

Contract Instructor Statement of Work October 2021

BACKGROUND

The Stafford Act of 1974, Public Law (PL) 100-707 and PL 93-288, give FEMA the responsibility for coordinating government-wide relief efforts and disaster operations and response. As part of FEMA, the Emergency Management Institute (EMI) is the national focal point for emergency management training. EMI provides training to strengthen core competencies and support emergency managers, first responders, elected officials, and other emergency management officials in the performance of their duties through resident, non-resident, and virtual course deliveries. EMI is located at the National Emergency Training Center (NETC) in Emmitsburg, Maryland.

OBJECTIVE

The objective of this contract is to obtain the services of a qualified contract instructor who will deliver EMI courses following the Plan of Instruction, Instructor Guide, Student Manual, and related training activities (e.g., practical exercises, focus groups) in a manner which reflects the highest standards of the adult education profession. Prior to, during, and after delivery of the course, the contract instructor represents EMI and should therefore present themselves accordingly. To ensure the highest quality of instruction, EMI evaluates the performance of the instructor in accordance with this Statement of Work, course curriculum materials, and evaluation instruments used in each training program.

APPLICABLE DOCUMENTS

The contractor (hereafter called “Instructor”) shall perform classroom instruction, focus group participation, subject matter expertise, and administration in accordance with the instructions and guidance provided in the following documents, as appropriate, for the program under which this contract is awarded. The instructor is responsible for being knowledgeable of and adhering to the following documents:

- EMI Plans of Instruction (POIs), Instructor Guides (IGs), and Student Manuals (SMs)
- Appropriate EMI Evaluation instruments (i.e., assessment, tests, evaluation forms, etc.)
- All related DHS and FEMA policies and instructions
- Conduct on the NETC Campus (NETC Standard Operating Procedure 119-22)
- NETC Human Dignity Statement
- NETC Vehicle Registration and Parking Policy (NETC Standard Operating Procedure 119- 4)
- NETC Student Dress Code (NETC SOP 119-22, VII. Section F)
- NETC Occupancy Emergency Plan (OEP)
- EMI Contract Instructor Guidelines
- FEMA Educational and Training Participant Standards of Conduct (FEMA Policy 123-0-2)
- Maintaining Instructor Eligibility Requirements

All of these documents are available on our [Contract Instructor website](http://training.fema.gov/instructors/) (<http://training.fema.gov/instructors/>) under How to Become an EMI Contract Instructor - Administrative Requirements.

DEFINITIONS

For the purposes of the Statement of Work, the following definitions will be used:

Resident Course: Refers to all EMI courses delivered on the NETC campus including 5-day and less than 5-day courses as well as focus groups and seminars.

Non-Resident Course: Refers to all EMI resident courses delivered at a location other than the NETC campus including 5-day and less than 5-day courses and where an EMI completion certificate is granted, for example an “L” or “B” course. This definition may also apply to State-delivered “G” courses and blended courses.

Virtual Course: Virtual instructor-led delivery of courses using various technologies for delivery at a distance, for example an “K” course. This modality eliminates the need for the student to attend a resident classroom setting and incorporates online training and web conferencing.

Training Specialist/Course Manager: Refers to the individual responsible for courses within a specific curriculum area such as Community Emergency Response Teams, Floodplain Management, Incident Command System, Integrated Emergency Management courses, Master Exercise Practitioner Program, etc.

Program Manager: Refers to the individual responsible for a specific program area where EMI courses supplement program delivery or support the program mission.

Training Technician: Refers to the individual(s) responsible for purchasing for EMI (Micropurchase staff).

SCOPE OF WORK
(All Courses: Resident, Non-Resident, or Virtual)

Under this contract, the instructor shall deliver EMI courses or participate in a Focus Group as described in the tasks below. This scope of work applies to any course delivery taught on- or off-campus. Program-specific requirements follow this scope of work.

Courses may be delivered on the NETC campus in Emmitsburg, Maryland, at selected sites throughout the United States, or virtually, through the use of technology. All required instructional materials, classroom keys, and audiovisual and laboratory equipment will be furnished by the Government or host facility and made available by the start of the course delivery for Resident, Non-Resident, or virtual courses. The appropriate conferencing software platform and all instructional materials will be provided by the Government for virtual courses.

