 9001						
c. CITY WINCHESTER							
						\$487,984.72	17(i) GRAND TOTAL

22. UNITED STATES OF
AMERICA BY (Signature)MATTHEW A
RAIBLEDigitally signed by MATTHEW A RAIBLE
DN: c=US, o=U.S. Government, ou=Department
of Homeland Security, ou=FEMA, ou=People,
cn=MATTHEW A RAIBLE,
092342192003001001.1=0152285888FEMA
Date: 2017.09.22 10:47:26 -050023. NAME (Typed)
Matthew Raible
TITLE: CONTRACTING/ORDERING OFFICER

SECTION I STATEMENT OF WORK

Department of Homeland Security (DHS)

Federal Emergency Management Agency (FEMA)

Office of Response and Recovery (ORR), Response Directorate

Planning and Exercise Division, FEMA Exercise Branch Support Services

1.0 Project Title

FEMA Exercise Branch, FEMA Exercise & Evaluation Program, and FEMA Emergency Manager Professional Development Support.

2.0 Background

The FEMA Exercise Branch (FEB) is a component of the Planning and Exercise Division within the Office of Response and Recovery's (ORR) Response Directorate. FEB is charged by the Assistant Administrator of Response to be a catalyst to drive change, by delivering analytical services to the entire agency through exercise-based activities, in order to meet the FEMA Exercise and Evaluation Program (EEP) Senior Leadership Coordination Group's (SLCG) requirement of continuous improvement through fulfillment of the Preparedness Cycle to support execution of the FEMA mission.

This charge includes: carrying out the FEMA Administrator's intent of FEMA Directive 123-15 "Exercise Management and Leadership" for the FEMA EEP, serving both as EEP ECG Chair and as EEP Program Manager and continuing to facilitate integration between FEMA's Preparedness Cycle program activities, including the Continuous Improvement Program (CIP—to better translate "lessons observed" into exercise-validated Lessons Learned), FEMA Policy, FEMA Planning Integration Council (FPIC), FEMA Training Council (FTC), and the FEMA EEP; delivering the Administrator's "Thunderbolt" exercises; provide exercise-based services throughout ORR and the intra-agency; leading the intra-agency effort to provide appropriate alignment with and participation in National Exercise Program (NEP) and Department of Homeland Security Exercise and Evaluation Program (DHS EEP) activities; coordinating or leading as necessary for non-NEP and non-DHS EEP sponsored, inter-agency and Whole Community exercise activities including through support to FEMA components and Regions; providing exercise program-based solutions to examine when FEMA acts as the U.S. government's national coordinator for non-Stafford Act disasters; delivery of exercises in support of U.S. government-approved humanitarian missions during foreign governments capacity-building efforts; and examinations of the agency's role in emerging mission frameworks and Executive Branch policy development.

3.0 Scope

The contractor will utilize the Homeland Security Exercise and Evaluation Program (HSEEP) doctrine and the FEMA Exercise Branch Manual as the baseline exercise program planning guidance, while customizing and scaling exercise-based activities and materials to meet FEMA's unique requirements and promote consistency between exercise events in order to provide a standardized environment for continuous improvement. The FEMA Exercise Branch will retain control of project outcomes and all inherently governmental activities.

FEMA Exercise Branch requires support with the design, development, conduct, and evaluation of discussion- and operations-based exercises, including FEMA-led intra- and inter-agency exercises; no-notice exercises including Thunderbolts; FEB "Red Teams" to support intra-agency component exercise & exercise program development activities; FEMA's participation in NEP- and DHS-led exercise activities; exercise simulation site support; and emergency manager professional developmental experiential activities related to approved exercise development cycle activities.

