



FEMA

Statement of Work (SOW)

Radiological Health and Control Services

For

Department Homeland Security (DHS)/

Federal Emergency Management Agency (FEMA)

Radiological Emergency Preparedness Program (REPP)

9/1/2020

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1. PURPOSE

The Radiological Emergency Preparedness (REP) Program does not have adequate technical resources to support and assist with accomplishing various radiological, drills, exercises and cross-coordination tasks. Therefore, FEMA is reaching out to the Council of Radiation Control Program Directors (CRCPD) for technical support and policy coordination.

2. SCOPE

The scope of services to be provided includes a full range of professional and program management support services that the contractor shall perform to enhance the Radiological Preparedness Programs (REPP). These services include (but are not limited to):

- Assess the Nation's exposure level assessment capabilities and provide summaries, recommendations and updates to FEMA REPP.
- Provide a representative to the Federal Radiological Preparedness Coordinating Committee (FRPCC) full committee and selected subcommittees as determined by the FRPCC Co- Chairs.
- Provide FEMA with a current copy of the Directory of Personnel Responsible for State Radiological Health Programs.

The contractor may support public outreach and education programs that include a science-based measurement program (surveys) to determine the level of emergency protective action knowledge and the understanding of such knowledge in each community. This support may include technical guidance and training to community public information officers to assist in the development of public outreach programs and products and the establishment of Emergency Public Information Systems.

3. BACKGROUND

3.1. Program History. Tech Hazards leads the national effort to build and sustain capabilities in local jurisdictions to address technological threats and hazards. The Radiological Emergency Preparedness Program within the Technological Hazards Division provides Reasonable Assurance of the adequacy of offsite emergency preparedness in the States and local jurisdictions where 64 commercial nuclear power plants are located. (Public Law 96-295, dated June 30, 1980). Reasonable Assurance is defined as a determination that State, local, Tribal, and utility offsite plans and preparedness are adequate to protect public health and safety in the emergency planning areas of commercial nuclear power plants. FEMA takes into consideration plans, procedures, personnel, training, facilities, equipment, drills, and exercises, which in its professional judgment are important to the effective implementation of protective measures offsite in the event of any incident at a commercial nuclear power plant.

REPP builds a culture of preparedness for local jurisdictions surrounding nuclear power plant sites by sustaining and strengthening community capabilities to respond to and recover from technological hazards unique to nuclear power plant. Our comprehensive preparedness efforts include:

- Enhancing planning, preparedness, and response for all types of radiological emergencies in the State and local jurisdictions surrounding a commercial nuclear power plant.
- Ensuring adequate offsite emergency plans and preparedness are in place and can be implemented by State and local governments to protect the health and safety of the public living in the vicinity of commercial nuclear power plants through assistance with developing and evaluating biennial exercises and other functional drills and assist in training of the State and local radiological emergency responders.

3.2. Program Organization. Within the National Preparedness Directorate, REP functions are managed by the Radiological Emergency Preparedness Branch of the Technological Hazards Division and FEMA Regions as follows:

Region I – Boston, MA
 Region II – New York, NY
 Region III – Philadelphia, PA
 Region IV – Atlanta, GA
 Region V – Chicago, IL
 Region VI – Denton, TX
 Region VII – Kansas City, MO
 Region VIII – Denver, CO
 Region IX – Oakland, CA
 Region X – Bothell, WA

4. PERIOD AND PLACE OF PERFORMANCE

The period of performance for this contract will be base plus 3 one year option periods. The majority of services are expected to be provided off-site at the contractor's facility. Upon the Government's request, the contractor is expected to work on-site at government facility and will require a FEMA-issued identification badge.

5. CONTRACTOR IDENTIFICATION BADGES

Contractor-provided personnel shall wear government-issued or contractor identification badges on the outer clothing in front of the body between the neck and waist so that the badge is visible at all times.

6. GOVERNMENT-FURNISHED INFORMATION AND SERVICES

6.1. Lodging and Travel for Support. Contractor lodging and travel costs are billable under the contract in accordance with the effective GSA schedule per-diem rates (<http://www.gsa.gov/portal/category/21287>). Contractor shall provide documentation of all lodging and travel expenses incurred in support of REPP activities to be included in the monthly invoices. Contractor airfare shall use the lowest customary standard, coach, or equivalent airfare offered.

6.2. Workstations and Computers. The government will furnish workstations and computers to contractor for work on-site at government and off-site at contractors' facility.

7. HOURS OF OPERATION

7.1. Normal Hours of Operation. Normal working hours at FEMA installations are from 8:30 a.m. to 5:00 p.m. Monday through Friday, excluding the Federal holidays listed in Section 7.3.

