

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. PAGE 1 OF
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2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER VA741-14-Q-0212 6. SOLICITATION ISSUE DATE 07-23-2014

7. FOR SOLICITATION INFORMATION CALL: a. NAME PEDRO ARRITOLA b. TELEPHONE NO. (No Collect Calls) 3033987157 8. OFFER DUE DATE/LOCAL TIME 08-04-2014 17:00

9. ISSUED BY CODE Department of Veterans Affairs Health Administration Center 3773 Cherry Creek Drive North, Suite 450 Denver CO 80209 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611 HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: 14 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE Department of Veterans Affairs Health Administration Center 3773 Cherry Creek Drive North, Suite 450 Denver CO 80209 16. ADMINISTERED BY CODE Department of Veterans Affairs Health Administration Center 3773 Cherry Creek Drive North, Suite 450 Denver CO 80209

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE Electronic Payment Requests Submit Invoice at: http://www.fsc.va.gov/einvoice.asp PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See CONTINUATION Page Requirement to update Integrated Ethics and training materials to enhance the Integrated Ethics initiative and enable the National Center for Ethics in Health Care to support VHA facilities. -See PWS and Price/Cost schedule on continuing pages for complete description. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00741

Department of Veterans Affairs

Health Administration Center

3773 Cherry Creek Drive North, Suite 450

Denver CO 80209

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly Upon Receipt and Acceptance of Deliverables

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Electronic Payment Requests

Submit Invoice at:

<http://www.fsc.va.gov/einvoice.asp>

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)



PERFORMANCE WORK STATEMENT (PWS)

**DEPARTMENT OF VETERANS AFFAIRS
National Center for Ethics in Health Care**

IntegratedEthics® Support

July 15, 2014

PWS Version Number: 4.0

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1.0 BACKGROUND

The Department of Veterans Affairs (VA) is the federal department responsible for ensuring that America's Veterans receive medical care, benefits, social support, and lasting memorials in recognition of their service to the nation. The Veterans Health Administration (VHA) is the administration within VA responsible for providing health care services to military Veterans. The mission of the VHA is to provide primary care, specialized care, and related medical and social support services for Veterans. To accomplish this mission, VHA needs to be a comprehensive, integrated health care system that provides excellence in health care value, excellence in service as defined by its customers, and excellence in education and research, and needs to be an organization characterized by exceptional accountability and by being an employer of choice.

The National Center for Ethics in Health Care (NCEHC) is responsible for addressing the complex ethical issues that arise in health care across VHA, including those ethical issues relating to clinical ethics, organizational ethics, and research ethics. Ethics is the consideration of what is right or what should be done in the face of uncertainty or conflict about values. It involves making reflective judgments about the optimal decision or action among multiple options. NCEHC establishes national standards for ethics quality in health care and promotes attainment of those standards through policy, programs, education, guidance, tools, and evaluation.

In order to reach the more than 250,000 employees and the more than 6.2 million Veterans served by VHA, NCEHC works in collaboration with VHA executive leaders, central office program leaders, field leaders, and staff to promote high ethics quality in VHA. The main office of NCEHC is located in Washington, DC. Employees are also located in the VA New York Harbor Health Care System in New York City, and the VA Puget Sound Health Care System in Seattle, Washington.

NCEHC manages a national education and organizational change initiative to transform ethics practices and improve the quality of health care for Veterans. The initiative, IntegratedEthics® (trademarked by the Department of Veterans Affairs, written as one word and abbreviated "IE") has been operational nationwide since 2008. Information about IE is available at: <http://www.ethics.va.gov/integratedethics/index.asp>.

VA is a recognized leader in health care quality and organizational change. Most discussions of quality in health care focus on technical quality (e.g., quality indicators) and service quality (e.g., patient satisfaction scores), but an equally important facet of health care quality is ethics quality. Ethics quality means that practices throughout an organization are consistent with widely accepted ethical standards, norms, or expectations for a health care organization and its staff.

Ethics quality is the product of the interplay of factors at three levels: decisions and actions, systems and processes, and environment and culture. The IE program improves ethics quality by targeting each of these three levels through three core functions:

- Ethics Consultation (EC) – responding to ethics questions in health care
- Preventive Ethics (PE) – addressing quality gaps on a systems level
- Ethical Leadership (EL) – fostering an ethical environment and culture

IE is implemented in the field by approximately 1,000 employees (IE practitioners) who are located throughout 153 VHA medical centers and health care systems in 21 regional service networks across the US. Within NCEHC, a core IE Team provides direct support and guidance to IE practitioners in the field.

The program materials, educational offerings, and change processes of the IE initiative have undergone extensive testing and refinement over the last several years. A year-long demonstration of the program at 26 VHA facilities was completed in September 2006. Feedback and evaluation findings collected during the demonstration project and in the years since

the nationwide launch in 2008 have been incorporated into the tools and materials and drive the NCEHC approach to programmatic technical assistance.

NCEHC provides an initial set of formal IE program materials (IE Toolkits) and supporting materials for each of the core functions: Ethics Consultation (EC), Preventive Ethics (PE) and Ethical Leadership (EL). Developed for the initial program roll-out, these materials are currently in use in each VHA facility and VISN. Formal program materials include: National IE Policy Handbook, IE primers, self-study courses, and video courses for each of the functional areas. Additional supporting materials include: self-evaluation tools, exercises and activities, communications and promotional materials (posters, brochures, bookmarks, pocket cards, news articles etc.), and sample program administration documents (e.g., program timelines).

NCEHC has continued to develop new supporting materials targeted specifically to the needs of field-based IE practitioners. Supporting materials include handoff guides for newly assigned IE practitioners, comprehensive training modules for advanced training in PE and EC (in-person and virtual), EL training activities for use by field based VHA leaders, online training modules in specific ethics content areas (e.g., shared decision making, resource allocation), a newsletter highlighting high quality practices, and guidance documents based on analysis of IE program data.

NCEHC staff members also provide direct programmatic technical assistance and support via weekly national teleconferences, live webinar meetings, and site assistance visits. These sessions include educational content as well as offering opportunities for IE field practitioners to share experiences and learn from each other. Additional programmatic offerings have included an awards program to encourage development of potentially strong initiatives, an internal intranet website and, field IE SharePoint site, and required programmatic performance reporting tools.

Further experience with field use of the tools and materials, maturation of the initiative from initial roll-out to program maintenance, and turnover of staff has led to identification of several key gaps in educational and training materials.

Through this contract, NCEHC will provide new and updated state-of-the-art formal program materials, supporting tools, and enhanced direct technical assistance and support to field-based IE practitioners. These tools and materials will be utilized by local IE programs to continue to improve ethics quality in health care for Veterans.

2.0 APPLICABLE DOCUMENTS

The following documents are referenced for the performance of this effort:

- a) Information about the IE conceptual framework, organizational structure, and functional responsibilities for each of the field IE duty positions are detailed in:
http://www.ethics.va.gov/docs/integratedethics/IntegratedEthics-Innovative_Program_TIJ_20101118.pdf.
- b) IntegratedEthics® program materials and supporting materials are available at:
<http://www.ethics.va.gov/IntegratedEthics/index.asp>.

3.0 SCOPE OF WORK

A contractor is being sought to update IE educational and training materials to enhance the IE initiative and enable NCEHC to support VHA facilities and VISN to improve the ethics quality of health care provided to Veterans. The contractor shall provide all resources necessary to accomplish the deliverables described in this PWS.

4.0 ORDER TYPE

The effort shall be proposed on a Firm Fixed Price (FFP) basis.

5.0 PERFORMANCE DETAILS

5.1 PERFORMANCE PERIOD

The period of performance (PoP) shall be one (1) twelve (12) month base period with two (2) twelve (12) month option periods. Some tasks may be exercised multiple times - in the Base period and option years.

NOTE: Optional tasks can be exercised in either the base year and/or either of the option years, and some may be exercised multiple times.

5.2 PLACE OF PERFORMANCE

Efforts under this contract shall be performed at contractor facilities.

5.3 TRAVEL OR SPECIAL REQUIREMENTS

The contractor should anticipate up to four (4) two-day, face-to-face meetings in Washington DC with NCEHC staff relevant to project management and development. The contractor should also anticipate up to three (3) two-day trips in relation to rollout of the educational activities. Travel and per diem shall be reimbursed in accordance with VA/Federal Travel Regulations.

5.4 CONTRACT MANAGEMENT

The contractor shall not commence performance on the tasks in this PWS until a kickoff meeting has been held or the CO or Contracting Officer Representative (COR) has advised the contractor that a kickoff meeting is waived.

5.5 GOVERNMENT FURNISHED PROPERTY

Government furnished equipment (GFE) will not be provided.

5.6 SECURITY

Not Applicable.

6.0 SPECIFIC TASKS AND DELIVERABLES

The contractor will utilize their demonstrated expertise in adult education concepts and learning design to develop new or improved educational materials to help adult learners develop new skills, understand new concepts, and demonstrate new competencies related to IE. The easy-to-use materials will be designed to fill gaps in the health care ethics curriculum identified by feedback, observation, and needs assessments.

6.1 PROJECT MANAGEMENT

6.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the contractor's approach, timeline and tools to be used in execution of this effort. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The initial baseline CPMP shall be concurred upon and updated monthly thereafter. The contractor shall update and maintain the VA PM approved CPMP throughout the PoP.

Deliverable:

- A. Contractor Project Management Plan

6.1.2 KICKOFF MEETING

The contractor shall hold a technical kickoff meeting within ten (10) days after award. The contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. The contractor shall specify dates, locations (can be virtual), agenda (shall be provided to all attendees at least five calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three calendar days after the meeting). The contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), Contracting Officer Representative (COR), and VA Program Manager.

Deliverables:

- A. Kickoff Meeting Agenda
- B. Kickoff Meeting Minutes

6.1.3 WEEKLY PROJECT MANAGEMENT MEETING (BASE AND EACH OPTION YEAR)

The contractor shall participate in weekly teleconference meetings to discuss project management and status and report on any issues that arose during the previous week. The contractor shall document and provide meeting minutes that contain any areas of importance, relevant problem/action logs, descriptions of problems, meeting action items, and all outcomes from the meetings.

Deliverable:

- A. Weekly Project Management Minutes

6.2 Comprehensive Training Catalog of IE and NCEHC Educational Offerings

In the past 10 years, NCEHC created over 100 educational tools and materials. While the materials are available on the NCEHC Internet and Intranet sites, there is no comprehensive catalog of materials that makes it easy to identify materials by intended audience, knowledge or skill gap targeted. Creating of a comprehensive catalog will allow VA field staff to most easily find and choose from available products to meet their training needs.

Educational offerings to be cataloged include face-to-face trainings, online training modules, podcasts, multimedia presentations, newsletters, tools, activities, articles, and any other educational resource. Catalog information should include:

- product title and location (e.g., online link, TMS catalog number)
- intended audience
- knowledge or skill gap attempting to be filled
- date offering was created and/or last revised
- type of offering (e.g., tool, activity, training)
- list of additional resources accompanying or associated with offering
- type of evaluation associated with offering
- other categories as determined by and with NCEHC staff

The catalog should be formatted to enable easy linking (i.e., via hyperlinks) to offerings (when applicable). It should be designed so that future educational offerings can be added to the catalog by NCEHC staff and contractor as needed. It should be easily searchable by NCEHC and/or VA Field staff and meet standards for 508 Compliance.

Deliverable:

- A. Comprehensive catalog of NCEHC educational offerings

6.3 Develop Educational Materials Highlighting IE Best Practices in the Field (Base and EACH Option Year)

This task involves identification of IE best practices in the field that can then be integrated into educational materials that will be shared and spread across VHA. The contractor will interview IE practitioners in the field who have been successful in implementing improvements in ethics quality within their organizations by utilizing the IE materials and/or processes. The purpose of these interviews is to identify and document results of IntegratedEthics® best practices and to gather narratives that can be used in the production of a variety of IE products, in particular the bi-monthly newsletter, *IE In Action*. Products to date are available at the IE website found at:

<http://www.ethics.va.gov/integratedethics/IEAction.asp>.

Successful completion of this task will include the following steps:

- a) Utilizing feedback and direction from NCEHC, identify potential best practices through analysis of a variety of resources that include:
 - Updated results and findings from the 2014 IntegratedEthics® Staff Survey (IESS) and/or subsequent survey administrations
 - IE Facility Workbook Reports
 - New content provided by facilities on the IE SharePoint site
 - Sources as identified by NCEHC
- b) Interview the identified IE field practitioners to document and gather narratives about best practices.
- c) Working with subject matter experts (SME) within NCEHC use these narratives as the basis for the compilation of key learnings. These key learnings will be used as a basis for publication of six issues of the NCEHC publication *IE In Action*. The contractor will write and edit articles for *IE In Action*. These articles will incorporate adult learning principles to meet identified audience needs.
- d) For each issue of *IE in Action*, the contractor will provide a list of suggestions or proposed tools that can be used to adapt or tailor the key learnings and narratives gathered for this task for use in additional deliverables in other formats such as tip sheets, audio testimonials, website content, or in posters/brochures.

The contractor will manage all tasks to support development of this newsletter including development of a story list, work with NCEHC staff as appropriate on design changes/updates, obtain approvals from articles from SME (NCEHC and VA IE Field staff), edit, format, and design to meet standards for 508 Compliance.

Deliverables:

- A. Six complete issues of *IE in Action*, fully formatted as noted above plus learning suggestions for additional tools or materials based on learning experiences from that specific issue or across several issues of *IE in Action*.