4.0 Applicable Documents

The following documents apply to this requirement:

- a. Robert T. Stafford Act (as amended)
- b. National Response Framework (NRF), National Disaster Recovery Framework (NDRF), National Mitigation Framework (NMF)
- c. Prevent and Protect frameworks
- d. National Incident Management System (NIMS)
- e. National Incident Support Manual – Change 1, January 2013
- f. Regional Incident Support Manual
- g. Presidential Policy Directives (PPD) and Homeland Security Presidential Directives (HSPD)
- h. Post-Katrina Emergency Reform Act (PKEMRA)
- i. Homeland Security Exercise and Evaluation Program (HSEEP)
- j. FEMA Pub 1
- k. FEMA Incident Management and Incident Support Keystone, FEMA Incident Management Manual, National/Regional Incident Support Manuals, FEMA Incident Management Handbook
- l. Federal Continuity Directive (FCD 1)
- m. FEMA Directive 123-15, FEMA Exercise and Evaluation Program

5.0 Specific Tasks Summary

5.1 – Design, Development, Conduct and Evaluation: The contractor shall support the design, development, conduct and evaluation of the following:

- a. Supporting the management and further development of the FEMA EEP, including the annual FEMA Training and Exercise Planning Workshop (TEPW). The EEP events typically include:
 - a. Annual Training and Exercise Planning Workshop (TEPW). The purpose of the TEPW is to develop the Fiscal Years (FY) 2018–2020 Multi-Year Exercise Management Plan with an emphasis to close out FY17 Program Goals and develop FY18 Program Goals, including updating SLCG Priorities for FY 2018-2020.
 - b. Administer the ELAT.
 - c. Provide exercise program management reports delivered via quarterly SLCG and EEP ECG meetings.

- d. Manage project-specific work groups (e.g. NLE 2018 Working Group to coordinate the FEMA-wide development of FEMA's participation in NLE 2018, to ensure Senior Leadership's guidance are implemented through an agency-wide exercise design and development process).
 - e. Support the FEB as FEMA EEP representative to the DHS EEP and NEP EIC.
 - f. FEMA EEP efforts for coordination and facilitation of EEP ECG membership's exercise project requirements (i.e. agency-wide), including inter-agency coordination as applicable.
- b. Supporting Thunderbolts, consisting of internally focused drills with a duration of approximately one day, for FEMA HQ components, including FEMA senior (i.e. executive) leadership. Topics and intent vary widely, and FEB conducts approximately 16-20 Thunderbolts for HQ units annually. Interagency elements (example: NRF Emergency Support Functions) are not required to participate at this time.
- c. Supporting on a recurring but irregularly-scheduled and time-constrained delivery for several unique program activities, including Thunderbolt no-notice exercises; classified exercise activities such as for PPD-25 and PPD-41 related topics (which will require a DD-254 in place for the complete life cycle of the contract, i.e. that extends beyond single-year Periods of Performance to ensure no break in support, and which requires the contractor to support projects including Top Secret/Special Compartmented Information (TS/SCI) clearance access levels); and international emergency management capacity-building missions involving exercise support for FEB at locations outside the continental United States (typically, under the aegis of the U.S. Department of State, and on an *ad hoc* basis dependent after DOS request to FEB and after a determination of FEB's capacity to support; the contractor however would still work through the FEB COR's technical direction and with an deployed FEB project manager). The contractor shall be able to support no notice exercise execution such as including times when the contractor will be expected to support the design, development, and conduct of a Thunderbolt exercise with only a 24-hour notice (or less) until "StartEx" conditions. The contractor shall support FEB with access to offsite SCIF facilities in the NCR to host meetings and exercise activities; secure access to the DHS video teleconferencing (SVTC) network may be optional.
- d. Using HSEEP's progressive exercise types to implement a building-block approach for developing capabilities, FEMA will conduct a one-event-per-quarter series aimed at the National Response Coordination Center (NRCC) to progressively improve National Response Coordination Staff (NRCS) proficiency in selected response-area core capabilities (e.g. Operational Coordination; Situational Assessment; and Planning), through NRCS interaction and increased organizational task proficiency. The series will be held at FEMA HQ, in Washington, DC and typically last one day.
- e. Regional Continuity Thunderbolt series, evaluating FEMA Regional Response Coordination Center and Watch (RRCC, RWC) capabilities to respond to and recover from a Level I disaster, while relocating to alternate facilities. These exercise events typically last 1.5 days at the FEMA Region and FEMA conducts a rotational schedule to evaluate each Region once every three years.
- f. A one-event-per-quarter series of DRILLS wherein the Office of Response and Recovery (ORR) will drill the Incident Management (IM) level of the ORR enterprise, to build capabilities of