The instructor shall:

1. Meet and/or electronically communicate with the Training Specialist/Course Manager and/or Program Manager (whichever is applicable) prior to and upon completion of courses to discuss arrival/start times and any other essential course administrative information which may include pre-course meetings, after-hour discussion of course activity, or post-course evaluations.
2. Resident and Non-Resident courses: Ensure that all audiovisual equipment and laboratory equipment (when applicable) is in proper working condition and instructional materials/aids, e.g., student handouts, etc., are available before class begins.
3. Virtual courses: Ensure availability of **high-speed, reliable internet connectivity**, computer, peripheral equipment, and software applications required to deliver the course are in proper working condition and instructional materials/aids, e.g., student handouts, etc., are available in the virtual classroom before class begins. Please note: the computer and high-speed internet are contractor-furnished and required for virtual courses.
4. Prepare for and deliver the course materials as prescribed in the POI and Instructor Guide, including content, sequence, timing, audiovisual presentation, and instructional methodology.
5. Administer, correct, and review polls, discussion questions, quizzes, tests, final exams, rubrics, assignments, and papers as required for the program and maintain security over all teaching materials, e.g., tests, answer keys, answer sheets, and student grades. Use only approved online tests and other course resources as required for the delivery of the course. These materials shall not be improperly reproduced or distributed and must be provided to the Training Specialist/Course Manager.
6. Remediate students that fail to pass the course in required content areas based upon review of test or performance assessment results. Proctor a retest or additional performance assessment after remediation to ensure students have mastered the learning objectives of the course.

7. Report student discipline problems to the Training Specialist/Course Manager for virtual and resident courses, and/or local site representative for non-resident deliveries as soon as possible.
8. Report the names of students who fail to meet the minimum passing criteria for the course to the Training Specialist/Course Manager for virtual and resident courses, and/or local site representative for non-resident deliveries as soon as possible.
9. Brief students on the EMI end-of-course evaluation and follow-up long-term evaluation processes and facilitate completion of that process where applicable.
10. Present student certificates in accordance with established program procedures.
11. Return all reusable course materials for which the instructor has responsibility, and report equipment damage, loss, or inoperability to the Training Specialist/Course Manager and/or local site representative for field courses.
12. Remove excess papers, used easel pad chart paper, and tape on walls or boards and ensure classrooms are left in a neat and orderly condition.
13. Meet or discuss (via telephone or web conference) with the Training Specialist/Course Manager after the delivery and provide specific recommendations concerning the course, materials, equipment, facilities, etc., as appropriate.
14. Ensure that all equipment is used properly and is not removed from classrooms or laboratories.
15. Evaluate and treat students fairly and equitably at all times.
16. Provide a classroom environment and atmosphere, one that does not permit hostile environment incidents while conducting any class for the EMI.
17. Appropriately and constructively address any comment made by a student that could be construed as offensive.
18. Remain alert for drifts in classroom atmosphere that could lead to inappropriate comments.
19. Be familiar and in compliance with the DHS/FEMA policies and instructions that deal with: equal opportunity in Federal education and training programs; civil rights; equal opportunity and affirmative employment; accessible electronic and information technology; equal opportunity for persons with disabilities; sexual harassment, and harassment and retaliation; internet security; and physical security.
20. Be familiar with and abide by the NETC Human Dignity Statement.
21. Brief students on the Academic Code of Conduct and Ethics policy (Conduct on the NETC Campus NETC SOP 119-22).

22. Provide student assessment instruments within 7 days of completion of the class to the appropriate Training Specialist/Course Manager and/or Program Manager (whichever is applicable).
23. Provide Public Voucher for Purchase and Services form (SF-1034) and the first and second pages of the contract to FEMA-EMI-InstructorInvoices@fema.dhs.gov within 7 days of completion of the class.

INSTRUCTORS' RESPONSIBILITY

All Instructors shall:

1. Be responsible for assigned classroom activities during the course. The instructors shall, in coordination with the Training Specialist/Course Manager, contact each other to discuss and mutually agree upon which modules each instructor shall teach. The teaching responsibilities shall be as evenly distributed as possible; however, each instructor may be required to teach all of the modules should it become necessary.
2. Evaluate and give students performance feedback in accordance with course standards as outlined in the POI, exam key, and performance grading rubrics. Correct student papers and projects, as appropriate.
3. Be responsible for the remediation of any student exam failures and, in some circumstances, this shall require completion of remediation after the scheduled course duration.
4. When not actually performing classroom instruction, support the contracted course delivery to prepare and complete course-related educational developmental tasks. All instructors shall be available in the classroom during the entire teaching day, except during scheduled meal periods. Exceptions to this policy must be approved by the Training Specialist/Course Manager or Program Manager (whichever is applicable).
5. Be present the entire period of performance stated on the contract instructor's purchase order. Failure to fulfill this requirement in its entirety (including graduation) will result in a deduction (equitable adjustment) to the purchase order. Instructors may, in writing, propose an amount to be deducted from his/her purchase order to the EMI Training Specialist/Course Manager. EMI has the right to accept or modify the proposal for remuneration.
6. Dress in a professional manner and present themselves as professionals and in accordance with the EMI student dress code.