6.4 (OPTIONAL) Review and Summarize Preventive Ethics Storyboards, Ethical Leadership Improvement Projects and VISN Cross-Cutting Issues: Identify Promising Practices

Facility based PE teams are required to upload a minimum of two storyboards annually to the PE list on the VISN and Facility IE SharePoint site. Facility IE Councils are required to upload an ethical leadership improvement project annually. By the end of FY 2014 there will be more than 1,000 storyboards and Ethical Leadership Improvement projects uploaded to this site. Additionally, VISN are required to annually submit reports on cross-cutting issues that impact multiple facilities. These storyboards and VISN cross-cutting issues represent a wealth of ethics improvement activities across the full range of health care ethics domains. The purpose of this task is to summarize ethics improvement activities and identify strong practices for dissemination to both the IE community and for external use. This task builds on content included in the Preventive Ethics and Ethical Leadership materials developed by NCEHC and the current contractor.

This work will be organized by domain and topic within one domain and/or all ethical leadership improvement projects (approximately 140) addressed in that year. This effort is part of building a learning community and helping the field to learn from each other. Under the direction of the Preventive Ethics Manager or IE Chief, tasks required of the contractor include:

- a) Review collected Preventive Ethics Storyboards, Ethical Leadership Improvement Projects and/or VISN Cross-Cutting Issues by ethics domain and topic
- b) Identify similar issues found in the documents reviewed
- c) Summarize outcomes from the documents reviewed
- d) Identify and describe change strategies that improved ethics quality

Deliverables:

- A. Qualitative Summary Report of Findings (including summary tables)
- B. List of specific storyboards and cross-cutting issues with strong outcomes and/or promising change strategies with contacts identified

6.5 (OPTIONAL) Develop Advanced Preventive Ethics Beyond the Basics (PE BtB) Training Modules

Develop advanced training in PE. PE improves health care quality by helping VA staff address ethics quality gaps. PE Teams in all of our 153 facilities use the ISSUES approach includes the following steps: Identify the issue, study the issue, select a strategy, undertake a plan, evaluate and adjust and sustain and spread. A detailed description of PE and the ISSUES approach can be found at: <http://www.ethics.va.gov/integratedethics/pec.asp>.

NCEHC developed the original six PE BTB modules in 2011, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance PE team member understanding of specific aspects of the ISSUES approach that were each captured in the six modules.

New PE BTB training modules will cover up to 4 new critical topic areas within PE and provide the equivalent of up to 2 hours of instruction per module developed. Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic. Development of each module will be consecutive depending on NCEHC staffing resources. Pricing must be noted per module.

The target audience for the training will be PE Team members throughout the VA system and external to VA. This ideal participant for this training shall have completed basic training in preventive ethics (PE Primer and associated video training), may or may not have taken the original PE BTB training, and have been in their ethics related roles for 1-3 years.

The training objective will be to add to concepts presented in previous PE BTB training and as identified by NCEHC.

Based on detailed descriptions and outlines for educational products, the contractor will develop the modules including creation, design and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts, and related materials.

The contractor will be required to develop a detailed outline and timeline that includes completion of the live presentations and post training placement on Internet and VHA intranet sites. NCEHC will provide subject matter expertise from NCEHC and/or IE Field staff resources.

Training must meet the educational needs of the critical primary (attendees), secondary and tertiary audiences (virtual self-learners) for the PE BTB training. Successful PE BTB training will need to be tailored to meet the needs of a wide range of PE field practitioners. The PE BTB attendees will need to be informed and motivated to share their knowledge and experience with PE practitioners who are not available to attend the training.

After review of chosen subject matter, the contractor must suggest appropriate educational design(s), supported by evidence and experience in educational instruction and change management, for materials and presentations that will successfully communicate the desired PE concepts and information to each audience given NCEHC budget, staffing, and timeline. The contractor will provide detailed descriptions and outlines for the educational modules based on the audience, messages, concepts, and educational modalities chosen to support PE BTB.

Delivery method (e.g. In-person, virtual teleconference, online module or other means) should recognize that travel money may be limited. If in-person training is developed the modules need to be designed for small groups (not to exceed 40 participants) in a workshop setting.

Materials must be ready for posting on the NCEHC Internet and Intranet web sites (e.g., ensuring 508 compliance).

Deliverables:

- A. Up to 4 learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites.(Provide pricing per module)

6.6 (OPTIONAL) Revise Ethics Consultation BtB Training Modules for Release as Virtual Teleconference Training

Using the materials developed for the original EC BTB (http://www.ethics.va.gov/EC_Btb.asp), the contractor will repurpose the EC BTB training materials for delivery using a virtual teleconference or webinar approach. EC BTB provides advanced training in ethics consultation concepts. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all of our 153 facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and the CASES approach can be found at <http://www.ethics.va.gov/IntegratedEthics/ECC.asp>.

NCEHC developed EC BTB I in 2010, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance IE ethics consultant understanding of specific aspects of the CASES approach that were each captured in one of six modules. EC BTB training modules cover 6 critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area has a separate module consisting of didactic instruction and experiential activities related to the topic.

The contractor will take the currently available modules and translate them into a virtual training approach.

The target audience for the training will be EC Coordinators and core EC Service team members throughout the VA system and external to VA (same as for the current in-person EC BTB training). This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years.

The current contractor has completed translation of two of the six modules into a design using the Blackboard Learning Program. This activity will be to translate the remaining four modules (and any modules developed in the future) into virtual training using the Blackboard Learning Program and teleconference.

Deliverables:

- A. Revised EC BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, and revised facilitator instructions. (Provide per module pricing.)
- B. (OPTIONAL) 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module)

6.7 (OPTIONAL) Capture Strong Ethical Leadership Practices from High Performing IE Field Sites

Since 2008, IE facilities have been implementing a range of activities to improve ethical leadership behaviors in facilities. Data from the IE Staff Survey (2008-2014) has indicated that some facilities have higher ethical leadership scores than others. The contractor will conduct telephone interviews with leaders in high performing facilities to develop a report that identifies and describes best practices related to Ethical Leadership that have been locally implemented. Facilities and interview contacts will be developed under the direction of the IE Chief.

Deliverables:

- A. Interview Questionnaire based on questions used in the IE Site Visit protocol.
- B. List identifying up to 25 sites with strong ethical leadership scores to propose as interview sites. List and final site selection will be based on data from the 2014 IE Staff survey, plus relevant IE data (e.g., questions from IE Facility Workbook).
- C. Draft contact letters and outreach materials explaining project
- D. Detailed notes of interviews with up to 12 sites (up to 3 leaders per site) that captures essential interview content and summarizes data including themes and quotes. Interview notes should be fully reviewable by NCEHC staff for agreement on themes and concepts. Word for word transcription of interview notes is not required.
- E. Final Report documenting findings and providing recommendations for activities that could be shared across VHA.

6.8 (OPTIONAL) ETHICAL LEADERSHIP Educational Materials for Senior Leaders

Develop educational materials that senior leaders and mid-level managers in VHA can use directly to improve the ethics environment and culture in their organizations. The contractor will develop tools to address identified learning needs. The contractor will develop a list of potential educational materials/tools based on review of materials including:

- Feedback received from Senior Leaders
- Results of the IESS (to include trends from prior years)
- IE Facility Workbook Reports
- Relevant texts and materials in the academic and business literature

- Sources as identified by NCEHC

After review of the materials, the contractor will develop a list of suggested educational materials/tools. Depending on suggested training content and field learning needs based on data review, the contractor will provide appropriate learning design for each tool. Educational materials may include 15-minute discussion activities, journal club discussions of a relevant article or audio/video from publically available source, etc. Activities should be well designed based on adult education principles. Each tool must follow IE tool and materials standards and meet standards for 508 Compliance. Sample materials developed by current contractor can be found at <http://www.ethics.va.gov/integratedethics/elc.asp>.

Deliverables:

- A. List of suggested learning materials based on data review to include: audience, learning objectives, learning design/approach, and other relevant information.
- B. Four educational tools (one per quarter)

6.9 (OPTIONAL) Supportive Materials to Assist Field Staff to use IE Data Tools

IE Field staff members need training tools that enable them to make most efficient and effective use of the data in the IE staff survey, IE Facility Workbook, EC Proficiency Assessment Tool, the EL Self-Assessment, or any other IE data tool. Development of these “How to Use” Guides will be based on review of materials used in health care for this purpose (e.g., tools for how to use benchmark reports) and adult learning principles. Tools may also compile learning across multiple IE materials and guides (e.g., primers, videos, educational materials) into curriculum outlines or other “How to Use” tools based on specific cross-cutting topics (e.g., organizational learning, publicizing IE). If appropriate, tools should include ideas or feedback from IE field sites based on actual experience. Such experience may be culled from articles from *IE in Action* or interviews with IE Field Experts. Tools may be in the format of job aids, learning guides, handbooks, or a “desk reference.” Tools must be formatted to meet requirements for upload to IE Intranet web site (including 508 Compliance).

Deliverables:

- A. Package of 1-3 tools (Provide pricing per set)

6.10 (OPTIONAL) Update and/or Supplement IE Primers

Based on ongoing needs assessment and feedback from the field, identify and then produce supplemental materials that update the current IE primers. Supplemental materials will be used as needed to fill knowledge or performance gaps, provide clarifying examples, and/or provide additional information to make primer materials relevant to additional VA audiences (e.g., specific practitioner groups). Updates and supplements will be based on information gathered about the IE experience to date that have surfaced during weekly Technical Assistance Calls, IE Site Visits, VISN IE POC Meetings, or other feedback received on IE program effectiveness (e.g., interviews of field staff). Materials created for this deliverable may be used in future tasks for comprehensive revision of the IE primers.

Preparatory work for revision of the Preventive Ethics Primer (<http://www.ethics.va.gov/PEprimer.pdf>) has been completed. The contractor will complete final thorough editing and revision of content and formatting of document to meet all IE document requirements. All revision steps required to complete revision of Ethical Leadership Primer (http://www.ethics.va.gov/docs/integratedethics/Ethical_Leadership_Fostering_an_Ethical_Environment_and_Culture_20070808.pdf). Tasks include review of ethical leadership related literature, collation of feedback on the value and utility of current primer, revision based on review of current IE materials, formatting, editing, and design to meet IE document requirements.

Deliverables:

- A. PE Primer revision (Price Separately)
- B. EL Primer revision (Price Separately)
- C. Supplemental tools and materials for IE Primers; 1-3 tools (Provide pricing per tool)

6.11 (OPTIONAL) Revise PE BtB training modules for release as virtual teleconference based training

Using the materials developed in Base Year Deliverable Four and or previously developed PE BTB Training content (http://vaww.ethics.va.gov/ETHICS/PE_Btb.asp) repurpose the PE BTB training materials for delivery using a virtual teleconference approach. VHA uses the Microsoft Blackboard and/or Adobe Connect program. Delivery of the training would be conducted using a combination of Blackboard and/or Adobe Connect and teleconference. Revisions to materials may include: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. Learning design approach should be based on ethics training expertise and knowledge of how best deliver these materials using a virtual teleconference in Blackboard and/or Adobe Connect Format.

Deliverables:

- A. Revised PE BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. (Provide pricing per module)
- B. 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module)

6.12 (OPTIONAL) Action Kit for Ethical Leadership

Based on information captured in task 6.6 (Capture Strong Ethical Leadership Practices from High Performing IE Field Sites) develop “Action Kits” to guide implementation of identified strong ethical leadership practices. “Action Kits” are one to five page descriptions of the actions taken/activities developed by the facility, “words of wisdom” about what worked well and barriers encountered while undertaking the actions, what outcomes occurred after the action (and how it was known that a positive impact occurred), and brief references to relevant literature that provides support for the concept. Topics will be selected with guidance of the IE Chief. Pricing should be for sets of 1-2 guides. Action kits should meet all standards for posting on the internet and intranet sites.

Deliverables:

- A. Set of 1-2 Action Kits. (Provide pricing per set)

6.13 (OPTIONAL) Ethics Education Design and Translation

NCEHC has a need to develop educational tools on general topics in health care ethics, depending on VA staff needs identified through NCEHC data review. The contractor will support development of educational tools on general ethics in health care topics (e.g., informed consent, advanced care planning). Tools developed will follow the design standards outlined in Ethics Consultation and Preventive Ethics Beyond the Basics but with modification as appropriate for proposed content. The contractor will provide thorough review of learning design, appropriateness of content design and advise about the best modality for delivery (e.g., in-person, webinar, interactive virtual training such as through Adobe Connect, train the trainer). The contractor will develop all relevant materials such as faculty guides, slides, user workbooks/tools.

Deliverables:

- A. Ethics Education Modules (Provide pricing per module)
- B. Up to 5 minutes of video per module (Provide pricing per module)

6.14 (OPTIONAL) Support Materials to Assist Field Staff IN USING IEWeb

IE Web is a web-based program currently in development. The goal of IEWeb is to provide an IT solution that facilitates the process, documentation, analysis, and reporting of ethics consultation and preventive ethics activities.

The contractor will review the electronic software product and develop handouts, “How-To” guides and job aids to support IE field staff that will enable them to make most efficient and effective use of the IEWeb package.

The contractor will work with NCEHC content experts to develop each tool, manage timelines to assure product development and achievement, identify adult learning principles to guide best “How-to Use” tool design, and format the tool to meet requirements for upload to IE Intranet and Internet web site (including 508 Compliance).

Deliverables:

- A. IEWeb How-to Guide and Tools

6.15 (OPTIONAL) Advanced Ethics Consultation Beyond the Basics (EC BtB) Training Modules

Develop advanced training in EC. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all VHA facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and the CASES approach can be found at <http://www.ethics.va.gov/integratedethics/ecc.asp>

NCEHC developed EC BTB in 2008, and used the materials in face-to-face training sessions that occurred from 2008-2010. The objective was to enhance IE ethics consultant understanding of specific aspects of the CASES approach that were each captured in one of six modules.