teams and individual cadre members to execute FEMA's Incident Management mission [additionally, it will be a venue for demonstration of skills to allow FEMA Qualification System {FQS} Position Task Book {PTB} evaluations], focusing on Level 2 responses as a building-block activity (i.e., NOT Level 1 or Catastrophic) built around a tornado scenario with basic elements derived from FEMA's response to the Joplin, MO tornado and providing a standard, robust scenario to drill the FCO/FDRC cadre, Incident Management personnel, and cover all directorates within ORR: Response, Field Operations Directorate, Recovery, Mitigation, Logistics Management Directorate, and necessary elements of Mission Support Bureau. The drills will be held at the Center for Domestic Preparedness, in Anniston, AL; exercise play will last for approximately five (5) days. For reference, Level 1 activities are associated with the annual inter-agency catastrophic exercise and/or its building block events. The roles of the National and Regional IMATs will follow doctrinal roles as defined in the operational concept documents, for example using Regional IMATs as Geographic Branches. Exercise development requirements will focus on the Response and Recovery Mission areas, in selected core capabilities (Response: Operational Coordination; Logistics and Supply Chain Management; Planning; Public Information and Warning; Critical Transportation; Environmental Response/Health and Safety. Recovery: Planning; Public Information and Warning; Economic Recovery; Health and Social Services; Housing; Natural and Cultural Resources.)

- g. FEMA's annual participation in a Level 1, Catastrophic-scenario exercise, which can be from any or parts of all Mission areas: Prevent, Protect, Respond, Recovery, Mitigation, or emerging mission support requirements (example: cyber, or non-Stafford events, both man-made or natural disasters). For FEMA, these exercise activities are typically linked to Department of Defense, NORAD/NORTHCOM (DOD, N/NC) "Ardent Sentry", the biennial National Level Exercise (NLE), and (typically, also biennially) to the government's national continuity exercise series, "Eagle Horizon". For the 2018 NLE, FEMA will exercise a Whole Community response to, and recovery from, a large, Category 3-4 hurricane on the eastern coast impacting portions of FEMA Region(s) II-IV, including the National Capital Region (NCR). Ardent Sentry and Eagle Horizon will be linked to NLE 2018. This is considered an agency-wide requirement to support participation, including design and development, potentially involving personnel at all levels of experience and seniority. Previous examples include Capstone 2014, which included more than 1,500 full-time FEMA personnel as controllers, evaluators, and players, for a 6-day exercise.

5.2 Support of Specific Taskings – The contractor will support the maintenance of and provide subject matter input to the following doctrine, guidance and processes:

- a. FEB Organizational Manual maintained to ISO 9000 standards
- b. Strategic Project Management Plan (weekly)
- c. Strategic Communications Plan
- d. Supplemental reporting from the Contractor to accompany monthly invoices, demonstrating the contractor level of effort of LCAT hours to each ongoing project (projects may cross monthly invoice periods and/or periods of performance)
- e. FEB shared Outlook accounts management, including strategies and best practices
- f. Data analysis to support regular reports to the FEMA EEP SLCG
- g. Publication of the Multi-Year Exercise Management Plan

5.3 Consultancy & SME Support – The contractor shall provide consultancy and SME support for continued exercise program development, maintenance, and execution to include:

- a. Support with communications strategy and approved communications product development and methods of execution to improve exercise outcomes
- b. Support with executive-level facilitation and Subject Matter Expertise capabilities to support Course-of-Action (COA) presentations and other policy/doctrinal inquiries that are logical precursors to discussion-based exercises when examining emergent mission activities not previously identified on FEMA's planning or exercise calendars
- c. Support FEB with white papers and data collection and analysis.
- d. On-going recommendations for, and when approved, delivery and implementation of "COTS" (Commercial Off-the-Shelf) and "GOTS" (Governmental Off-the-Shelf) technology solutions, including social media, to enhance exercise program outcomes and lower program delivery costs, such as continued support for the MS Access-based Exercise List Analytics Tool (ELAT). The FEMA Exercise and Evaluation Program (EEP) Exercise List Analytics Tool (ELAT) was developed to support management of the EEP at the program-office level. The ultimate intent of the FEMA EEP ELAT is to streamline exercise reporting to the Senior Leadership Coordination Group (SLCG) and provide a method of analysis for the tracked data; the ELAT resides on an internal FEMA Share Point site dedicated to the FEMA EEP. The Contractor's COTS/GOTS delivery shall be in compliance with all applicable U.S. Government (USG), Department of Homeland Security (DHS), and FEMA OCIO requirements.

5.4 Exercise Program Development Support – The contractor will provide exercise program development support to include:

- a. Support FEB in its role as the FEMA EEP Co-Chair and EEP Program Manager
- b. doctrine and policy analysis to inform exercise development and the program office mission
- c. Develop meeting materials, agendas, audio/visual presentations, facilitation, and meeting notes
- d. Red Team activities to provide focused, intra-agency component-level exercise project and program development support.

5.5 Experiential Outcome Support - The Contractor will support the FEB in the development and delivery of exercise-based experiential outcomes to:

- a. Increase and sustain FEMA's incident management qualification rates,
- b. Provide unique experiential activities such as gaming, "force-on-force" exercise activities using other FEMA components as a simulator/catalyst to targeted component discussions, and
- c. Provide Rehearsal-of-Concept (ROC) Drill exercise activities that will improve FEMA's capabilities to fulfill its mission as the Nation's Emergency Manager.

6.0 Additional Contractor Responsibilities

In supporting the FEMA Exercise Branch the contractor shall:

- a. Conduct labor surge requirements at short notice and for extended hours to complete deliverables under this contract.
- b. Be highly adaptable and prepared for changes to each phase of exercises.

- c. Provide off-site LCAT rates, and provide staffing plans including those which will meet FEB requirements for short- or no-notice exercises (project-specific staffing plans will be handled at the TDD level; however, this short-notice requirement will also require an approved DD-254 that ensures continued support delivery capabilities for classified exercise activities that cross period-of-performance bounds).

7.0 Administration and Oversight

The contractor will work closely and coordinate with the COR and CO. This coordination shall include information sharing of contract processes, progress reports, and related documents.

- a. Orientation/Kick-off Meeting.
- b. Weekly Branch Planning Meeting

8. Performance Evaluation, Inspection & Deliverables

PERFORMANCE EVALUATION

8.1. Evaluation:

The government reserves the right to evaluate the contractors' performance at any time to ensure services are received. The Government COR will evaluate the Contractor's performance through random inspection of the deliverables and services documentation in accordance with the QASP.

If any of the services do not conform to contract requirements, the government may require the contractor to perform the services again in conformity with contract requirements at no increase in the contract amount.

8.2. Quality Control:

The contractor shall develop and maintain a quality control program to ensure services are performed in accordance with this contract and SOW. The contractor shall develop and implement procedures to identify and prevent non-performance and continual repeat of defective service. A written Quality Control Plan (QCP) shall be submitted no later than 10 working days after the award. The plan shall specifically address the contractors' strategy to provide quality workmanship, continual process improvement and for correcting deficiencies as required.

