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| **SUBJECT\*** | 593-23-3-701-0061 | Management Developmental Coaching | Base + 1 Year Option |

**GENERAL INFORMATION**

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| **CONTRACTING OFFICE’S ZIP CODE\*** | 89086 |
| **SOLICITATION NUMBER\*** | 36C26123Q1035 |
| **RESPONSE DATE/TIME/ZONE** | 08-01-2023 10AM PACIFIC TIME, LOS ANGELES, USA |
| **ARCHIVE** | 7 DAYS AFTER THE RESPONSE DATE |
| **RECOVERY ACT FUNDS** | N |
| **PRODUCT SERVICE CODE\*** | R799 |
| **NAICS CODE\*** | 611430 |
| **CONTRACTING OFFICE ADDRESS** | Department of Veterans Affairs  Network Contracting Office 21  VA Southern Nevada Healthcare System  6900 N. Pecos Road, Building 6  North Las Vegas NV 89086 |
| **POINT OF CONTACT\*** | Contracting Officer  James Postell  james.postell@va.gov |

**ADDITIONAL INFORMATION**

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| --- | --- |
| **AGENCY’S URL** |  |
| **URL DESCRIPTION** |  |
| **AGENCY CONTACT’S EMAIL ADDRESS** |  |
| **EMAIL DESCRIPTION** |  |

**DESCRIPTION**

**Notice of Intent**. The Department of Veterans Affairs, Network Contracting Office (NCO)21 intends to issue a sole source contract award to **Heads-Up Performance, Inc.**, for Commitment Management Developmental Coaching and Training services. On behalf of VA Southern Nevada Healthcare System. The contract will be awarded in accordance with FAR 8.405-6(a)(1)(B).

This is not a Request for Quote. This is a written notice to inform the public of the Government's intent to award the required services on a sole source basis.

This notice is being provided per FAR 5.101(a)(1), 5.201(b)(1)(i), and 5.207(c)(14). Information received will typically be considered exclusively to determine whether to conduct a competitive procurement. The VA will not be responsible for any costs incurred by interested parties responding to this notice. Only written responses will be considered. As a result of analyzing responses to this notice, the Government shall determine whether a solicitation will be issued. Any prospective contractor must be registered in the System for Award Management (SAM) in order to be eligible for an award.

Interested parties that believe they could satisfy the requirements listed above for VA may clearly and unambiguously identify their capability to do so in writing on or before the response date for this notice. This notice of intent is not a solicitation. Information submitted in response to this notice will be used solely to determine whether competitive procedures could be used for this acquisition.

Any questions regarding this notice must be submitted in writing via email to [James.Postell@va.gov](mailto:James.Postell@va.gov) . All responses to this notice of intent must be submitted so that they are received at James.Postell@va.gov no later than August 01, 2023, at 10:00 AM PST.

**Performance Work Statement**

**Commitment Management Developmental Coaching and Training**

VA Southern Nevada Healthcare System

6900 N. Pecos Rd.

North Las Vegas, NV 89086

1. **GENERAL REQUIREMENTS**
2. **Title** - Commitment Management Developmental Coaching and Training
3. **Introduction/Background**

The VA Southern Nevada Healthcare System (VASNHS), located at 6900 North Pecos Road, North Las Vegas, Nevada 89086 has a requirement for Commitment Management Developmental Coaching and Training services. Commitment Management is a concept utilized by organizations to increase communication, improve accountability, and produce desired outcomes. Additionally, it is designed to build and increase trust among management to advance satisfaction at the workplace and make the VASNHS one of the best places to work. VASNHS is comprised of one (1) VA medical Center and seven VA clinics across North Las Vegas, Las Vegas, Laughlin, and Pahrump.

1. **Scope of Work**

The VASNHS has a requirement for a Master Certified Coach for Commitment Management Developmental Coaching and Training Services. The contractor will have experience coaching Senior Executive Staff (SES) leaders and their leadership teams. The contractor shall provide coaching and training to the executive leaders and service chiefs to increase their leadership skills and discover untapped potential. The Master Certified Coach will be able to certify staff in each facility involved in developing leaders. The coaching and training shall include 3C Culture Change Leader System (Composure, Coaching, and Commitment Management tools, frameworks, and practices), FLOW Leadership Developmental Training program that encompasses three (3) to six (6) 3C Leadership Development Training events and Coaching Certification events.