New EC BTB training modules will cover 4-6 new critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic.

The target audience for the training will be EC Coordinators and core EC Service team members. This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years.

The materials will also need to be adapted for use by EC Services teams throughout the system and external to VA and for posting on the NCEHC Internet and Intranet web sites.

Based on detailed descriptions and outlines for educational products, develop the modules including development and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts and related materials.

Deliverables:

- A. Learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites. Up to four modules (Provide pricing per module)

6.16 (OPTIONAL) Revise and Update EC BtB OR PE BTB Training Modules

Using feedback and lessons learned in the initial training session and building on the previously created materials, the contractor will work with revise and update the EC BTB or PE BTB training materials. This will include review and analysis of feedback received from IE staff and EC BTB attendees and development of refined and updated materials that meet needs or fill gaps identified in the initial training session.

Deliverables:

- A. Revised module based on testing of module to include all design and packaging of all training materials.

6.17 (OPTIONAL) Revise and Revamp the IE Ethics Topics Online Modules

Between 2006 and 2008, NCEHC developed case-based online educational modules for specific ethics content domains. These online modules require revision to update specific content to bring it in line with current subject matter standards, revise formatting (e.g., formatting, contact information), update technical structure to work on current VA TMS learning system. NCEHC will provide subject matter experts (NCEHC staff or IE Field staff) to review and identify improvements and updates needed to the current IE online modules. Updates and revisions could include development of new educational cases, new explanatory text, technical modifications of the structure to meet VHA online material requirements, or other revisions as needed. A detailed description of Ethics Education and accompanying materials can be found at <http://vaww.ethics.va.gov/integratedethics/onlinemodules.asp>. All revisions must be approved by NCEHC staff.

Deliverables:

- A. Revised online modules (Provide pricing per module)

6.18 (OPTIONAL) Create Ethics Consultation Case and/or Preventive ethics Improvement Cycle Self-Lead Online Modules

IE Ethics Consultation and Preventive Ethics Teams have been using the IE CASES and ISSUES Approaches to ethics consultation and preventive ethics since 2007. While a range of group learning is available through the Beyond the Basics training programs, no individual, self-guided training is available to teach IE field staff how to follow the processes. The contractor will develop self-guided online case-based learning modules. Each module would allow the learner to “choose your own adventure;” starting from an initial intake scenario, the learner will be called upon to select among potential viable options at multiple decision points to eventually create a high quality ethics consultation analysis or preventive ethics ISSUES cycle. Learning modules will teach CASES or ISSUES approach and key ethics concepts (e.g., concepts regarding use of advance directives or protection of patient privacy). A goal of the teaching approach should be to help learners identify ways that an ethics consultation or improvement cycle can “go wrong” if the approach is not followed and/or appropriate questions are not asked. Material is intended to be self-guided and self-contained learning. Training should include links to relevant source materials (e.g., VA policies, IE Primers). Source material is derived from IE Primers and tools as well as VA policies and guidance and other ethics standard sources as appropriate. NCEHC will provide subject matter expertise from NCEHC or IE Field Staff. Online modules should be designed for upload into the VA TMS system with all appropriate technical requirements and compliance for placement on the VA Internet and Intranet systems. The contractor will develop a print-only version that includes all choice options but which can be used outside of the TMS system/online system.

Deliverables:

- A. Case-based “choose your own adventure” learning modules designed to meet learning objectives and fully formatted for upload on VA TMS systems. Up to four modules (Provide pricing per module)

- B. Print document formatted for internet/intranet upload that includes all content in learning module but which can be used outside the online system.

7.0 GENERAL REQUIREMENTS

7.1 PROPOSAL

For every task, the contractor shall identify in writing all necessary subtasks (if any), associated costs by task, and associated sub-milestone dates. The contractor's subtask structure shall be reflected in the technical proposal and detailed work plan.

7.2 DELIVERABLE FORMAT

Deliverables in the form of written reports, outlines, schedules, agendas, and meeting minutes shall be provided to NCEHC electronically in word or PDF format, as appropriate. Other deliverables should be provided electronically in the native application format to allow NCEHC to make future modifications in the product. The contractor will be responsible for preparing all documents to be ready for reproduction, distribution and implementation of the educational materials and activities. NCEHC and the VA Employee Education Service (or its contractors) will be responsible for the actual reproduction, distribution and implementation. All products will be developed through discussion and concept development with the Chief, IntegratedEthics® and staff.

All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

Under Section 508 (29 U.S.C. ‘794 d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others. The contractor must ensure that all materials are Section 508 compliant as outlined under Federal law.

7.3 DELIVERABLE REVIEW

Where a written milestone deliverable is required in draft form the VA will complete their review of the draft deliverable within 30 calendar days from the date of receipt. The contractor shall have 30 calendar days to deliver the final deliverable from date of receipt of the Government’s comments.

7.4 PERFORMANCE METRICS

The table below defines the Performance Metrics associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels
1. Technical Needs	Shows understanding of requirements Efficient and effective in meeting requirements Meets technical needs and mission requirements Offers quality services/products	Satisfactory or higher

<p>2. Project Milestones and Schedule</p>	<p>Quick response capability</p> <p>Products completed, reviewed, delivered in timely manner</p> <p>Notifies customer in advance of potential problems</p>	<p>Satisfactory or higher</p>
<p>3. Project Staffing</p>	<p>Currency of expertise</p> <p>Personnel possess necessary knowledge, skills and abilities to perform tasks</p>	<p>Satisfactory or higher</p>
<p>4. Value Added</p>	<p>Provided valuable service to Government</p> <p>Services/products delivered were of desired quality</p>	<p>Satisfactory or higher</p>

7.5 QUALITY ASSURANCE

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the QASP at its own discretion. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels. The COR will determine if the performance of the contractor is below a metric standard and deem it unacceptable. The COR will then notify the Contracting Officer.

SCHEDULE FOR DELIVERABLES

Note: Days used in the table below refer to calendar days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

Task	Deliverable ID	Deliverable Description
6.1	A	<p>Weekly Project Management Minutes</p> <p>5 days after receipt of order (ARO) and updated monthly thereafter.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.2	A	<p>Comprehensive catalog of NCEHC educational offerings</p> <p>120 days after receipt of order (ARO).</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.3	A	<p>Six complete issues of IE in Action, fully formatted as noted above plus learning suggestions for additional tools or materials based on learning experiences from that specific issue or across several issues of IE in Action</p> <p>One issue produced every 2 months.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>

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6.4	A	<p>Qualitative Summary Report of Findings (including summary table)</p> <p>Report produced within 9 months (270 days) after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.4	B	<p>List of specific storyboards and cross-cutting issues with strong outcomes and/or promising change strategies with contacts identified</p> <p>Report produced within 9 months (270 days) after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.5	A	<p>Up to 4 learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites (Provide per module pricing)</p> <p>Module produced within 12 months after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.6	A	<p>Revised EC BtB materials ready for use in BlackBoard Learning Program including: new exercises or new approaches to exercises, redesign of participation handouts, and revised facilitator instructions. (Provide per module pricing)</p> <p>Module produced within 12 months after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>

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6.6	B	<p>(OPTIONAL) 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide per module pricing)</p> <p>Final product produced within 12 months after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.7	A	<p>Interview Questionnaire based on questions used in the IE Site Visit Protocol</p> <p>90 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.7	B	<p>List identifying up to 25 sites with strong ethical leadership scores to propose as interview sites. List and final site selection will be based on data from the 2014 IE Staff survey, plus relevant IE data (e.g., questions from IE Facility Workbook).</p> <p>90 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.7	C	<p>Draft contact letters and outreach materials explaining project</p> <p>90 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>

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6.7	D	<p>Detailed notes of interviews with up to 12 sites (up to 3 leaders per site) that captures essential interview content and summarizes data including themes and quotes. Interview notes should be fully reviewable by NCEHC staff for agreement on themes and concepts. Word for word transcription of interview notes is not required.</p> <p>270 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.7	E	<p>Final Report documenting findings and providing recommendations for activities that could be shared across VHA.</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.8	A	<p>List of suggested learning materials based on data review to include: audience, learning objectives, learning design/approach, and other relevant information.</p> <p>90 days after receipt of order</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.8	B	<p>Four educational tools (one per quarter)</p> <p>2 tools within 6 months after receipt of order plus 1 tool each quarter following.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>

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6.9	A	<p>Package of 1-3 tools (Provide price per set)</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.10	A	<p>PE Primer revision</p> <p>180 after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.10	B	<p>EL Primer revision (Price separately)</p> <p>360 after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.10	C	<p>Supplemental tools and materials for IE Primers; 1-3 tools (Provide price per tool)</p> <p>90 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.11	A	<p>Revised PE BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. (Provide pricing per module)</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>

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6.11	B	<p>5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module)</p> <p>270 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.12	A	<p>Set 1-2 Action Kits. (Provide pricing per module)</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.13	A	<p>Ethics Education Modules. (Provide pricing per module)</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.13	B	<p>Up to 5 minutes of video per module. (Provide pricing per module)</p> <p>270 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.14	A	<p>IEWeb How-To Guide and Tools</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>

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6.15	A	<p>Learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites. Up to four modules. (Provide pricing per module)</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.16	A	<p>Revised module based on testing of module to include all design and packaging of all training materials.</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.17	A	<p>Revised online modules. (Provide pricing per module)</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
6.18	A	<p>Case-based “choose your own adventure” learning modules designed to meet learning objectives and fully formatted for upload on VA TMS Systems. Up to four modules. (Provide pricing per module)</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>

6.18	B	<p>Print document formatted for internet/intranet upload that includes all content in learning module but which can be used outside the online system.</p> <p>360 days after receipt of order.</p> <p>Electronic submission to: VA PM, COR, CO.</p> <p>Inspection: destination</p> <p>Acceptance: destination</p>
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B.4 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR	1.00	JB	_____	_____
	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.</p>				
	<p>This request funds a contract to provide new and updated state of the art formal program materials, supporting tools, and enhanced direct technical assistance and support to field based IntegratedEthics (IE) practitioners. These tools and materials will be utilized by local IE programs to continue to improve ethics quality in health care for Veterans.</p>				
	<p>6.1 PROJECT MANAGEMENT 6.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN</p>				
	<p>The contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the contractor’s approach, timeline and tools to be used in execution of this effort. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The initial baseline CPMP shall be concurred upon and updated monthly thereafter. The contractor shall update and maintain the VA PM approved CPMP throughout the PoP.</p>				
	<p>Deliverable: A.Contractor Project Management Plan</p>				

0002 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. 1.00 JB _____

6.1.2 KICKOFF MEETING

The contractor shall hold a technical kickoff meeting within ten (10) days after award. The contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. The contractor shall specify dates, locations (can be virtual), agenda (shall be provided to all attendees at least five calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three calendar days after the meeting). The contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), Contracting Officer Representative (COR), and VA Program Manager.

Deliverables:

- A. Kickoff Meeting Agenda
- B. Kickoff Meeting Minutes

0003 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. 1.00 JB _____

6.1.3 WEEKLY PROJECT MANAGEMENT MEETING (BASE AND EACH OPTION YEAR)

The contractor shall participate in weekly teleconference meetings to discuss project management and status and report on any issues that arose during the previous week. The contractor shall document and provide meeting minutes that contain any areas of importance, relevant problem/action logs, descriptions of problems, meeting action items, and all outcomes from the meetings.

Deliverable:

- A. Weekly Project Management Minutes

0004 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. 1.00 JB _____

6.2 COMPREHENSIVE TRAINING CATALOG OF IE AND NCEHC EDUCATIONAL OFFERINGS

In the past 10 years, NCEHC created over 100 educational tools and materials. While the materials are available on the NCEHC Internet and Intranet sites, there is no comprehensive catalog of materials that makes it easy to identify materials by intended audience, knowledge or skill gap targeted. Creating of a comprehensive catalog will allow VA field staff to most easily find and choose from available products to meet their training needs.

Educational offerings to be cataloged include face-to-face trainings, online training modules, podcasts, multimedia presentations, newsletters, tools, activities, articles, and any other educational resource. Catalog information should include:

- product title and location (e.g., online link, TMS catalog number)
- intended audience
- knowledge or skill gap attempting to be filled
- date offering was created and/or last revised
- type of offering (e.g., tool, activity, training)
- list of additional resources accompanying or associated with offering
- type of evaluation associated with offering
- other categories as determined by and with NCEHC staff

The catalog should be formatted to enable easy linking (i.e., via hyperlinks) to offerings (when applicable). It should be designed so that future educational offerings can be added to the catalog by NCEHC staff and contractor as needed. It should be easily searchable by NCEHC and/or VA Field staff and meet standards for 508 Compliance.

Deliverable:

- A. Comprehensive catalog of NCEHC educational offerings

0005	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.	1.00	JB	
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6.3 DEVELOP EDUCATIONAL MATERIALS HIGHLIGHTING IE BEST PRACTICES IN THE FIELD (BASE AND EACH OPTION YEAR)

This task involves identification of IE best practices in the field that can then be integrated into educational materials that will be shared and spread across VHA. The contractor will interview IE practitioners in the field who have been successful in implementing improvements in ethics quality within their organizations by utilizing the IE materials and/or processes. The purpose of these interviews is to identify and document results of IntegratedEthics® best practices and to gather narratives that can be used in the production of a variety of IE products, in particular the bi-monthly newsletter, IE In Action. Products to date are available at the IE website found at:

<http://www.ethics.va.gov/integratedethics/IEAction.asp>.