Expected Work Activity of Instructors Resident, Non-Resident, or Virtual When Not Actually Teaching

NON “ON-THE-PLATFORM” TEACHING RESPONSIBILITIES:

1. Research current issues and prepare items to augment and supplement existing materials with recent lessons learned or late-breaking events.
2. Accomplish on-going review of course content and recommend improvements in editorial, format, pagination, and content tracking of educational materials and supporting visuals.
3. Undertake, when necessary and in coordination with the Training Specialist/ Course Manager, interaction with related FEMA/EMI program office activities.
4. Plan and be fully prepared for upcoming instruction requirements and presentation of new materials in future units of instruction for the course being delivered.
5. Prepare for “next-up” presentation(s).
6. Coordinate other class support activity (i.e., Learning Resource Center (LRC) visits, etc.).
7. Grade course-specific papers and projects, where applicable.
8. Coordinate and plan for required post-course evaluation of student projects (i.e., review of 6-month submissions in selected courses) in accordance with established course project grading standards and guidance, where appropriate.
9. Undertake assigned changes in computer support such as transferring selected materials to software graphics through Training Specialist/Course Manager and EMI classroom contractor support, where appropriate.
10. Maintain all course teaching materials in consultation with staff to ensure proper labeling of support items, storage order, and security of materials following use, etc., where appropriate.
11. Accomplish routine maintenance specific to course delivery presented in labs (i.e., Hazus, and other computer-related programs and software plus reference materials, books, handouts, charts, etc.), where applicable and as approved by the Training Specialist/Course Manager.
12. Provide individual tutoring and counseling, both during and sometimes after the normal class day, for students having difficulties with class materials, where appropriate.
13. Provide customer service and technical assistance support to students, both in and outside of the classroom.
14. Assist individual and groups of students with class projects.

15. In coordination with the Training Specialist/Course Manager, serve as EMI's "first point of contact" ascertaining and recommending action on special student needs such as course absence, minor injury, illness, or an unexpected need to depart early for a back-home emergency, etc.
16. Assist other instructor(s) with such things as group activities, usually occurring on an hourly basis.
17. While under contract and on a limited basis, serve as a guest lecturer in other classes, as needed.
18. Assist in the development of other instructor(s) and team-teach to mentor new instructors.
19. Participate in appropriate and related miscellaneous activities on campus (i.e., Focus Group sessions, sharing of subject matter expertise with campus staff and contractors, etc.).
20. On occasion, operate without support of any kind during periods when the facility is in a weather emergency shut-down phase or delayed-opening status but while classes remain in session.
21. In the rare event of a classroom or building emergency, in the absence of the Training Specialist/Course Manager, instructors should take a student roster with them and assist in the safe evacuation of and accounting for students.

RESIDENT COURSE DELIVERY

Instructors delivering EMI courses on-campus shall:

1. Prepare for their classroom activities prior to class start-up with the Training Specialist/Course Manager and other instructors.
2. Obtain any necessary course materials from the Training Specialist/Course Manager as well as supply any materials that are the responsibility of the instructor to the Training Specialist/Course Manager in a timely manner.
3. On the first morning of class, be fully prepared to instruct the full complement of course materials, as discussed with the Training Specialist/Course Manager.
4. Arrive and depart from the classroom activities in a timely manner as discussed with the Course Manager.
5. Do not connect or allow students to connect personal computer equipment to government computer equipment at any time, including laptops, thumb-drives, USB peripherals, etc. Instructors should contact the Training Specialist/Course Manager and classroom support contractor for guidance and assistance with these issues, where necessary.
6. Enforce classroom ground rules, as necessary.