7.2. Hours of Operation Other Than Normal. The contractor may be required to work other than normal duty hours to support certain situations.

7.3. Holidays. The contractor is not required to provide service on the following days:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

NOTE: If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday.

8. CONTRACTOR TASKS

8.1. Provide the FEMA REP Program with an assessment of the nation's level of exposure assessment capability.

Query the Program Directors for purposes of gaining an assessment of the technology used by the State and local organizations to respond and assess a radiological release. Provide the FEMA REP Program with a report of the current technologies, equipment and procedures used.

8.2. Provide a technical review of the current FEMA REP-21 and 22 guidance documents and propose technical updates to outdated technologies or ideas.

Utilizing the information gained from Deliverable 8.1, provide the FEMA REP Program with any recommended changes to FEMA REP 21 and 22 guidance documents.

8.3. Provide support to the FRPCC Subcommittee on the Environment, Food, and Health (Advisory Team).

Under the direction of the THD Officer Representative (COR): Provide a technical representative to attend the annual meeting of the Subcommittee on the Environment, Food, and Health and other meetings, as scheduled. The CRCPD representative will be able to provide authoritative information and guidance specific to State emergency planning and response, including

instrumentation, level of exposure assessment or projections, protective drugs, decontamination, environmental analysis and radiological team equipment.

8.4. Provide support to the FRPCC Subcommittee on Offsite Emergency Instrumentation.

Under the direction of the THD COR: Provide a technical representative to attend scheduled meetings of the Subcommittee on Offsite Emergency Instrumentation. The CRCPD representative will be able to provide authoritative information and guidance specific to existing State offsite instrumentation and monitoring networks and technology, shortcomings in existing State instrumentation, results of State testing and experience with fielded or proposed emergency instrumentation.

8.5. Provide Updated Data on Radiological Health Programs

Provide FEMA with an annual copy of the Directory of Personnel Responsible for State Radiological Health Programs.

8.6. Performance Metrics

The Contractor's proposal shall include a plan to collect, analyze and report metrics on program success and utilization. Metrics should be able to measure the overall performance of providing outreach support to REPP customers, utilization of standard related products and tools and the utilization and the value of evaluation reports.

9. REPORTS

9.1. Monthly Reports. Each month, the Contractor shall compile a detailed monthly report on costs and project status.. The Contractor shall submit this report in MS-Excel spreadsheet format and PDF format to the COR. The report received by the COR will include multiple levels of detail including a breakdown of labor hours and the costs associated with each labor category. The report shall include the following information for each individual working on REP projects: project(s) worked on, time spent working on each, activities, and associated costs performed within each labor category.

9.2. Bi-Weekly Meetings. The Program Manager shall meet weekly with the COR, via telephone, teleconference, or at FEMA Headquarters to review ongoing costs and project status under the contract. It is the responsibility of the CRCPD Program Manager to schedule and execute these meetings.

9.3. Quarterly Individual Project Reviews (IPR). The contractor shall be prepared to present periodic costs and performance to the COR on a quarterly basis on the contract to DHS/FEMA. The focus shall be on identifying costs and schedule variances in completion of assigned tasks and the COR will notify the Contractor not less than thirty (30) calendar days in advance of the actual IPR date.

10. CONSIDERATIONS AND CONTRACT/PROGRAM REQUIREMENTS

- Contractor shall use electronic technologies/means to reduce paper copies of program information generated throughout the lifecycle of this contract.
- Contractors shall also use electronic technologies/means to communicate and pass data between Government and contractor organizations. Data is not considered to be Sensitive Data.
- All work products are the property of FEMA's REPP and the contractor is expected to provide an electronic copy of all documents at the end of each project period.

10.1. Quality Control Plan. Contractor's proposal shall include a Quality Plan (QCP). The final QCP is due 30 days after award. The QCP shall be reviewed every six (6) months and updated as necessary. At a minimum, the QCP shall include a self-inspection plan, , and an outline of the procedures that the Contractor will use to maintain quality, timelines, responsiveness, customer, satisfaction, and any other requirements set forth in this SOW.

The Contractor's success is directly attributable to the extent the Contractor's collaborative contributions in providing support and documentation results in:

- Successful planning and execution of responsibilities;
- Successful oversight and management of the objectives; and
- Appropriate, accurate, and complete documentation.

In addition, the general quality measures, as set forth below shall be applied to each deliverable or work product received from the Contractor.

10.2. Key Personnel Changes. Some contractor personnel assigned to this task will be considered as key personnel. The contractor shall assign key personnel for the duration of the contract period of performance and provide resumes for these personnel.