8.3. Quality Assurance:

The government shall inspect and evaluate the contractors' performance to ensure services are received in accordance with requirements set forth in the contract or in written Technical Direction. The COR shall inspect completed contract de-obligation(s) or contract close-out(s) files processed by the contractor physically checking an attribute of the completed task, checking a management information report, investigating customer complaints, conferring with Contracting Officers, or otherwise inspecting the task or its results to determine whether or not performance meets the standards contained in this SOW. The COR will record surveillance results. Results of the surveillance then become the official record of the contractor's performance. When a performance threshold has not been met or contractor performance was not accomplished, the COR will initiate and provide the Contracting Officer with a CAR,

PAR or a Contract Discrepancy Report (CDR) for issuance to the contractor. The contractor shall respond to the instructions provided and return to the Contracting Officer within 10 calendar days of receipt.

8.4. Surveillance Methods:

Random Surveillances: This method requires the COR to employ "spot check" style of evaluation based on the contractor's schedule. Surveillances will be conducted on a random basis and may be adjusted, based on quality trends. Any unsatisfactory inspection (defect) result shall be recorded, and the contractor shall re-perform the service after notification by the COR.

Customer Complaint: This method requires the customer or the Contracting Officer(s) to submit in writing any complaints or concerns via email. The COR will verify the complaint and notify the contractor of valid complaints. The contractor shall acknowledge the complaint within 2 hours and inform the COR of his/her recommendation. Any deficiency shall be documented and the contractor shall re-perform service(s) immediately, if appropriate, or within 24 hours at no increase in the contract amount. The contractor shall respond to the customer complaint in accordance with the instructions provided and return it to the Contracting Officer Representative within 5 calendar days of receipt. Any unsatisfactory identified but re-performed acceptable shall be counted as an unsatisfactory inspection.

Periodic Progress Meetings: The Contracting Officer, COR, and other government personnel as appropriate, and the contractor shall periodically meet to discuss the contractor's performance. The following issues shall be discussed opportunities to improve the contract, any modifications required of the contract, unsatisfactory inspections and trends against each performance objective observed positive performance and steps taken by the contractor to prevent unsatisfactory occurrences in the future. The contractor shall provide a summation of unsatisfactory inspections and customer complaints, and provide inspections and customer complaints and provide insight into any identified trends.

INSPECTION AND ACCEPTANCE

8.5. COR Inspection:

The Contracting Officer's Representative for the Contract (COR) is a Government official who has been delegated specific technical, functional and oversight responsibilities for this contract. The COR is designed in the COR appointment letter, issued by the Contracting Officer, and is responsible for inspection and acceptance of all services, and documents.

8.6. Acceptance Criteria

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the term and conditions of this order, and all amendments.

8.7. Documents Review

The COR may reject or require correction(s) of any deficiencies of errors and or omissions found in any report(s), document(s), de-obligation or close-out documents. All contract actions will be reviewed for errors and omissions before the Contracting Officer sign the modification(s). In the event of a rejected document, report, or contract de-obligation or close-out package, the Contractor must be notified in writing by the COR or Contracting Officer regarding the specific reasons for rejection.

8.8. Delivery Address

All deliverables shall be submitted to the COR designated in the COR appointment letter.

8.9. Method of Delivery

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

8.10. Government Acceptance Period

The COR will have five (5) workdays to review draft deliverables and make comments. The Contractor shall have two (2) workdays to complete all corrections. Upon receipt of the final deliverables, the COR will have two (2) workdays for 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 acceptance 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.