The VASNHS service lines are listed below for inclusion in work to be performed by the contractor:

* Office of the Deputy Medical Center Director
* Office of the Associate Medical Center Director
* Office of the Assistant Medical Center Director
* Office of the Chief of Staff
* Office of the Associate Director for Patient Care Services
* Office of Quality Safety Value
* Office of Communications and Customer Experience

The coaching and training will be performed by a qualified contractor based on previous performance, qualifications, professional references, and published outcomes.

**D. Place of Performance**

For the base year, approximately 200 hours of virtual training and coaching sessions and approximately 12 days on-site in the VASNHS Medical Center will be provided.

1. **Period of Performance**

This will include a base year plus one option year contract.

1. **Government Furnished Property**

Government furnished property will not be provided to the contractor. All equipment required by the contractor will be provided at their expense. The Contractor may utilize the VASNHS conference/education training rooms. Contractor will work with Kristin Jones, Instructor Trainer in the Education Service at VASNHS. Ms. Jones can be reached at kristin.jones@va.gov.

1. **Specific Requirements/Tasks and Associated Deliverables**
2. The contractor shall:

* Appoint/designate a point of contact and an alternate point of contact to coordinate and communicate contract activities. They shall communicate and coordinate with the facility point of contact, Contracting Officer Representative (COR) and/or designated alternate.
* Apply current knowledge and commitment management practices,
* Provide a safe, yet challenging learning environment to promote performance, accountability, and trust.
* Engage in direct, personal discussions as agreed upon,
* Ensure a holistic, integral, high reliability approach to cascade commitment management throughout the organization,
* Seek feedback regarding desired outcomes against established objectives,
* Execute all start-up, support activities,
* Execute and initiate activities at the VASNHS site no more than 60 business days following award of contract.
* Training /training materials

1. **Coaching and Training Requirements**:

The contractor will perform services during mutually agreed upon times; approximately 3 multi-day sessions over a 1-year period. Weekly sessions with service lines requiring more composure and commitment management coaching will be needed. The contractor will be expected to use industry leading techniques to reach desired outcomes. The contractor will enable participants to understand the 3C Culture Change Leadership System and FLOW skillsets; conduct self-assessments; learn techniques to move from an inward, self-serving mentality to an outward, collective benefiting mentality; work in a way that is more collaborative and effective; plan approaches to achieving individual, team and organizational objectives; learn strategies to eliminate and invite cross-functional collaboration.

1. **Qualifications of Key Personnel**

Key contracting personnel involved in execution of the service will be required to demonstrate appropriate knowledge, experience, and expertise to cascade composure practices and commitment management. The principles of creating a culture of accountability using coaching, composure, and commitment management workshops, and video/web training.

Contractor will have the following education and experience:

* Master Certified Coach (MCC) credentials eligibility under the International Coach Federation (ICF). The Master Certified Coach will be able to certify staff in each facility who will be involved in developing leaders. An ICF Credential is a professional certification indicating that you have met specific standards and requirements designed to develop and refine your coaching skills. It is an indication that you are dedicated to upholding strong principles of ethical behavior in coaching. An ICF Credential shows your clients and peers that you are committed to the coaching industry and to developing yourself as a coaching professional.
* Recommend the Master Trainer will have coaching and mentoring experience with Executive leadership, service chief and high potential leaders.
* Holds or previously held, Certification in Professional Co-Active Coach (CPCC) by The Coaches Training Institute.
* Over 200 hours of coach-specific education
* Over 2,500 hours of coaching experience with executive, service chiefs, top level leaders and teams
* Over 10 hours of work with a qualified Mentor Coach – with successful completion (passing score) of a performance evaluation and successful completion (passing score) of the ICF Credentialing Exam
* Experienced certifying staff in coaching under the International Coach Federation (ICF), standards leading to success in cascading commitment management.
* Key personnel will also be required to participate and pass a government security review.

1. **Payment Request/Invoice Submission**

Contractor shall invoice on a monthly basis. Contractor shall be required to identify the total costs on the monthly invoices. All invoices shall be itemized and detailed.