Key personnel shall include, but not be limited to the Project Manager who will be essential to completing the work. All requests for key personnel changes shall be submitted in writing to the COR and the Contracting Officer (CO) as soon as they are known, prior to making any change in key personnel. The request shall provide a detailed explanation of the circumstances necessitating the proposed key personnel substitution. The contractor shall submit a complete resume for the proposed key personnel, any changes to the rate specified in the order (as applicable) and any other information requested by the COR needed to approve or disapprove the proposed key personnel change. Any changes in key personnel shall require the CO to issue a contract modification to the Key Personnel clause.

Any personnel the contractor offers as substitutes shall possess, at a minimum, equal experience qualifications and capabilities at meeting the requirements than the key personnel to be replaced. The COR shall be alerted to personnel substitutions as soon as they are known to allow sufficient time for security requirements to be met.

10.3. Facilities Security Requirements. The contractor shall provide company facilities to support this contract unless otherwise indicated in the SOW. Contractor shall ensure the

appropriate administrative, technical, and physical safeguards are established to ensure that the security and confidentiality of information, data, and equipment is properly protected. If requested by the COR, the contractor shall permit a third party into their facility to ensure that adequate physical and administrative safeguards are in place to protect information related to the contract. When no longer required, information data or equipment shall be returned to DHS/FEMA's REPP control, destroyed, or held until otherwise directed. Items returned to DHS/FEMA REPP shall be hand carried or mailed to the COR. If items are to be destroyed, this shall be accomplished through burning, shredding, or other methods that preclude the reconstruction of the material and the suitability for the classification level of the documents.

The contractor shall be responsible for properly protecting all information used, gathered, and developed because of work under this contract. All documents and information shall be treated as if it were FOR OFFICIAL USE ONLY (FOUO) unless otherwise directed by the COR.

All information pertinent to FEMA REPP entities that is provided by DHS/FEMA to simplify and/or contribute to the performance of the work is to be considered highly sensitive and will not be released to third parties without the express, written consent of the COR. This information requires strict control procedures to preclude unauthorized disclosure or dissemination. Information pertinent to personnel is protected from unauthorized disclosure under provisions of the Privacy Act (5 USC 552a).

All documents produced for this project cannot be reproduced without permission from the COR, nor retained by the contractor. The contractor shall not release any information to persons or organizations not expressly authorized in writing by the appropriate COR. The contractor shall submit requests for information relating to this task to the COR.

The parties agree to implement an interim rule promulgating new regulations at Title 6 Code of Federal Regulations Section 29.8(c) to govern procedures for handling critical infrastructure information. The regulations detailed in the Rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002 known as the "Critical Infrastructure Information Act of 2002" (CII Act).

The contractor shall not request, obtain, maintain, or use Protected CII (PCII) without a prior written certification from the Protected CII Program Manager or a Protected CII Officer that conforms to the requirements of Section 29.8 (c) of the regulations of the Rule.

The contractor shall comply with all requirements of the (PCII) Program set out in the CII Act in the implementing regulations published in the Rule and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard Protected CII in accordance with the procedures contained therein.

The contractor shall ensure that each of its employees, consultants, and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager. The contractor shall ensure that each of its employees, consultants and subcontractors has executed a NDA and agrees that none of its employees, consultants, or sub-contractors will be given access to Protected CII without having previously executed a NDA.

10.4. Provide Organization Conflict of Interest Compliance. The contractor shall ensure that no conflict of interest exists during the performance of this effort. FAR Subpart 9.5 Organizational Conflicts of Interest applies in its entirety. As such, the contractor shall refer to FAR Subpart 9.5 for information regarding responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest. An “organizational conflict of interest” exists when the nature of work to be performed under a proposed Government contract may, without some restriction on future activities, (a) result in an unfair competitive advantage to the contractor, or (b) impair the contractor’s objectivity in performing the contract work. FEMA considers the work involving fixed nuclear generating facilities and their affiliated corporate entities to be a most sensitive matter, requiring the utmost in care to avoid either the possibility of bias or the appearance of bias. The Government intends to avoid any conflict or potential conflict which could be construed as affecting the contractor’s ability to render impartial, technically sound, and objective assistance or advice. The conflict of interest restraints are set forth in the contract under Homeland Security Acquisition Regulation (HSAR) 3052.209-72, Organizational Conflict of Interest.

Contractor duties include, but are not limited to, full compliance with HSAR 3052-209-72 and the development and implementation of a systematic, comprehensive plan to ensure that no actual or potential conflicts of interest exist. The contractor shall submit a copy of this plan within 30 days of contract award to the COR for review and acceptance.

10.5. Security Review. The Government may elect to conduct periodic reviews to ensure that security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, including the organization of the DHS Office of Inspector General, authorized COR and other government oversight organizations, access to the Contractor’s facilities, operations, documentation, databases, and personnel used in the performance of this contract.

Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS data and documents.