Successful completion of this task will include the following steps:

- a) Utilizing feedback and direction from NCEHC, identify potential best practices through analysis of a

variety of resources that include:

- Updated results and findings from the 2014 IntegratedEthics® Staff Survey (IESS) and/or subsequent survey administrations
- IE Facility Workbook Reports
- New content provided by facilities on the IE SharePoint site
- Sources as identified by NCEHC

b) Interview the identified IE field practitioners to document and gather narratives about best practices.

c) Working with subject matter experts (SME) within NCEHC use these narratives as the basis for the compilation of key learnings. These key learnings will be used as a basis for publication of six issues of the NCEHC publication IE In Action. The contractor will write and edit articles for IE In Action. These articles will incorporate adult learning principles to meet identified audience needs.

d) For each issue of IE in Action, the contractor will provide a list of suggestions or proposed tools that can be used to adapt or tailor the key learnings and narratives gathered for this task for use in additional deliverables in other formats such as tip sheets, audio testimonials, website content, or in posters/brochures. The contractor will manage all tasks to support development of this newsletter including development of a story list, work with NCEHC staff as appropriate on design changes/updates, obtain approvals from articles from SME (NCEHC and VA IE Field staff), edit, format, and design to meet standards for 508 Compliance.

Deliverables:

A. Six complete issues of IE in Action, fully formatted as noted above plus learning suggestions for additional tools or materials based on learning experiences from that specific issue or across several issues of IE in Action.

0006	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.4 (OPTIONAL) REVIEW AND SUMMARIZE PREVENTIVE ETHICS STORYBOARDS, ETHICAL LEADERSHIP IMPROVEMENT PROJECTS AND VISN CROSS-CUTTING ISSUES: IDENTIFY PROMISING PRACTICES</p> <p>Facility based PE teams are required to upload a minimum of two storyboards annually to the PE list on the VISN and Facility IE SharePoint site. Facility IE</p>	1.00	JB	
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Councils are required to upload an ethical leadership improvement project annually. By the end of FY 2014 there will be more than 1,000 storyboards and Ethical Leadership Improvement projects uploaded to this site. Additionally, VISN are required to annually submit reports on cross-cutting issues that impact multiple facilities. These storyboards and VISN cross-cutting issues represent a wealth of ethics improvement activities across the full range of health care ethics domains. The purpose of this task is to summarize ethics improvement activities and identify strong practices for dissemination to both the IE community and for external use. This task builds on content included in the Preventive Ethics and Ethical Leadership materials developed by NCEHC and the current contractor. This work will be organized by domain and topic within one domain and/or all ethical leadership improvement projects (approximately 140) addressed in that year. This effort is part of building a learning community and helping the field to learn from each other. Under the direction of the Preventive Ethics Manager or IE Chief, tasks required of the contractor include:

- a) Review collected Preventive Ethics Storyboards, Ethical Leadership Improvement Projects and/or VISN Cross-Cutting Issues by ethics domain and topic
- b) Identify similar issues found in the documents reviewed
- c) Summarize outcomes from the documents reviewed
- d) Identify and describe change strategies that improved ethics quality

Deliverables:

- A. Qualitative Summary Report of Findings (including summary tables)
- B. List of specific storyboards and cross-cutting issues with strong outcomes and/or promising change strategies with contacts identified

0007	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.5 (OPTIONAL) DEVELOP ADVANCED PREVENTIVE ETHICS BEYOND THE BASICS (PE BTB) TRAINING MODULES</p> <p>Develop advanced training in PE. PE improves health care quality by helping VA staff address ethics quality gaps. PE Teams in all of our 153 facilities use the ISSUES approach includes the following steps: Identify</p>	1.00	JB	
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the issue, study the issue, select a strategy, undertake a plan, evaluate and adjust and sustain and spread. A detailed description of PE and the ISSUES approach can be found at:

<http://www.ethics.va.gov/integratedethics/pec.asp>.

NCEHC developed the original six PE BTB modules in 2011, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance PE team member understanding of specific aspects of the ISSUES approach that were each captured in the six modules.

New PE BTB training modules will cover up to 4 new critical topic areas within PE and provide the equivalent of up to 2 hours of instruction per module developed. Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic. Development of each module will be consecutive depending on NCEHC staffing resources. Pricing must be noted per module.

The target audience for the training will be PE Team members throughout the VA system and external to VA. This ideal participant for this training shall have completed basic training in preventive ethics (PE Primer and associated video training), may or may not have taken the original PE BTB training, and have been in their ethics related roles for 1-3 years.

The training objective will be to add to concepts presented in previous PE BTB training and as identified by NCEHC.

Based on detailed descriptions and outlines for educational products, the contractor will develop the modules including creation, design and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts, and related materials. The contractor will be required to develop a detailed outline and timeline that includes completion of the live presentations and post training placement on Internet and VHA intranet sites. NCEHC will provide subject matter expertise from NCEHC and/or IE Field staff resources.

Training must meet the educational needs of the critical primary (attendees), secondary and tertiary audiences (virtual self-learners) for the PE BTB training.

Successful PE BTB training will need to be tailored to meet the needs of a wide range of PE field practitioners. The PE BTB attendees will need to be informed and motivated to share their knowledge and experience with PE practitioners who are not available to attend the training.

After review of chosen subject matter, the contractor must suggest appropriate educational design(s), supported by evidence and experience in educational instruction and change management, for materials and

presentations that will successfully communicate the desired PE concepts and information to each audience given NCEHC budget, staffing, and timeline. The contractor will provide detailed descriptions and outlines for the educational modules based on the audience, messages, concepts, and educational modalities chosen to support PE BTB.

Delivery method (e.g. In-person, virtual teleconference, online module or other means) should recognize that travel money may be limited. If in-person training is developed the modules need to be designed for small groups (not to exceed 40 participants) in a workshop setting.

Materials must be ready for posting on the NCEHC Internet and Intranet web sites (e.g., ensuring 508 compliance).

Deliverables:

A. Up to 4 learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites.(Provide pricing per module)

0008	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p>	1.00	JB	_____	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>				
	<p>6.6 (OPTIONAL) REVISE ETHICS CONSULTATION BTB TRAINING MODULES FOR RELEASE AS VIRTUAL TELECONFERENCE TRAINING</p> <p>Using the materials developed for the original EC BTB (http://www.ethics.va.gov/EC_Btb.asp), the contractor will repurpose the EC BTB training materials for delivery using a virtual teleconference or webinar approach. EC BTB provides advanced training in ethics consultation concepts. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all of our 153 facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and the CASES approach can be found at http://www.ethics.va.gov/IntegratedEthics/ECC.asp. NCEHC developed EC BTB I in 2010, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance IE ethics consultant understanding of specific aspects of the</p>				

CASES approach that were each captured in one of six modules. EC BTB training modules cover 6 critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area has a separate module consisting of didactic instruction and experiential activities related to the topic. The contractor will take the currently available modules and translate them into a virtual training approach. The target audience for the training will be EC Coordinators and core EC Service team members throughout the VA system and external to VA (same as for the current in-person EC BTB training). This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years. The current contractor has completed translation of two of the six modules into a design using the Blackboard Learning Program. This activity will be to translate the remaining four modules (and any modules developed in the future) into virtual training using the Blackboard Learning Program and teleconference.

Deliverables:

- A. Revised EC BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, and revised facilitator instructions. (Provide per module pricing.)
- B. (OPTIONAL) 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module)

0009	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.7 (OPTIONAL) CAPTURE STRONG ETHICAL LEADERSHIP PRACTICES FROM HIGH PERFORMING IE FIELD SITES Since 2008, IE facilities have been implementing a range of activities to improve ethical leadership behaviors in facilities. Data from the IE Staff Survey (2008-2014) has indicated that some facilities have higher ethical leadership scores than others. The contractor will conduct telephone interviews with leaders in high performing facilities to develop a report that identifies and describes best practices related to Ethical Leadership that have been locally implemented.</p>	1.00	JB	
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Facilities and interview contacts will be developed under the direction of the IE Chief.

Deliverables:

- A. Interview Questionnaire based on questions used in the IE Site Visit protocol.
- B. List identifying up to 25 sites with strong ethical leadership scores to propose as interview sites. List and final site selection will be based on data from the 2014 IE Staff survey, plus relevant IE data (e.g., questions from IE Facility Workbook).
- C. Draft contact letters and outreach materials explaining project
- D. Detailed notes of interviews with up to 12 sites (up to 3 leaders per site) that captures essential interview content and summarizes data including themes and quotes. Interview notes should be fully reviewable by NCEHC staff for agreement on themes and concepts. Word for word transcription of interview notes is not required.
- E. Final Report documenting findings and providing recommendations for activities that could be shared across VHA.

0010	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.8 (OPTIONAL) ETHICAL LEADERSHIP EDUCATIONAL MATERIALS FOR SENIOR LEADERS</p> <p>Develop educational materials that senior leaders and mid-level managers in VHA can use directly to improve the ethics environment and culture in their organizations. The contractor will develop tools to address identified learning needs. The contractor will develop a list of potential educational materials/tools based on review of materials including:</p> <ul style="list-style-type: none"> • Feedback received from Senior Leaders • Results of the IESS (to include trends from prior years) • IE Facility Workbook Reports • Relevant texts and materials in the academic and business literature • Sources as identified by NCEHC <p>After review of the materials, the contractor will develop a list of suggested educational materials/tools. Depending on suggested training content and field learning needs based on data review, the contractor will provide appropriate learning design for each tool. Educational materials may include 15-minute discussion</p>	1.00	JB	
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activities, journal club discussions of a relevant article or audio/video from publically available source, etc. Activities should be well designed based on adult education principles. Each tool must follow IE tool and materials standards and meet standards for 508 Compliance. Sample materials developed by current contractor can be found at <http://www.ethics.va.gov/integratedethics/elc.asp>.

Deliverables:

- A. List of suggested learning materials based on data review to include: audience, learning objectives, learning design/approach, and other relevant information.
- B. Four educational tools (one per quarter)

0011	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>	1.00	JB	_____	_____
	<p>6.9 (OPTIONAL) SUPPORTIVE MATERIALS TO ASSIST FIELD STAFF TO USE IE DATA TOOLS IE Field staff members need training tools that enable them to make most efficient and effective use of the data in the IE staff survey, IE Facility Workbook, EC Proficiency Assessment Tool, the EL Self-Assessment, or any other IE data tool. Development of these “How to Use” Guides will be based on review of materials used in health care for this purpose (e.g., tools for how to use benchmark reports) and adult learning principles. Tools may also compile learning across multiple IE materials and guides (e.g., primers, videos, educational materials) into curriculum outlines or other “How to Use” tools based on specific cross-cutting topics (e.g., organizational learning, publicizing IE). If appropriate, tools should include ideas or feedback from IE field sites based on actual experience. Such experience may be culled from articles from IE in Action or interviews with IE Field Experts. Tools may be in the format of job aids, learning guides, handbooks, or a “desk reference.” Tools must be formatted to meet requirements for upload to IE Intranet web site (including 508 Compliance).</p>				
	<p>Deliverables: A. Package of 1-3 tools (Provide pricing per set)</p>				
0012	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to</p>	1.00	JB	_____	_____

exercise its options to perform these tasks.

6.10 (OPTIONAL) UPDATE AND/OR SUPPLEMENT IE PRIMERS

Based on ongoing needs assessment and feedback from the field, identify and then produce supplemental materials that update the current IE primers.

Supplemental materials will be used as needed to fill knowledge or performance gaps, provide clarifying examples, and/or provide additional information to make primer materials relevant to additional VA audiences (e.g., specific practitioner groups). Updates and supplements will be based on information gathered about the IE experience to date that have surfaced during weekly Technical Assistance Calls, IE Site Visits, VISN IE POC Meetings, or other feedback received on IE program effectiveness (e.g., interviews of field staff). Materials created for this deliverable may be used in future tasks for comprehensive revision of the IE primers.

Preparatory work for revision of the Preventive Ethics Primer (<http://www.ethics.va.gov/PEprimer.pdf>) has been completed. The contractor will complete final thorough editing and revision of content and formatting of document to meet all IE document requirements. All revision steps required to complete revision of Ethical Leadership Primer (http://www.ethics.va.gov/docs/integratedethics/Ethical_Leadership_Fostering_an_Ethical_Environment_and_Culture_20070808.pdf). Tasks include review of ethical leadership related literature, collation of feedback on the value and utility of current primer, revision based on review of current IE materials, formatting, editing, and design to meet IE document requirements.

Deliverables:

- A. PE Primer revision (Price Separately)
- B. EL Primer revision (Price Separately)
- C. Supplemental tools and materials for IE Primers; 1-3 tools (Provide pricing per tool)

0013	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.11 (OPTIONAL) REVISE PE BTB TRAINING MODULES FOR RELEASE AS VIRTUAL TELECONFERENCE BASED TRAINING</p> <p>Using the materials developed in Base Year Deliverable Four and or previously developed PE BTB Training content</p>	1.00	JB	
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(http://vaww.ethics.va.gov/ETHICS/PE_Btb.asp)
 repurpose the PE BTB training materials for delivery using a virtual teleconference approach. VHA uses the Microsoft Blackboard and/or Adobe Connect program. Delivery of the training would be conducted using a combination of Blackboard and/or Adobe Connect and teleconference. Revisions to materials may include: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. Learning design approach should be based on ethics training expertise and knowledge of how best deliver these materials using a virtual teleconference in Blackboard and/or Adobe Connect Format.