DELIVERABLES AND DELIVERY SCHEDULE:

8.11 Specific Deliverables:

Are identified below and may be modified during performance but never deviating from the Tasks identified in this SOW. Regular Reporting Requirements are considered deliverables, and are as follows:

8.12 Reporting Requirements

- a. **Kick-Off Meeting** - The Contractor shall attend a Kick-Off Meeting with the Contracting Officer (CO), COR, and other designated representatives within five (5) business days of notification of award. The Kick-Off Meeting will be held at the Government's facility. Attendance by the designated "Key" Contractor personnel is mandatory.
- b. **Monthly Status Report** - The Contractor shall provide monthly status reports to the CO and the COR on or before the 5th business day of each month via hard copy and electronically (Excel, Word, Access, Power Point) as applicable. The Monthly Status Report shall include the following:
 - A concise statement identifying work performed on all tasks.
 - An outline of work to be accomplished during the next reporting period.
 - A description of any problem encountered or anticipated that will affect the completion of any individual tasks within the time set forth, together with recommended solutions or a statement that no problems were encountered.

Location in SOW	Deliverable	Due date: # of work days after the effective date of the contract award
8.12a	Kick-off Meeting	5 days post award
8.12b	Monthly Status Report	5th business day of the month
8.2	Quality Control Plan (QCP)	10 working days after award
6.0	Staffing Plans	Determined at the TDD level (typically during the Design phase but subject to modification within project to meet exercise event required end-state)
5.0	Specific project documents and deliverables to meet FEMA's unique requirements	Determined at the TDD level (typically during the Design phase but subject to modification within project to meet exercise event required end-state)

10.0 Government-Furnished Equipment (GFE) and Information

On-site and off-site contractors may be provided with laptop computers and network access ("logical systems access") to ensure work can be accomplished effectively and efficiently. Contractor access to government logical systems and networks will be determined by the COR in consultation with the Contractor PM. The Contractor's GFE and logical systems access will be assigned in accordance with current FEMA directives, policies, and procedures.

11.0 Place of Performance

The official place of performance for this contract is National Capital Region (NCR), specifically the FEMA Headquarters at 500 C Street SW, Washington D.C. The Contractor must be able to provide off-site performance as needed. Contractor staffing levels may vary from project to project and are the contractor's responsibility to manage and balance efficiency and effectiveness; meetings with inter-agency exercise partners are often conducted at venues other than FEMA HQ, such as throughout the NCR and occasionally either at FEMA Region offices or other Whole Community sites, specific to individual projects. Travel reimbursements are expected to conform to all applicable government and FEMA travel regulations. Contractor personnel living outside the 50-mile local commuting area working in the NCR are not eligible for regular travel reimbursements to the National Capital Region.

12.0 Period of Performance

The Period of Performance will consist of one (1) year Base Period with up to four (4) one (1) year Option Periods. The effective date for this contract will be date of award.

14.0 Travel

All travel conducted under this contract will be in accordance with the current Federal Travel Regulations (FTR). All requests for travel must be approved, in advance and in writing, by the COR. All travel must be directly related to the scope of work tied directly to specific project objectives and deliverables. Travel expenses invoiced to the Government shall be in accordance with FTR and must include the appropriate receipts. The Government will not reimburse expenditures that exceed the FTR and are not in the document Scope of Work outlined in this document.

Local travel will be reimbursed as an Other Direct Cost (ODC). Local travel is defined here to mean any and all travel within a fifty (50) mile radius of Washington, DC or within an fifty (50) mile radius of the Contractor's facility when the client site is outside the Washington, DC area (excluding normal commuting travel).

Commuting travel to the work site or the Contractor's facility is considered a normal business expense and is the responsibility of the contractor and is not considered billable travel expenses to this contract.

15.0 SECURITY: 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 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.

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.

DD254 Information

Contractor access to classified information is required under this task order. Several on site Government locations in which work under the task order is to be performed include areas authorized for TOP SECRET/SCI materials and restricted to protect LIMITED DISTRIBUTION information. Therefore, Contractor personnel, including the Project Manager, working tasks under this task order which specify the need for a Top Secret security clearance, must possess a final U.S. Government TOP SECRET clearance based on a current Single Scope Background Investigation. Personnel security requirements, other than the Project Manager specified above, will be specified at the task order level.