Invoices shall be submitted to the Department of Veterans Affairs Financial Services Center located in Austin, TX. A copy shall be provided to the Contracting Officer’s Technical Representative.

1. **Contract Performance Monitoring**

The Contracting Officer’s Representative (COR) shall be the VA official responsible for monitoring contract compliance.

1. **Personnel Policy**

The Contractor shall be responsible for protecting the personnel furnishing services under the contract. To carry out the responsibility, the contractor shall provide the following for these personnel: worker’s compensation, professional liability insurance, health examinations income tax withholding, social security payments, and National Standards of Employee Health and Infection Control.

The parties agree that such personnel shall not be considered VA employees for any purpose and shall be considered employees of the contractor.

1. **Patient Rights**

Patient privacy and confidentiality shall be maintained at all times. Computer access will not be required by the vendor for this contract, but the security of information must be maintained at all times.

1. **Privacy and Confidentiality**

Contractors to the Department of Veterans Affairs may be unintentionally exposed to sensitive information. Information may be overheard, seen on documents or electronic devices, or observed that could potentially violate the privacy and confidentiality of our veterans, employees, volunteers, and their families. Regulations such as, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Freedom of Information Act (FOIA) and Privacy Act of 1974 have been enacted to protect sensitive information from being improperly disclosed. Information should not be divulged or released to anyone unless specifically authorized by this contract or its’ attached documents in accordance with contracted services. Failure to comply with applicable statues and regulations can result in termination of this contract and civil and criminal penalties, including fines and imprisonment. All suspected or actual breeches

1. **Security Requirements:**

A.    Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B. A prohibition on unauthorized disclosure: "Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA." See VA Handbook 6500.6, Appendix C, paragraph 3.a.

C. A requirement for data breach notification: Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. The term 'security incident' means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. See VA Handbook 6500.6, Appendix C, paragraph 6.a.

D. A requirement to pay liquidated damages in the event of a data breach: "In the event of a data breach or privacy incident involving any SPI the contractor processes or maintains under this contract, the contractor shall be liable to VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals." See VA Handbook 6500.6, Appendix C, paragraph 7.a., 7.d.

E.   A requirement for annual security/privacy awareness training: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall complete on an annual basis either: (i) the VA security/privacy awareness training (contains VA's security/privacy requirements) within 1 week of the initiation of the contract, or (ii) security awareness training provided or arranged by the contractor that conforms to VA's security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the contractor provides their own training that conforms to VA's requirements, they will provide the COR or CO, a yearly report (due annually on the date of the contract initiation) stating that all applicable employees involved in VA's contract have received their annual security/privacy training that meets VA's requirements and the total number of employees trained. See VA Handbook 6500.6, Appendix C, paragraph 9.

F.    A requirement to sign VA's Rules of Behavior: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall sign on an annual basis an acknowledgment that they have read, understand, and agree to abide by VA's Contractor Rules of Behavior which is attached to this contract." See VA Handbook 6500.6, Appendix C, paragraph 9, Appendix D. Note: If a medical device vendor anticipates that the services under the contract will be performed by 10 or more individuals, the Contractor Rules of Behavior may be signed by the vendor's designated representative. The contract must reflect by signing the Rules of Behavior on behalf of the vendor that the designated representative agrees to ensure that all such individuals review and understand the Contractor Rules of Behavior when accessing VA's information and information systems.

G.   Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes." See VA Handbook 6500.6, Appendix C, paragraph 5.h., for the specific options.

1. **RECORDS MANAGEMENT LANGUAGE:**

Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. Chapters. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, the contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

The VA Southern Nevada Healthcare System (VASNHS) and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VASNHS or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701.

In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the contractor must report to VASNHS. The agency must report promptly to NARA in accordance with 36 CFR 1230.

The contractor shall immediately notify the appropriate Contracting Officer (CO) upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract documents. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government’s behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to VASNHS control, or the contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the contract documents. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

The contractor is required to obtain the CO's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The contractor (and any sub-contractor) is required to abide by Government and VASNHS guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

The contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VASNHS policy.

The contractor shall not create or maintain any records containing any non-public VASNHS information that are not specifically tied to or authorized by the contract.

The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the FOIA.

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

Training.  All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training. The contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Flowdown of requirements to Subcontractors:

The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract document, and require written subcontractor acknowledgment of same.

Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.