Deliverables:

- A. Revised PE BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. (Provide pricing per module)
- B. 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module)

0014	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.12 (OPTIONAL) ACTION KIT FOR ETHICAL LEADERSHIP Based on information captured in task 6.6 (Capture Strong Ethical Leadership Practices from High Performing IE Field Sites) develop “Action Kits” to guide implementation of identified strong ethical leadership practices. “Action Kits” are one to five page descriptions of the actions taken/activities developed by the facility, “words of wisdom” about what worked well and barriers encountered while undertaking the actions, what outcomes occurred after the action (and how it was known that a positive impact occurred), and brief references to relevant literature that provides support for the concept. Topics will be selected with guidance of the IE Chief. Pricing should be for sets of 1-2 guides. Action kits should meet all standards for posting on the internet and intranet sites.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> A. Set of 1-2 Action Kits. (Provide pricing per set) 	1.00	JB	_____	_____
0015	<p>In Accordance with the PWS Section 6.0 Specific Tasks</p>	1.00	JB	_____	_____

and Deliverables. (OPTIONAL)

This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.13 (OPTIONAL) ETHICS EDUCATION DESIGN AND TRANSLATION

NCEHC has a need to develop educational tools on general topics in health care ethics, depending on VA staff needs identified through NCEHC data review. The contractor will support development of educational tools on general ethics in health care topics (e.g., informed consent, advanced care planning). Tools developed will follow the design standards outlined in Ethics Consultation and Preventive Ethics Beyond the Basics but with modification as appropriate for proposed content. The contractor will provide thorough review of learning design, appropriateness of content design and advise about the best modality for delivery (e.g., in-person, webinar, interactive virtual training such as through Adobe Connect, train the trainer). The contractor will develop all relevant materials such as faculty guides, slides, user workbooks/tools.

Deliverables:

- A. Ethics Education Modules (Provide pricing per module)
- B. Up to 5 minutes of video per module (Provide pricing per module)

0016	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.14 (OPTIONAL) SUPPORT MATERIALS TO ASSIST FIELD STAFF IN USING IEWEB</p> <p>IE Web is a web-based program currently in development. The goal of IEWeb is to provide an IT solution that facilitates the process, documentation, analysis, and reporting of ethics consultation and preventive ethics activities.</p> <p>The contractor will review the electronic software product and develop handouts, “How-To” guides and job aids to support IE field staff that will enable them to make most efficient and effective use of the IEWeb package.</p> <p>The contractor will work with NCEHC content experts to develop each tool, manage timelines to assure product development and achievement, identify adult learning principles to guide best “How-to Use” tool design, and format the tool to meet requirements for upload to IE</p>	1.00	JB	
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Intranet and Internet web site (including 508 Compliance).

Deliverables:

A. IEWeb How-to Guide and Tools

0017	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.15 (OPTIONAL) ADVANCED ETHICS CONSULTATION BEYOND THE BASICS (EC BTB) TRAINING MODULES</p> <p>Develop advanced training in EC. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all VHA facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and the CASES approach can be found at http://www.ethics.va.gov/integratedethics/ecc.asp</p> <p>NCEHC developed EC BTB in 2008, and used the materials in face-to-face training sessions that occurred from 2008-2010. The objective was to enhance IE ethics consultant understanding of specific aspects of the CASES approach that were each captured in one of six modules.</p> <p>New EC BTB training modules will cover 4-6 new critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic.</p> <p>The target audience for the training will be EC Coordinators and core EC Service team members. This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years.</p> <p>The materials will also need to be adapted for use by EC Services teams throughout the system and external to VA and for posting on the NCEHC Internet and Intranet web sites.</p> <p>Based on detailed descriptions and outlines for educational products, develop the modules including development and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts and related materials.</p>	1.00	JB		
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Deliverables:

A. Learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites. Up to four modules (Provide pricing per module)

<p>0018</p>	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.16 (OPTIONAL) REVISE AND UPDATE EC BTB OR PE BTB TRAINING MODULES Using feedback and lessons learned in the initial training session and building on the previously created materials, the contractor will work with revise and update the EC BTB or PE BTB training materials. This will include review and analysis of feedback received from IE staff and EC BTB attendees and development of refined and updated materials that meet needs or fill gaps identified in the initial training session.</p> <p>Deliverables: A. Revised module based on testing of module to include all design and packaging of all training materials.</p>	<p>1.00 JB</p>	<p>_____</p>	<p>_____</p>
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<p>0019</p>	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.17 (OPTIONAL) REVISE AND REVAMP THE IE ETHICS TOPICS ONLINE MODULES Between 2006 and 2008, NCEHC developed case-based online educational modules for specific ethics content domains. These online modules require revision to update specific content to bring it in line with current subject matter standards, revise formatting (e.g., formatting, contact information), update technical structure to work on current VA TMS learning system. NCEHC will provide subject matter experts (NCEHC staff or IE Field staff) to review and identify improvements and updates needed to the current IE online modules. Updates and revisions could include development of new educational cases, new explanatory text, technical modifications of the structure to meet VHA online material requirements, or other revisions as needed. A detailed description of Ethics Education and accompanying materials can be found at</p>	<p>1.00 JB</p>	<p>_____</p>	<p>_____</p>
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<http://vaww.ethics.va.gov/integratedethics/onlinemodules.asp>. All revisions must be approved by NCEHC staff.

Deliverables:

A. Revised online modules (Provide pricing per module)

0020	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p>	1.00 JB	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>		
	<p>6.18 (OPTIONAL) CREATE ETHICS CONSULTATION CASE AND/OR PREVENTIVE ETHICS IMPROVEMENT CYCLE SELF-LEAD ONLINE MODULES</p>		
	<p>IE Ethics Consultation and Preventive Ethics Teams have been using the IE CASES and ISSUES Approaches to ethics consultation and preventive ethics since 2007. While a range of group learning is available through the Beyond the Basics training programs, no individual, self-guided training is available to teach IE field staff how to follow the processes. The contractor will develop self-guided online case-based learning modules. Each module would allow the learner to “choose your own adventure;” starting from an initial intake scenario, the learner will be called upon to select among potential viable options at multiple decision points to eventually create a high quality ethics consultation analysis or preventive ethics ISSUES cycle. Learning modules will teach CASES or ISSUES approach and key ethics concepts (e.g., concepts regarding use of advance directives or protection of patient privacy). A goal of the teaching approach should be to help learners identify ways that an ethics consultation or improvement cycle can “go wrong” if the approach is not followed and/or appropriate questions are not asked. Material is intended to be self-guided and self-contained learning. Training should include links to relevant source materials (e.g., VA policies, IE Primers). Source material is derived from IE Primers and tools as well as VA policies and guidance and other ethics standard sources as appropriate. NCEHC will provide subject matter expertise from NCEHC or IE Field Staff. Online modules should be designed for upload into the VA TMS system with all appropriate technical requirements and compliance for placement on the VA Internet and Intranet systems. The contractor will develop a print-only version that includes all choice options but which can be used outside of the TMS system/online system.</p>		

Deliverables:

- A. Case-based “choose your own adventure” learning modules designed to meet learning objectives and fully formatted for upload on VA TMS systems. Up to four modules (Provide pricing per module)
- B. Print document formatted for internet/intranet upload that includes all content in learning module but which can be used outside the online system.

0021	Base year	7.00	EA	_____	_____
	Travel Expenses				
	TOTAL BASE YEAR PRICE WITHOUT OPTIONAL TASKS/DELIVERABLES			_____	

1001 OPTION YEAR 1

1.00 JB

In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.

This request funds a contract to provide new and updated state of the art formal program materials, supporting tools, and enhanced direct technical assistance and support to field based IntegratedEthics (IE) practitioners. These tools and materials will be utilized by local IE programs to continue to improve ethics quality in health care for Veterans.

6.1 PROJECT MANAGEMENT

6.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the contractor’s approach, timeline and tools to be used in execution of this effort. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The initial baseline CPMP shall be concurred upon and updated monthly thereafter. The contractor shall update and maintain the VA PM approved CPMP throughout the PoP.

Deliverable:

- A. Contractor Project Management Plan

1002 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.

1.00 JB

6.1.2 KICKOFF MEETING

The contractor shall hold a technical kickoff meeting within ten (10) days after award. The contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. The contractor shall specify dates, locations (can be virtual), agenda (shall be provided to all attendees at least five calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three calendar days after the meeting). The contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), Contracting Officer Representative (COR), and VA Program Manager.

Deliverables:

- A. Kickoff Meeting Agenda
- B. Kickoff Meeting Minutes

1003 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. 1.00 JB _____

6.1.3 WEEKLY PROJECT MANAGEMENT MEETING (BASE AND EACH OPTION YEAR)

The contractor shall participate in weekly teleconference meetings to discuss project management and status and report on any issues that arose during the previous week. The contractor shall document and provide meeting minutes that contain any areas of importance, relevant problem/action logs, descriptions of problems, meeting action items, and all outcomes from the meetings.

Deliverable:

- A. Weekly Project Management Minutes

1004 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. 1.00 JB _____

6.2 COMPREHENSIVE TRAINING CATALOG OF IE AND NCEHC EDUCATIONAL OFFERINGS

In the past 10 years, NCEHC created over 100 educational tools and materials. While the materials are available on the NCEHC Internet and Intranet sites, there is no comprehensive catalog of materials that makes it easy to identify materials by intended audience, knowledge or skill gap targeted. Creating of a comprehensive catalog will allow VA field staff to most easily find and choose from available products to meet their training needs.

Educational offerings to be cataloged include face-to-face trainings, online training modules, podcasts, multimedia presentations, newsletters, tools, activities, articles, and any other educational resource. Catalog information should include:

- product title and location (e.g., online link, TMS catalog number)
- intended audience
- knowledge or skill gap attempting to be filled
- date offering was created and/or last revised
- type of offering (e.g., tool, activity, training)
- list of additional resources accompanying or associated with offering
- type of evaluation associated with offering
- other categories as determined by and with NCEHC staff

The catalog should be formatted to enable easy linking (i.e., via hyperlinks) to offerings (when applicable). It should be designed so that future educational offerings can be added to the catalog by NCEHC staff and contractor as needed. It should be easily searchable by NCEHC and/or VA Field staff and meet standards for

508 Compliance.

Deliverable:

A. Comprehensive catalog of NCEHC educational offerings

1005	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.</p> <p>6.3 DEVELOP EDUCATIONAL MATERIALS HIGHLIGHTING IE BEST PRACTICES IN THE FIELD (BASE AND EACH OPTION YEAR)</p> <p>This task involves identification of IE best practices in the field that can then be integrated into educational materials that will be shared and spread across VHA. The contractor will interview IE practitioners in the field who have been successful in implementing improvements in ethics quality within their organizations by utilizing the IE materials and/or processes. The purpose of these interviews is to identify and document results of IntegratedEthics® best practices and to gather narratives that can be used in the production of a variety of IE products, in particular the bi-monthly newsletter, IE In Action. Products to date are available at the IE website found at: http://www.ethics.va.gov/integratedethics/IEAction.asp. Successful completion of this task will include the following steps:</p> <ol style="list-style-type: none"> a) Utilizing feedback and direction from NCEHC, identify potential best practices through analysis of a variety of resources that include: <ul style="list-style-type: none"> • Updated results and findings from the 2014 IntegratedEthics® Staff Survey (IESS) and/or subsequent survey administrations • IE Facility Workbook Reports • New content provided by facilities on the IE SharePoint site • Sources as identified by NCEHC b) Interview the identified IE field practitioners to document and gather narratives about best practices. c) Working with subject matter experts (SME) within NCEHC use these narratives as the basis for the compilation of key learnings. These key learnings will be used as a basis for publication of six issues of the NCEHC publication IE In Action. The contractor will write and edit articles for IE In Action. These articles will incorporate adult learning principles to meet identified audience needs. d) For each issue of IE in Action, the contractor will provide a list of suggestions or proposed tools that can be used to adapt or tailor the key learnings and narratives gathered for this task for use in additional deliverables in other formats such as tip sheets, audio 	1.00	JB	_____	_____
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testimonials, website content, or in posters/brochures. The contractor will manage all tasks to support development of this newsletter including development of a story list, work with NCEHC staff as appropriate on design changes/updates, obtain approvals from articles from SME (NCEHC and VA IE Field staff), edit, format, and design to meet standards for 508 Compliance.

Deliverables:

A. Six complete issues of IE in Action, fully formatted as noted above plus learning suggestions for additional tools or materials based on learning experiences from that specific issue or across several issues of IE in Action.