7. Report any participant disciplinary or intervention issues (e.g., medical attention, absence from a presentation or segment of the class) to the Training Specialist/Course Manager.
8. Report classroom property and equipment issues to Training Specialist/Course Manager promptly.
9. Maintain a current knowledge of and abide by NETC Emergency Plans including those for medical and fire incidents.
10. Park only in designated areas assigned to contract instructors.

ON-CAMPUS "PROGRAM"-SPECIFIC REQUIREMENTS

The Scope of Work for this contract includes up to 8 hours of in-classroom preparation time to be completed prior to the start date of the class for E, L, and K deliveries. Preparation efforts may include but are not limited to small course content IG and SM revisions, changes to presentation materials, adjustments in student handouts and/or activities based on recently available publications, and minor revision to class-specific workbooks resulting from software changes/additions available at the time of the class offering. All changes are to be coordinated with the Training Specialist/Course Manager.

At the discretion of the Training Specialist/Course Manager, the inclusion of this addendum to the Emergency Management Institute (EMI) Contract Instructor Scope of Work increases the government-provided lodging requirement by one additional night only as needed and with prior approval of the Training Specialist/Course Manager and the Management Operations Student Support (MOSS) unit at the NETC. This additional night's lodging is in the best interest of the government and supports PL 93-288 and the mission of the EMI in the delivery of emergency management, emerging issues, specialized application of technology, and Leadership training.

GOVERNMENT-FURNISHED MATERIALS

The following materials will be provided by the Government:

- Instructor Guide materials;
- Electronic access and/or hard copy of all applicable DHS/FEMA/USFA/NFA policies, instructions, directives; and
- Course grading rubrics and/or written instructions and procedures for grading and recording of student assessments.

DELIVERABLES

Upon period of performance, contract instructor shall provide:

- Completed grade sheet for the course with student names, comments, and grades to the Training Specialist/Course Manager within 7 days of completion of the course.
- Oral and/or written recommendations concerning the course, materials, equipment, facilities, etc.

3052.209 - 72 - Disclosure of Conflicts of Interest.

As prescribed in (HSAR) 48 CFR 3009.507, insert the following provision: Disclosure of Conflicts of Interest (DED 2003) The Department of Homeland Security (DHS) will award contracts only to those offerors whose objectivity is not impaired by conflicting interests. Based on this policy (a) The offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors for more than 20% of the work and key personnel of the offeror and any subcontractor accounting for more than 20% of the contract. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel, for purposes of this clause, shall include any person owning more than 20% interest in the company, and the company's corporate officers, its senior managers and any employees responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DHS, will be used to determine whether an award to the offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If, after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

Important Policy Information

Cancellation Policy: A contract instructor shall not be penalized for the cancellation of a course delivery as a result of an emergency situation beyond their control (i.e., severe illness and/or death of an immediate family member, acts of God or the public enemy, fires, floods, unusually severe weather, strikes, and acts of the Government). A contract instructor may be penalized for the cancellation of more than 1 course delivery within any 12-month period as a result of a nonemergency situation if a purchase order has been issued. The resulting penalty is as follows: For the applicable course, the instructor will be deemed ineligible to teach for a period not to exceed 12 months beginning on the date of the second nonemergency cancellation.

If a course is cancelled by EMI and the instructor has a nonrefundable airline ticket, to receive a full refund, the instructor **must** submit a copy of the ticket to the Micropurchase POC. A modification to the original purchase order will be processed. You may voucher separately. If an instructor can change the date of his/her ticket and is charged a “change fee,” the instructor must submit a copy of the receipt to the Micropurchase POC for the amount of the change fee. A modification to the original purchase order will be processed. You may voucher separately. If requesting reimbursement for nonrefundable airline tickets or change fee, the instructor **must** submit the required information **within 30 days** of the course start date.

In most cases, awards for on-campus courses will take precedence over any other award. However, the EMI reserves the right to award courses in a manner that is in the best interest of the Government.

EMI reserves the right to make changes to the course delivery schedules and the competitive bid requirements. As a result, courses you previously bid on may no longer be offered for delivery and/or available for competitive bid.

Purchasing Airline Tickets: Instructors are not authorized to purchase airline tickets until they receive an approved purchase order (typically 30–45 days in advance of the course start date). The exception being unusual or mitigating circumstances that require verbal authorization from the micropurchasing/simplified acquisition staff.

In the event an instructor purchases a ticket without an approved purchase order or verbal authorization from the micropurchasing/simplified acquisition staff, the instructor will be held liable for the full cost of the airline ticket.