Deliverables produced under this task order shall be classified in accordance with security classification instructions and procedures provided by the COR. A current DD Form 254, Contract Security Classification Specification, must be on file with FEMA's Industrial Security Officer prior to award of the task order. The Contractor shall meet and comply with all applicable physical, personnel, industrial, and other security requirements outlined in:

- a. DD 254, Contract Security Classification Specification
- b. DHS MD 4300A Sensitive Systems Handbook, Version 5.5, September 30, 2007
- c. Federal Information Security Management Act of 2002 (FISMA)
- d. NIST Special Publication 800-37 May 2004
- e. Homeland Security Presidential Directive/Hspd-7 Critical Infrastructure Identification, Prioritization, and Protection, Dec 17, 2003.
- f. FAR 52.204-2 Security Requirements

Documents generated that are related to this project shall include, as a minimum, the protective footer marking, "(FOUO) For Official Use Only," unless otherwise directed by the Government.

The contractor will require access to:	YES	NO
COMMUNICATIONS SECURITY INFORMATION (COMSEC)		X
RESTRICTED DATA		X
CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
FORMERLY RESTRICTED DATA		X
INTELLIGENCE INFORMATION – SENSITIVE COMPARTMENTED INFORMATION (SCI)	X	
INTELLIGENCE INFORMATION – NON (SCI)	X	
SPECIAL ACCESS INFORMATION		X
NATO INFORMATION		X
FOREIGN GOVERNMENT INFORMATION		X
LIMITED DESIMINATION INFORMATION		X
FOR OFFICIAL USE ONLY INFORMATION (FOUO)	X	

In performing this task order, the contractor will:	YES	NO
RECEIVE CLASSIFIED DOCUMENTS ONLY	X	
RECEIVE AND GENERATE CLASSIFIED DOCUMENTS		X
FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
PERFORM SERVICES ONLY		X
HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
REQUIRE A COMSEC ACCOUNT		X

HAVE TEMPEST REQUIREMENTS		X
HAVE OPERATIONS SECURITY REQUIREMENTS (OPSEC)	X	
BE AUTHORIZED TO USE THE DEFENSE COURRIER SERVICE	X	
HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	

A. 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.

TECHNICAL DIRECTION

- (a) The Contracting Officer's Representative (COR) and designated Technical Monitors may provide technical direction. Technical direction includes:
 - (1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions or shifts emphasis among work areas or tasks; and
 - (2) Evaluation and acceptance of reports or other deliverables.
- (b) Technical direction must be within the scope of the Task Order. The COR does not have the authority to issue technical direction which:
 - (1) Requires additional work outside the scope of the Task Order;
 - (2) Constitutes a change as defined in the "Changes" clause;
 - (3) Causes an increase or decrease in the ceiling cost of the Task Order;
 - (4) Alters the period of performance of the Task Order; or
 - (5) Changes any of the other terms and/or conditions of the Task Order.
- (c) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The Contracting Officer (CO) will be copied on any technical direction issued by the COR or Technical Monitors.
- (d) If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed, but shall notify the CO in writing within 3 days after receiving it and shall request that the CO take appropriate action, as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:

- (1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract:
 - (2) Advise the Contractor within a reasonable time that the government will issue a written modification to the contract; or
 - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby, rescinded.
- (e) A failure of the Contractor and CO to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (f) Any actions taken by the Contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the CO or the COR, shall be at the Contractor's risk.

DV. GOVERNMENT CONTRACTOR RELATIONS – NON-PERSONAL SERVICES

The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the government to afford both parties a full understanding of their respective obligations.

(a) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other FEMA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(b) Employee relationship.

- (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (2) Rules, regulations, directives, and requirements that are issued by DHS/FEMA under its responsibility for good order, administration, and security are applicable to all personnel who

enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

- (c) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits by virtue of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

- (d) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (5) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimized cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either: (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance, (ii) Countermand any communication regarded as a violation, (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.