1006	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>	1.00	JB	_____	_____
	<p>6.4 (OPTIONAL) REVIEW AND SUMMARIZE PREVENTIVE ETHICS STORYBOARDS, ETHICAL LEADERSHIP IMPROVEMENT PROJECTS AND VISN CROSS-CUTTING ISSUES: IDENTIFY PROMISING PRACTICES Facility based PE teams are required to upload a minimum of two storyboards annually to the PE list on the VISN and Facility IE SharePoint site. Facility IE Councils are required to upload an ethical leadership improvement project annually. By the end of FY 2014 there will be more than 1,000 storyboards and Ethical Leadership Improvement projects uploaded to this site. Additionally, VISN are required to annually submit reports on cross-cutting issues that impact multiple facilities. These storyboards and VISN cross-cutting issues represent a wealth of ethics improvement activities across the full range of health care ethics domains. The purpose of this task is to summarize ethics improvement activities and identify strong practices for dissemination to both the IE community and for external use. This task builds on content included in the Preventive Ethics and Ethical Leadership materials developed by NCEHC and the current contractor. This work will be organized by domain and topic within one domain and/or all ethical leadership improvement projects (approximately 140) addressed in that year. This effort is part of building a learning community and helping the field to learn from each other. Under the direction of the Preventive Ethics Manager or IE Chief, tasks required of the contractor include: a) Review collected Preventive Ethics</p>				

Storyboards, Ethical Leadership Improvement Projects and/or VISN Cross-Cutting Issues by ethics domain and topic

- b) Identify similar issues found in the documents reviewed
- c) Summarize outcomes from the documents reviewed
- d) Identify and describe change strategies that improved ethics quality

Deliverables:

- A. Qualitative Summary Report of Findings (including summary tables)
- B. List of specific storyboards and cross-cutting issues with strong outcomes and/or promising change strategies with contacts identified

1007	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.5 (OPTIONAL) DEVELOP ADVANCED PREVENTIVE ETHICS BEYOND THE BASICS (PE BTB) TRAINING MODULES</p> <p>Develop advanced training in PE. PE improves health care quality by helping VA staff address ethics quality gaps. PE Teams in all of our 153 facilities use the ISSUES approach includes the following steps: Identify the issue, study the issue, select a strategy, undertake a plan, evaluate and adjust and sustain and spread. A detailed description of PE and the ISSUES approach can be found at: http://www.ethics.va.gov/integratedethics/pec.asp. NCEHC developed the original six PE BTB modules in 2011, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance PE team member understanding of specific aspects of the ISSUES approach that were each captured in the six modules. New PE BTB training modules will cover up to 4 new critical topic areas within PE and provide the equivalent of up to 2 hours of instruction per module developed. Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic. Development of each module will be consecutive depending on NCEHC staffing resources. Pricing must be noted per module. The target audience for the training will be PE Team members throughout the VA system and external to VA. This ideal participant for this training shall have completed basic training in preventive ethics (PE Primer</p>	1.00	JB	
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and associated video training), may or may not have taken the original PE BTB training, and have been in their ethics related roles for 1-3 years.

The training objective will be to add to concepts presented in previous PE BTB training and as identified by NCEHC.

Based on detailed descriptions and outlines for educational products, the contractor will develop the modules including creation, design and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts, and related materials. The contractor will be required to develop a detailed outline and timeline that includes completion of the live presentations and post training placement on Internet and VHA intranet sites. NCEHC will provide subject matter expertise from NCEHC and/or IE Field staff resources.

Training must meet the educational needs of the critical primary (attendees), secondary and tertiary audiences (virtual self-learners) for the PE BTB training.

Successful PE BTB training will need to be tailored to meet the needs of a wide range of PE field practitioners. The PE BTB attendees will need to be informed and motivated to share their knowledge and experience with PE practitioners who are not available to attend the training.

After review of chosen subject matter, the contractor must suggest appropriate educational design(s), supported by evidence and experience in educational instruction and change management, for materials and presentations that will successfully communicate the desired PE concepts and information to each audience given NCEHC budget, staffing, and timeline. The contractor will provide detailed descriptions and outlines for the educational modules based on the audience, messages, concepts, and educational modalities chosen to support PE BTB.

Delivery method (e.g. In-person, virtual teleconference, online module or other means) should recognize that travel money may be limited. If in-person training is developed the modules need to be designed for small groups (not to exceed 40 participants) in a workshop setting.

Materials must be ready for posting on the NCEHC Internet and Intranet web sites (e.g., ensuring 508 compliance).

Deliverables:

A. Up to 4 learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites.(Provide pricing per module)

1008	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)	1.00 JB	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>		
	<p>6.6 (OPTIONAL) REVISE ETHICS CONSULTATION BTB TRAINING MODULES FOR RELEASE AS VIRTUAL TELECONFERENCE TRAINING</p>		
	<p>Using the materials developed for the original EC BTB (http://www.ethics.va.gov/EC_Btb.asp), the contractor will repurpose the EC BTB training materials for delivery using a virtual teleconference or webinar approach. EC BTB provides advanced training in ethics consultation concepts. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all of our 153 facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and the CASES approach can be found at http://www.ethics.va.gov/IntegratedEthics/ECC.asp. NCEHC developed EC BTB I in 2010, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance IE ethics consultant understanding of specific aspects of the CASES approach that were each captured in one of six modules. EC BTB training modules cover 6 critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area has a separate module consisting of didactic instruction and experiential activities related to the topic. The contractor will take the currently available modules and translate them into a virtual training approach. The target audience for the training will be EC Coordinators and core EC Service team members throughout the VA system and external to VA (same as for the current in-person EC BTB training). This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years. The current contractor has completed translation of two of the six modules into a design using the Blackboard Learning Program. This activity will be to translate the remaining four modules (and any modules developed in the future) into virtual training using the Blackboard Learning Program and teleconference.</p>		

Deliverables:

- A. Revised EC BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, and revised facilitator instructions. (Provide per module pricing.)
- B. (OPTIONAL) 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module)

1009	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)	1.00	JB	
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This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.7 (OPTIONAL) CAPTURE STRONG ETHICAL LEADERSHIP PRACTICES FROM HIGH PERFORMING IE FIELD SITES

Since 2008, IE facilities have been implementing a range of activities to improve ethical leadership behaviors in facilities. Data from the IE Staff Survey (2008-2014) has indicated that some facilities have higher ethical leadership scores than others. The contractor will conduct telephone interviews with leaders in high performing facilities to develop a report that identifies and describes best practices related to Ethical Leadership that have been locally implemented. Facilities and interview contacts will be developed under the direction of the IE Chief.

Deliverables:

- A. Interview Questionnaire based on questions used in the IE Site Visit protocol.
- B. List identifying up to 25 sites with strong ethical leadership scores to propose as interview sites. List and final site selection will be based on data from the 2014 IE Staff survey, plus relevant IE data (e.g., questions from IE Facility Workbook).
- C. Draft contact letters and outreach materials explaining project
- D. Detailed notes of interviews with up to 12 sites (up to 3 leaders per site) that captures essential interview content and summarizes data including themes and quotes. Interview notes should be fully reviewable by NCEHC staff for agreement on themes and concepts. Word for word transcription of interview notes is not required.
- E. Final Report documenting findings and providing recommendations for activities that could be shared across VHA.

1010	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)	1.00	JB	
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This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.8 (OPTIONAL) ETHICAL LEADERSHIP EDUCATIONAL MATERIALS FOR SENIOR LEADERS

Develop educational materials that senior leaders and mid-level managers in VHA can use directly to improve the ethics environment and culture in their organizations. The contractor will develop tools to address identified learning needs. The contractor will develop a list of potential educational materials/tools based on review of materials including:

- Feedback received from Senior Leaders
- Results of the IESS (to include trends from prior years)
- IE Facility Workbook Reports
- Relevant texts and materials in the academic and business literature
- Sources as identified by NCEHC

After review of the materials, the contractor will develop a list of suggested educational materials/tools. Depending on suggested training content and field learning needs based on data review, the contractor will provide appropriate learning design for each tool. Educational materials may include 15-minute discussion activities, journal club discussions of a relevant article or audio/video from publically available source, etc. Activities should be well designed based on adult education principles. Each tool must follow IE tool and materials standards and meet standards for 508 Compliance. Sample materials developed by current contractor can be found at <http://www.ethics.va.gov/integratedethics/elc.asp>.

Deliverables:

- A. List of suggested learning materials based on data review to include: audience, learning objectives, learning design/approach, and other relevant information.
- B. Four educational tools (one per quarter)

1011	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)	1.00	JB	
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This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.9 (OPTIONAL) SUPPORTIVE MATERIALS

TO ASSIST FIELD STAFF TO USE IE DATA TOOLS

IE Field staff members need training tools that enable them to make most efficient and effective use of the data in the IE staff survey, IE Facility Workbook, EC Proficiency Assessment Tool, the EL Self-Assessment, or any other IE data tool. Development of these “How to Use” Guides will be based on review of materials used in health care for this purpose (e.g., tools for how to use benchmark reports) and adult learning principles. Tools may also compile learning across multiple IE materials and guides (e.g., primers, videos, educational materials) into curriculum outlines or other “How to Use” tools based on specific cross-cutting topics (e.g., organizational learning, publicizing IE). If appropriate, tools should include ideas or feedback from IE field sites based on actual experience. Such experience may be culled from articles from IE in Action or interviews with IE Field Experts. Tools may be in the format of job aids, learning guides, handbooks, or a “desk reference.” Tools must be formatted to meet requirements for upload to IE Intranet web site (including 508 Compliance).

Deliverables:

- A. Package of 1-3 tools (Provide pricing per set)

1012	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.10 (OPTIONAL) UPDATE AND/OR SUPPLEMENT IE PRIMERS</p> <p>Based on ongoing needs assessment and feedback from the field, identify and then produce supplemental materials that update the current IE primers. Supplemental materials will be used as needed to fill knowledge or performance gaps, provide clarifying examples, and/or provide additional information to make primer materials relevant to additional VA audiences (e.g., specific practitioner groups). Updates and supplements will be based on information gathered about the IE experience to date that have surfaced during weekly Technical Assistance Calls, IE Site Visits, VISN IE POC Meetings, or other feedback received on IE program effectiveness (e.g., interviews of field staff). Materials created for this deliverable may be used in future tasks for comprehensive revision of the IE primers.</p> <p>Preparatory work for revision of the Preventive Ethics Primer (http://www.ethics.va.gov/PEprimer.pdf) has been completed. The contractor will complete final</p>	1.00	JB	
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thorough editing and revision of content and formatting of document to meet all IE document requirements. All revision steps required to complete revision of Ethical Leadership Primer
 (http://www.ethics.va.gov/docs/integratedethics/Ethical_Leadership_Fostering_an_Ethical_Environment_and_Culture_20070808.pdf). Tasks include review of ethical leadership related literature, collation of feedback on the value and utility of current primer, revision based on review of current IE materials, formatting, editing, and design to meet IE document requirements.

Deliverables:

- A. PE Primer revision (Price Separately)
- B. EL Primer revision (Price Separately)
- C. Supplemental tools and materials for IE Primers; 1-3 tools (Provide pricing per tool)

1013	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.11 (OPTIONAL) REVISE PE BTB TRAINING MODULES FOR RELEASE AS VIRTUAL TELECONFERENCE BASED TRAINING Using the materials developed in Base Year Deliverable Four and or previously developed PE BTB Training content (http://vaww.ethics.va.gov/ETHICS/PE_Btb.asp) repurpose the PE BTB training materials for delivery using a virtual teleconference approach. VHA uses the Microsoft Blackboard and/or Adobe Connect program. Delivery of the training would be conducted using a combination of Blackboard and/or Adobe Connect and teleconference. Revisions to materials may include: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. Learning design approach should be based on ethics training expertise and knowledge of how best deliver these materials using a virtual teleconference in Blackboard and/or Adobe Connect Format.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> A. Revised PE BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. (Provide pricing per module) B. 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the 	1.00	JB	
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learning process. (Provide pricing per module)

1014	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.12 (OPTIONAL) ACTION KIT FOR ETHICAL LEADERSHIP</p> <p>Based on information captured in task 6.6 (Capture Strong Ethical Leadership Practices from High Performing IE Field Sites) develop “Action Kits” to guide implementation of identified strong ethical leadership practices. “Action Kits” are one to five page descriptions of the actions taken/activities developed by the facility, “words of wisdom” about what worked well and barriers encountered while undertaking the actions, what outcomes occurred after the action (and how it was known that a positive impact occurred), and brief references to relevant literature that provides support for the concept. Topics will be selected with guidance of the IE Chief. Pricing should be for sets of 1-2 guides. Action kits should meet all standards for posting on the internet and intranet sites.</p> <p>Deliverables:</p> <p>A. Set of 1-2 Action Kits. (Provide pricing per set)</p>	1.00	JB	_____	_____
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1015	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.13 (OPTIONAL) ETHICS EDUCATION DESIGN AND TRANSLATION</p> <p>NCEHC has a need to develop educational tools on general topics in health care ethics, depending on VA staff needs identified through NCEHC data review. The contractor will support development of educational tools on general ethics in health care topics (e.g., informed consent, advanced care planning). Tools developed will follow the design standards outlined in Ethics Consultation and Preventive Ethics Beyond the Basics but with modification as appropriate for proposed content. The contractor will provide thorough review of learning design, appropriateness of content design and advise about the best modality for delivery (e.g., in-person, webinar, interactive virtual training such as through Adobe Connect, train the trainer). The contractor will develop all relevant materials such as faculty guides, slides, user workbooks/tools.</p>	1.00	JB	_____	_____
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Deliverables:

- A. Ethics Education Modules (Provide pricing per module)
- B. Up to 5 minutes of video per module (Provide pricing per module)

1016	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.14 (OPTIONAL) SUPPORT MATERIALS TO ASSIST FIELD STAFF IN USING IEWEB</p> <p>IE Web is a web-based program currently in development. The goal of IEWeb is to provide an IT solution that facilitates the process, documentation, analysis, and reporting of ethics consultation and preventive ethics activities.</p> <p>The contractor will review the electronic software product and develop handouts, “How-To” guides and job aids to support IE field staff that will enable them to make most efficient and effective use of the IEWeb package.</p> <p>The contractor will work with NCEHC content experts to develop each tool, manage timelines to assure product development and achievement, identify adult learning principles to guide best “How-to Use” tool design, and format the tool to meet requirements for upload to IE Intranet and Internet web site (including 508 Compliance).</p> <p>Deliverables:</p> <ul style="list-style-type: none"> A. IEWeb How-to Guide and Tools 	1.00	JB	_____	_____
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1017	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.15 (OPTIONAL) ADVANCED ETHICS CONSULTATION BEYOND THE BASICS (EC BTB) TRAINING MODULES</p> <p>Develop advanced training in EC. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all VHA facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and</p>	1.00	JB	_____	_____
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the CASES approach can be found at <http://www.ethics.va.gov/integratedethics/ecc.asp>
 NCEHC developed EC BTB in 2008, and used the materials in face-to-face training sessions that occurred from 2008-2010. The objective was to enhance IE ethics consultant understanding of specific aspects of the CASES approach that were each captured in one of six modules.