Important NETC Policy Information

You are required to follow all NETC Campus policies/guidelines at time of instruction, which include but are not limited to health and wellness, safety and security, and emergencies.

Policy changes have occurred at the National Emergency Training Center that require your immediate attention. Please read the following carefully and completely because you are responsible for the information it contains.

FIREARMS: Prohibited on Campus. Due to heightened security requirements, please understand security and law enforcement personnel may search you, your vehicle, or your luggage. Maryland law is very narrow in its definition of law enforcement officers who may carry firearms. For your own protection and to expedite your processing into NETC, **do not bring weapons of any kind to campus.** Weapons includes knives with blades longer than 3 inches, machetes, bow and arrows, ammunition, rifles, shotguns, pistols, etc. Sworn/Commissioned and State Peace Officer Standards, and Training-Certified Officers, Federal Officers, or local officers with concurrent jurisdiction who require a firearm for the performance of required official duties must declare at the point of entrance to the campus and store the firearm with security for the duration of the stay.

ALCOHOLIC BEVERAGES: Alcohol is not allowed on-site and will be confiscated. Consumption of alcoholic beverages is limited to the Command Post Pub (On-Campus Licensed Bar) and the Log Cabin (consumption supervised by on-campus bar personnel) at NETC.

PHOTO IDENTIFICATION: *All personnel arriving at NETC must present photo identification.*

You shall be required to carry photo identification with you at all times. Entry to the campus will be denied without this form of identification.

If you have any questions or concerns, please contact the Security Specialist as noted, or the Admissions Office at (301) 447-1035.

NETC Human Dignity Statement

The uniqueness of all individuals at the National Emergency Training Center (NETC) is recognized in their individual diversity, which can be a resource that enriches the working and learning environment through the sharing of differing perspectives. Equal opportunity is provided to all employees, students, contractors, and visitors. This is supported by:

- Ensuring equal opportunity to all employees, students, contractors, and visitors.
- Prohibiting all discrimination and harassment.
- Supporting affirmative employment policies and practices.
- Encouraging employees, students, contractors, and visitors to communicate and behave in a manner that is sensitive to and acknowledges the viewpoints of others.

- Regarding diversity as a resource that enriches the working and learning environment through the sharing of differing perspectives, experiences, and ideas.
- Removing barriers to teamwork through collaboration, problem-solving, and the constructive resolution of conflicts.
- Continuing to identify and eliminate barriers.

Employees, students, contractors, and visitors are expected to treat each other with respect at all times. Inappropriate behavior will not be tolerated and will result in appropriate administrative or disciplinary action including removal and debarment from the facility.

INSTRUCTOR GUIDELINES

This list is not all inclusive. See your Course Manager to discuss any other course-specific criteria they may have for your particular course.

- Read through and be familiar with the material and instructions in the Plan of Instruction, Instructor Guide, Student Manual, and handouts for the course and be fully prepared to teach required sections.
- Be fully prepared to work with the exercises, exams, and activities that support the course and be ready to deliver these as needed.
- Be on time and prepared to instruct.
- Return from breaks on time.
- Be in the classroom during course delivery even if you are not instructing as discussions may occur that require your input.
- Keep sidebar conversations to a minimum. Step outside the classroom if it is necessary to speak to another person.
- Keep comments applicable to the audience, i.e., national in scope.
- Apply adult learning methodologies in helping each individual achieve the learning objectives.
- Stay on time as allocated on the Course Agenda.
- Allow time for questions and answers either during or after presentations.
- Change your podium sign at the end of your presentation as a courtesy to the instructor who follows.
- Refrain from standing behind the podium as much as possible.
- Talk to the participants and not the slides.
- Notify the Course Manager immediately of any missing materials for your presentation.
- In a pre-course discussion, decide how to handle each other's comments while the other is instructing, break times, who is the lead on what topics, who is helping with exercises, and other important course delivery issues.
- Notify the Course Manager of any issues with participants.
- Assist other instructors with activities such as capturing information on charts.
- Do not use offensive remarks, jokes, videos, or pictures.
- Use the microphone.
- Speak in an interesting, animated tone of voice, avoiding monotone presentations.
- Do not add any material to the course without the permission of the Course Manager.