New EC BTB training modules will cover 4-6 new critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic.

The target audience for the training will be EC Coordinators and core EC Service team members. This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years.

The materials will also need to be adapted for use by EC Services teams throughout the system and external to VA and for posting on the NCEHC Internet and Intranet web sites.

Based on detailed descriptions and outlines for educational products, develop the modules including development and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts and related materials.

Deliverables:

- A. Learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites.
 Up to four modules (Provide pricing per module)

1018	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks. 6.16 (OPTIONAL) REVISE AND UPDATE EC BTB OR PE BTB TRAINING MODULES Using feedback and lessons learned in the initial training session and building on the previously created materials, the contractor will work with revise and update the EC BTB or PE BTB training materials. This will include review and analysis of feedback received from IE staff and EC BTB attendees and development of refined and updated materials that meet needs or fill gaps identified in the initial training session.	1.00	JB	_____	_____
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Deliverables:

A. Revised module based on testing of module to include all design and packaging of all training materials.

1019	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.17 (OPTIONAL) REVISE AND REVAMP THE IE ETHICS TOPICS ONLINE MODULES</p> <p>Between 2006 and 2008, NCEHC developed case-based online educational modules for specific ethics content domains. These online modules require revision to update specific content to bring it in line with current subject matter standards, revise formatting (e.g., formatting, contact information), update technical structure to work on current VA TMS learning system. NCEHC will provide subject matter experts (NCEHC staff or IE Field staff) to review and identify improvements and updates needed to the current IE online modules. Updates and revisions could include development of new educational cases, new explanatory text, technical modifications of the structure to meet VHA online material requirements, or other revisions as needed. A detailed description of Ethics Education and accompanying materials can be found at http://vaww.ethics.va.gov/integratedethics/onlinemodule.s.asp. All revisions must be approved by NCEHC staff.</p> <p>Deliverables:</p> <p>A. Revised online modules (Provide pricing per module)</p>	1.00	JB	_____	_____
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1020	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.18 (OPTIONAL) CREATE ETHICS CONSULTATION CASE AND/OR PREVENTIVE ETHICS IMPROVEMENT CYCLE SELF-LEAD ONLINE MODULES</p> <p>IE Ethics Consultation and Preventive Ethics Teams have been using the IE CASES and ISSUES Approaches to ethics consultation and preventive ethics since 2007. While a range of group learning is available through the Beyond the Basics training programs, no individual, self-guided training is available to teach IE</p>	1.00	JB	_____	_____
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field staff how to follow the processes. The contractor will develop self-guided online case-based learning modules. Each module would allow the learner to “choose your own adventure;” starting from an initial intake scenario, the learner will be called upon to select among potential viable options at multiple decision points to eventually create a high quality ethics consultation analysis or preventive ethics ISSUES cycle. Learning modules will teach CASES or ISSUES approach and key ethics concepts (e.g., concepts regarding use of advance directives or protection of patient privacy). A goal of the teaching approach should be to help learners identify ways that an ethics consultation or improvement cycle can “go wrong” if the approach is not followed and/or appropriate questions are not asked. Material is intended to be self-guided and self-contained learning. Training should include links to relevant source materials (e.g., VA policies, IE Primers). Source material is derived from IE Primers and tools as well as VA policies and guidance and other ethics standard sources as appropriate. NCEHC will provide subject matter expertise from NCEHC or IE Field Staff. Online modules should be designed for upload into the VA TMS system with all appropriate technical requirements and compliance for placement on the VA Internet and Intranet systems. The contractor will develop a print-only version that includes all choice options but which can be used outside of the TMS system/online system.

Deliverables:

- A. Case-based “choose your own adventure” learning modules designed to meet learning objectives and fully formatted for upload on VA TMS systems. Up to four modules (Provide pricing per module)
- B. Print document formatted for internet/intranet upload that includes all content in learning module but which can be used outside the online system.

1021	OPTION YEAR 1 Travel Expenses	7.00	EA	_____	_____
	TOTAL OPTION YEAR 1 PRICE WITHOUT OPTIONAL TASKS/DELIVERABLES			_____	
2001	OPTION YEAR 2 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. This request funds a contract to provide new and	1.00	JB	_____	_____

updated state of the art formal program materials, supporting tools, and enhanced direct technical assistance and support to field based IntegratedEthics (IE) practitioners. These tools and materials will be utilized by local IE programs to continue to improve ethics quality in health care for Veterans.

6.1 PROJECT MANAGEMENT
6.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the contractor’s approach, timeline and tools to be used in execution of this effort. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The initial baseline CPMP shall be concurred upon and updated monthly thereafter. The contractor shall update and maintain the VA PM approved CPMP throughout the PoP.

- Deliverable:
A. Contractor Project Management Plan

2002	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.	1.00	JB		
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6.1.2 KICKOFF MEETING
The contractor shall hold a technical kickoff meeting within ten (10) days after award. The contractor shall present, for review and approval by the Government, the details of the intended approach, work plan, and project schedule for each effort. The contractor shall specify dates, locations (can be virtual), agenda (shall be provided to all attendees at least five calendar days prior to the meeting), and meeting minutes (shall be provided to all attendees within three calendar days after the meeting). The contractor shall invite the Contracting Officer (CO), Contract Specialist (CS), Contracting Officer Representative (COR), and VA Program Manager.

- Deliverables:
A. Kickoff Meeting Agenda
B. Kickoff Meeting Minutes

2003	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.	1.00	JB		
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6.1.3 WEEKLY PROJECT MANAGEMENT MEETING (BASE AND EACH OPTION YEAR)
The contractor shall participate in weekly teleconference

meetings to discuss project management and status and report on any issues that arose during the previous week. The contractor shall document and provide meeting minutes that contain any areas of importance, relevant problem/action logs, descriptions of problems, meeting action items, and all outcomes from the meetings.

Deliverable:

- A. Weekly Project Management Minutes

2004 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. 1.00 JB _____

6.2 COMPREHENSIVE TRAINING CATALOG OF IE AND NCEHC EDUCATIONAL OFFERINGS

In the past 10 years, NCEHC created over 100 educational tools and materials. While the materials are available on the NCEHC Internet and Intranet sites, there is no comprehensive catalog of materials that makes it easy to identify materials by intended audience, knowledge or skill gap targeted. Creating of a comprehensive catalog will allow VA field staff to most easily find and choose from available products to meet their training needs.

Educational offerings to be cataloged include face-to-face trainings, online training modules, podcasts, multimedia presentations, newsletters, tools, activities, articles, and any other educational resource. Catalog information should include:

- product title and location (e.g., online link, TMS catalog number)
- intended audience
- knowledge or skill gap attempting to be filled
- date offering was created and/or last revised
- type of offering (e.g., tool, activity, training)
- list of additional resources accompanying or associated with offering
- type of evaluation associated with offering
- other categories as determined by and with NCEHC staff

The catalog should be formatted to enable easy linking (i.e., via hyperlinks) to offerings (when applicable). It should be designed so that future educational offerings can be added to the catalog by NCEHC staff and contractor as needed. It should be easily searchable by NCEHC and/or VA Field staff and meet standards for 508 Compliance.

Deliverable:

- A. Comprehensive catalog of NCEHC educational offerings

2005 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables.

1.00 JB

6.3 DEVELOP EDUCATIONAL MATERIALS HIGHLIGHTING IE BEST PRACTICES IN THE FIELD (BASE AND EACH OPTION YEAR)

This task involves identification of IE best practices in the field that can then be integrated into educational materials that will be shared and spread across VHA. The contractor will interview IE practitioners in the field who have been successful in implementing improvements in ethics quality within their organizations by utilizing the IE materials and/or processes. The purpose of these interviews is to identify and document results of IntegratedEthics® best practices and to gather narratives that can be used in the production of a variety of IE products, in particular the bi-monthly newsletter, IE In Action. Products to date are available at the IE website found at:

<http://www.ethics.va.gov/integratedethics/IEAction.asp>.

Successful completion of this task will include the following steps:

- a) Utilizing feedback and direction from NCEHC, identify potential best practices through analysis of a variety of resources that include:
 - Updated results and findings from the 2014 IntegratedEthics® Staff Survey (IESS) and/or subsequent survey administrations
 - IE Facility Workbook Reports
 - New content provided by facilities on the IE SharePoint site
 - Sources as identified by NCEHC
- b) Interview the identified IE field practitioners to document and gather narratives about best practices.
- c) Working with subject matter experts (SME) within NCEHC use these narratives as the basis for the compilation of key learnings. These key learnings will be used as a basis for publication of six issues of the NCEHC publication IE In Action. The contractor will write and edit articles for IE In Action. These articles will incorporate adult learning principles to meet identified audience needs.
- d) For each issue of IE in Action, the contractor will provide a list of suggestions or proposed tools that can be used to adapt or tailor the key learnings and narratives gathered for this task for use in additional deliverables in other formats such as tip sheets, audio testimonials, website content, or in posters/brochures. The contractor will manage all tasks to support development of this newsletter including development of a story list, work with NCEHC staff as appropriate on design changes/updates, obtain approvals from articles from SME (NCEHC and VA IE Field staff), edit,

format, and design to meet standards for 508 Compliance.

Deliverables:

A. Six complete issues of IE in Action, fully formatted as noted above plus learning suggestions for additional tools or materials based on learning experiences from that specific issue or across several issues of IE in Action.

2006	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)	1.00	JB		
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This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.4 (OPTIONAL) REVIEW AND SUMMARIZE PREVENTIVE ETHICS STORYBOARDS, ETHICAL LEADERSHIP IMPROVEMENT PROJECTS AND VISN CROSS-CUTTING ISSUES: IDENTIFY PROMISING PRACTICES

Facility based PE teams are required to upload a minimum of two storyboards annually to the PE list on the VISN and Facility IE SharePoint site. Facility IE Councils are required to upload an ethical leadership improvement project annually. By the end of FY 2014 there will be more than 1,000 storyboards and Ethical Leadership Improvement projects uploaded to this site. Additionally, VISN are required to annually submit reports on cross-cutting issues that impact multiple facilities. These storyboards and VISN cross-cutting issues represent a wealth of ethics improvement activities across the full range of health care ethics domains. The purpose of this task is to summarize ethics improvement activities and identify strong practices for dissemination to both the IE community and for external use. This task builds on content included in the Preventive Ethics and Ethical Leadership materials developed by NCEHC and the current contractor. This work will be organized by domain and topic within one domain and/or all ethical leadership improvement projects (approximately 140) addressed in that year. This effort is part of building a learning community and helping the field to learn from each other. Under the direction of the Preventive Ethics Manager or IE Chief, tasks required of the contractor include:

- a) Review collected Preventive Ethics Storyboards, Ethical Leadership Improvement Projects and/or VISN Cross-Cutting Issues by ethics domain and topic
- b) Identify similar issues found in the documents reviewed
- c) Summarize outcomes from the documents

reviewed

d) Identify and describe change strategies that improved ethics quality

Deliverables:

A. Qualitative Summary Report of Findings (including summary tables)

B. List of specific storyboards and cross-cutting issues with strong outcomes and/or promising change strategies with contacts identified

2007	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p>	1.00	JB	_____	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>				
	<p>6.5 (OPTIONAL) DEVELOP ADVANCED PREVENTIVE ETHICS BEYOND THE BASICS (PE BTB) TRAINING MODULES</p>				
	<p>Develop advanced training in PE. PE improves health care quality by helping VA staff address ethics quality gaps. PE Teams in all of our 153 facilities use the ISSUES approach includes the following steps: Identify the issue, study the issue, select a strategy, undertake a plan, evaluate and adjust and sustain and spread. A detailed description of PE and the ISSUES approach can be found at:</p>				
	<p>http://www.ethics.va.gov/integratedethics/pec.asp.</p>				
	<p>NCEHC developed the original six PE BTB modules in 2011, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance PE team member understanding of specific aspects of the ISSUES approach that were each captured in the six modules.</p>				
	<p>New PE BTB training modules will cover up to 4 new critical topic areas within PE and provide the equivalent of up to 2 hours of instruction per module developed.</p>				
	<p>Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic. Development of each module will be consecutive depending on NCEHC staffing resources. Pricing must be noted per module.</p>				
	<p>The target audience for the training will be PE Team members throughout the VA system and external to VA.</p>				
	<p>This ideal participant for this training shall have completed basic training in preventive ethics (PE Primer and associated video training), may or may not have taken the original PE BTB training, and have been in their ethics related roles for 1-3 years.</p>				
	<p>The training objective will be to add to concepts presented in previous PE BTB training and as identified by NCEHC.</p>				

Based on detailed descriptions and outlines for educational products, the contractor will develop the modules including creation, design and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts, and related materials. The contractor will be required to develop a detailed outline and timeline that includes completion of the live presentations and post training placement on Internet and VHA intranet sites. NCEHC will provide subject matter expertise from NCEHC and/or IE Field staff resources.

Training must meet the educational needs of the critical primary (attendees), secondary and tertiary audiences (virtual self-learners) for the PE BTB training. Successful PE BTB training will need to be tailored to meet the needs of a wide range of PE field practitioners. The PE BTB attendees will need to be informed and motivated to share their knowledge and experience with PE practitioners who are not available to attend the training.