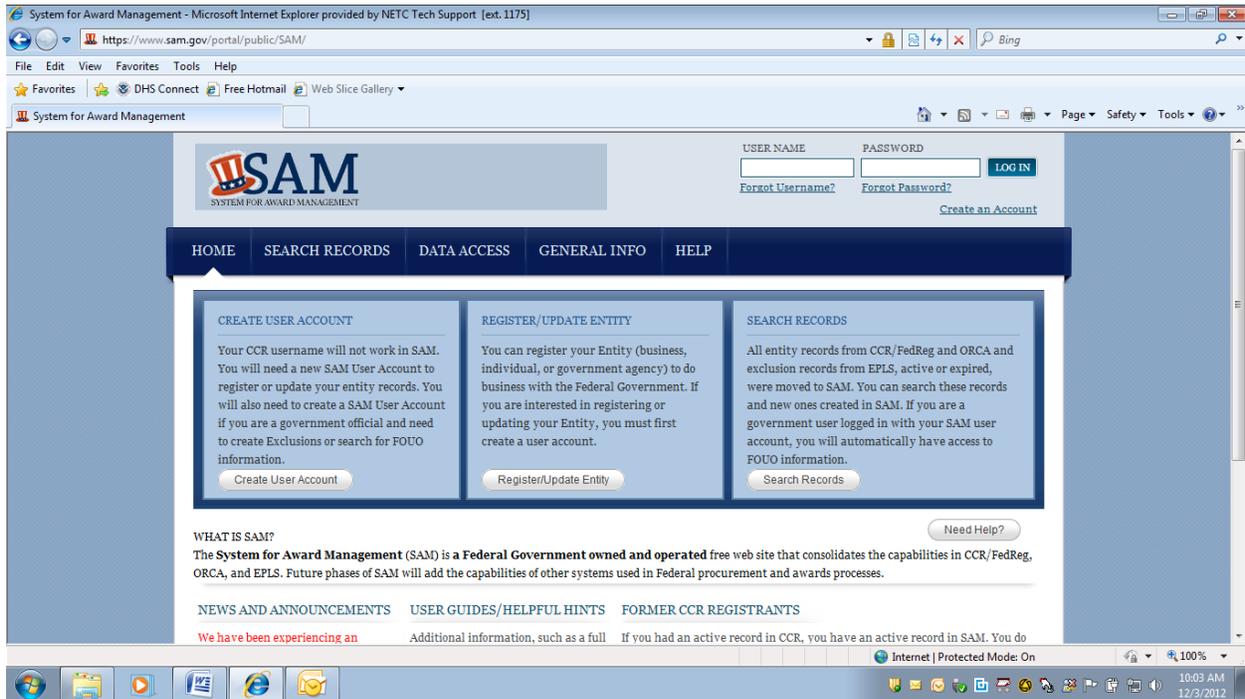
Administrative Requirements for Instructors

Registration in System for Award Management (SAM)

It is your responsibility as a contract instructor to maintain and keep your SAM registration current. This includes your address (physical as well as e-mail) and banking/direct deposit information. If your address changes, please notify us in writing, and change the information in [Dun and Bradstreet \(D&B\)](http://www.dnb.com) (www.dnb.com) and [SAM](http://www.sam.gov) (www.sam.gov).

If you make changes to your banking information, e.g., direct deposit information, you will need to make the change directly within your SAM record; and you will also need to provide this information to the FEMA Finance Center in Winchester, Virginia, at (540) 504-1899, to avoid any delay in payment. In addition, we strongly advise that you annotate your invoice (if submitting an electronic invoice, use the Additional Details Block) with a note to indicate your banking information has changed. For example, if you have relocated to another state and as a result changed banks, you will need to make notification so that payment can be made to the correct account.

NOTE: The Emergency Management Institute has the right to refuse your bid and go to the next bidder to issue an award if your registration in SAM is not current.



Background Suitability Process/National Crime Information Center (NCIC)

Background Suitability Process/National Crime Information Center (NCIC) check: Effective October 10, 2019, by direction of FEMA Personal Security Division (PSD), Office of the Chief Security Officer (OCSO) we are only required to process a National Crime Information Center (NCIC) check for Emergency Management Institute (EMI) Instructors to be conducted every 6 months. Training, Administration, Planning and Analysis (TAPA) Section staff will contact EMI Instructors to obtain the Personally Identifiable Information (PII).

The following Personally Identifiable Information (PII) will be required every 6 months after the initial NCIC computer check:

- Full name
- Date of birth
- Place of birth
- Social Security number

Note: *Repeat fingerprinting is no longer required.*