After review of chosen subject matter, the contractor must suggest appropriate educational design(s), supported by evidence and experience in educational instruction and change management, for materials and presentations that will successfully communicate the desired PE concepts and information to each audience given NCEHC budget, staffing, and timeline. The contractor will provide detailed descriptions and outlines for the educational modules based on the audience, messages, concepts, and educational modalities chosen to support PE BTB.

Delivery method (e.g. In-person, virtual teleconference, online module or other means) should recognize that travel money may be limited. If in-person training is developed the modules need to be designed for small groups (not to exceed 40 participants) in a workshop setting.

Materials must be ready for posting on the NCEHC Internet and Intranet web sites (e.g., ensuring 508 compliance).

Deliverables:

A. Up to 4 learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites.(Provide pricing per module)

2008	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.	1.00 JB	_____	_____
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6.6 (OPTIONAL) REVISE ETHICS
CONSULTATION BTB TRAINING MODULES FOR
RELEASE AS VIRTUAL TELECONFERENCE
TRAINING

Using the materials developed for the original EC BTB (http://www.ethics.va.gov/EC_Btb.asp), the contractor will repurpose the EC BTB training materials for delivery using a virtual teleconference or webinar approach. EC BTB provides advanced training in ethics consultation concepts. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all of our 153 facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and the CASES approach can be found at

<http://www.ethics.va.gov/IntegratedEthics/ECC.asp>.

NCEHC developed EC BTB I in 2010, and used the materials in face-to-face training sessions that occurred from 2010-2014. The objective was to enhance IE ethics consultant understanding of specific aspects of the CASES approach that were each captured in one of six modules. EC BTB training modules cover 6 critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area has a separate module consisting of didactic instruction and experiential activities related to the topic.

The contractor will take the currently available modules and translate them into a virtual training approach.

The target audience for the training will be EC Coordinators and core EC Service team members throughout the VA system and external to VA (same as for the current in-person EC BTB training). This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years.

The current contractor has completed translation of two of the six modules into a design using the Blackboard Learning Program. This activity will be to translate the remaining four modules (and any modules developed in the future) into virtual training using the Blackboard Learning Program and teleconference.

Deliverables:

A. Revised EC BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, and revised facilitator instructions. (Provide per module pricing.)

B. (OPTIONAL) 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module)

2009	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>	1.00	JB	_____	_____
	<p>6.7 (OPTIONAL) CAPTURE STRONG ETHICAL LEADERSHIP PRACTICES FROM HIGH PERFORMING IE FIELD SITES Since 2008, IE facilities have been implementing a range of activities to improve ethical leadership behaviors in facilities. Data from the IE Staff Survey (2008-2014) has indicated that some facilities have higher ethical leadership scores than others. The contractor will conduct telephone interviews with leaders in high performing facilities to develop a report that identifies and describes best practices related to Ethical Leadership that have been locally implemented. Facilities and interview contacts will be developed under the direction of the IE Chief.</p> <p>Deliverables:</p> <p>A. Interview Questionnaire based on questions used in the IE Site Visit protocol.</p> <p>B. List identifying up to 25 sites with strong ethical leadership scores to propose as interview sites. List and final site selection will be based on data from the 2014 IE Staff survey, plus relevant IE data (e.g., questions from IE Facility Workbook).</p> <p>C. Draft contact letters and outreach materials explaining project</p> <p>D. Detailed notes of interviews with up to 12 sites (up to 3 leaders per site) that captures essential interview content and summarizes data including themes and quotes. Interview notes should be fully reviewable by NCEHC staff for agreement on themes and concepts. Word for word transcription of interview notes is not required.</p> <p>E. Final Report documenting findings and providing recommendations for activities that could be shared across VHA.</p>				
2010	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>	1.00	JB	_____	_____

6.8 (OPTIONAL) ETHICAL LEADERSHIP EDUCATIONAL MATERIALS FOR SENIOR LEADERS

Develop educational materials that senior leaders and mid-level managers in VHA can use directly to improve the ethics environment and culture in their organizations. The contractor will develop tools to address identified learning needs. The contractor will develop a list of potential educational materials/tools based on review of materials including:

- Feedback received from Senior Leaders
- Results of the IESS (to include trends from prior years)
- IE Facility Workbook Reports
- Relevant texts and materials in the academic and business literature
- Sources as identified by NCEHC

After review of the materials, the contractor will develop a list of suggested educational materials/tools. Depending on suggested training content and field learning needs based on data review, the contractor will provide appropriate learning design for each tool. Educational materials may include 15-minute discussion activities, journal club discussions of a relevant article or audio/video from publically available source, etc. Activities should be well designed based on adult education principles. Each tool must follow IE tool and materials standards and meet standards for 508 Compliance. Sample materials developed by current contractor can be found at <http://www.ethics.va.gov/integratedethics/elc.asp>.

Deliverables:

- A. List of suggested learning materials based on data review to include: audience, learning objectives, learning design/approach, and other relevant information.
- B. Four educational tools (one per quarter)

2011	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p> <p>6.9 (OPTIONAL) SUPPORTIVE MATERIALS TO ASSIST FIELD STAFF TO USE IE DATA TOOLS</p> <p>IE Field staff members need training tools that enable them to make most efficient and effective use of the data in the IE staff survey, IE Facility Workbook, EC Proficiency Assessment Tool, the EL Self-Assessment, or any other IE data tool. Development of these “How</p>	1.00	JB	
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to Use” Guides will be based on review of materials used in health care for this purpose (e.g., tools for how to use benchmark reports) and adult learning principles. Tools may also compile learning across multiple IE materials and guides (e.g., primers, videos, educational materials) into curriculum outlines or other “How to Use” tools based on specific cross-cutting topics (e.g., organizational learning, publicizing IE). If appropriate, tools should include ideas or feedback from IE field sites based on actual experience. Such experience may be culled from articles from IE in Action or interviews with IE Field Experts. Tools may be in the format of job aids, learning guides, handbooks, or a “desk reference.” Tools must be formatted to meet requirements for upload to IE Intranet web site (including 508 Compliance).

Deliverables:

- A. Package of 1-3 tools (Provide pricing per set)

2012 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) 1.00 JB _____

This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.10 (OPTIONAL) UPDATE AND/OR SUPPLEMENT IE PRIMERS

Based on ongoing needs assessment and feedback from the field, identify and then produce supplemental materials that update the current IE primers.

Supplemental materials will be used as needed to fill knowledge or performance gaps, provide clarifying examples, and/or provide additional information to make primer materials relevant to additional VA audiences (e.g., specific practitioner groups). Updates and supplements will be based on information gathered about the IE experience to date that have surfaced during weekly Technical Assistance Calls, IE Site Visits, VISN IE POC Meetings, or other feedback received on IE program effectiveness (e.g., interviews of field staff). Materials created for this deliverable may be used in future tasks for comprehensive revision of the IE primers.

Preparatory work for revision of the Preventive Ethics Primer (<http://www.ethics.va.gov/PEprimer.pdf>) has been completed. The contractor will complete final thorough editing and revision of content and formatting of document to meet all IE document requirements. All revision steps required to complete revision of Ethical Leadership Primer (http://www.ethics.va.gov/docs/integratedethics/Ethical_Leadership_Fostering_an_Ethical_Environment_and_C

ulture_20070808.pdf). Tasks include review of ethical leadership related literature, collation of feedback on the value and utility of current primer, revision based on review of current IE materials, formatting, editing, and design to meet IE document requirements.

Deliverables:

- A. PE Primer revision (Price Separately)
- B. EL Primer revision (Price Separately)
- C. Supplemental tools and materials for IE Primers; 1-3 tools (Provide pricing per tool)

2013	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>	1.00	JB	_____	_____
	<p>6.11 (OPTIONAL) REVISE PE BTB TRAINING MODULES FOR RELEASE AS VIRTUAL TELECONFERENCE BASED TRAINING</p> <p>Using the materials developed in Base Year Deliverable Four and or previously developed PE BTB Training content (http://vaww.ethics.va.gov/ETHICS/PE_Btb.asp) repurpose the PE BTB training materials for delivery using a virtual teleconference approach. VHA uses the Microsoft Blackboard and/or Adobe Connect program. Delivery of the training would be conducted using a combination of Blackboard and/or Adobe Connect and teleconference. Revisions to materials may include: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. Learning design approach should be based on ethics training expertise and knowledge of how best deliver these materials using a virtual teleconference in Blackboard and/or Adobe Connect Format.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> A. Revised PE BTB materials ready for use in Blackboard Learning Program including: new exercises or new approaches to exercises, redesign of participant handouts, revised facilitator instructions. (Provide pricing per module) B. 5 minutes of audio or video production per module to: introduce content, engage the learner, and demonstrate core skills using actors to augment the learning process. (Provide pricing per module) 				
2014	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p> <p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to</p>	1.00	JB	_____	_____

exercise its options to perform these tasks.

6.12 (OPTIONAL) ACTION KIT FOR ETHICAL LEADERSHIP

Based on information captured in task 6.6 (Capture Strong Ethical Leadership Practices from High Performing IE Field Sites) develop “Action Kits” to guide implementation of identified strong ethical leadership practices. “Action Kits” are one to five page descriptions of the actions taken/activities developed by the facility, “words of wisdom” about what worked well and barriers encountered while undertaking the actions, what outcomes occurred after the action (and how it was known that a positive impact occurred), and brief references to relevant literature that provides support for the concept. Topics will be selected with guidance of the IE Chief. Pricing should be for sets of 1-2 guides. Action kits should meet all standards for posting on the internet and intranet sites.

Deliverables:

- A. Set of 1-2 Action Kits. (Provide pricing per set)

2015	In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)	1.00	JB	
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This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.13 (OPTIONAL) ETHICS EDUCATION DESIGN AND TRANSLATION

NCEHC has a need to develop educational tools on general topics in health care ethics, depending on VA staff needs identified through NCEHC data review. The contractor will support development of educational tools on general ethics in health care topics (e.g., informed consent, advanced care planning). Tools developed will follow the design standards outlined in Ethics Consultation and Preventive Ethics Beyond the Basics but with modification as appropriate for proposed content. The contractor will provide thorough review of learning design, appropriateness of content design and advise about the best modality for delivery (e.g., in-person, webinar, interactive virtual training such as through Adobe Connect, train the trainer). The contractor will develop all relevant materials such as faculty guides, slides, user workbooks/tools.

Deliverables:

- A. Ethics Education Modules (Provide pricing per module)
- B. Up to 5 minutes of video per module (Provide pricing per module)

2016	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p>	1.00 JB	_____	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>			
	<p>6.14 (OPTIONAL) SUPPORT MATERIALS TO ASSIST FIELD STAFF IN USING IEWEB</p>			
	<p>IE Web is a web-based program currently in development. The goal of IEWeb is to provide an IT solution that facilitates the process, documentation, analysis, and reporting of ethics consultation and preventive ethics activities.</p>			
	<p>The contractor will review the electronic software product and develop handouts, “How-To” guides and job aids to support IE field staff that will enable them to make most efficient and effective use of the IEWeb package.</p>			
	<p>The contractor will work with NCEHC content experts to develop each tool, manage timelines to assure product development and achievement, identify adult learning principles to guide best “How-to Use” tool design, and format the tool to meet requirements for upload to IE Intranet and Internet web site (including 508 Compliance).</p>			
	<p>Deliverables: A. IEWeb How-to Guide and Tools</p>			
2017	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p>	1.00 JB	_____	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>			
	<p>6.15 (OPTIONAL) ADVANCED ETHICS CONSULTATION BEYOND THE BASICS (EC BTB) TRAINING MODULES</p>			
	<p>Develop advanced training in EC. EC improves health care quality by helping staff members, patients, and families resolve ethics questions. EC services in all VHA facilities use the CASES approach, which includes the following steps: Clarify the consultation request; Assemble the relevant information; Synthesize the information; Explain the synthesis; and Support the consultation process. A detailed description of EC and the CASES approach can be found at http://www.ethics.va.gov/integratedethics/ecc.asp NCEHC developed EC BTB in 2008, and used the materials in face-to-face training sessions that occurred from 2008-2010. The objective was to enhance IE ethics consultant understanding of specific aspects of the</p>			

CASES approach that were each captured in one of six modules.

New EC BTB training modules will cover 4-6 new critical topic areas within EC and provide the equivalent of 1.5 days or 12 hours of total instruction. Each topic area will have a separate module consisting of didactic instruction and experiential activities related to the topic.

The target audience for the training will be EC Coordinators and core EC Service team members. This ideal participant for this training shall include intermediate or advanced level EC some of whom will have taken the EC BTB I training and have been in their ethics related roles for 1-3 years.

The materials will also need to be adapted for use by EC Services teams throughout the system and external to VA and for posting on the NCEHC Internet and Intranet web sites.

Based on detailed descriptions and outlines for educational products, develop the modules including development and packaging of all associated training materials such as slides, scripts, exercises, answer keys, handouts and related materials.

Deliverables:

A. Learning modules appropriately designed to teach required educational content, modeled after modules already available and meeting all requirements for posting on the NCEHC Internet and Intranet sites. Up to four modules (Provide pricing per module)

2018 In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL) 1.00 JB _____

This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.

6.16 (OPTIONAL) REVISE AND UPDATE EC BTB OR PE BTB TRAINING MODULES

Using feedback and lessons learned in the initial training session and building on the previously created materials, the contractor will work with revise and update the EC BTB or PE BTB training materials. This will include review and analysis of feedback received from IE staff and EC BTB attendees and development of refined and updated materials that meet needs or fill gaps identified in the initial training session.

Deliverables:

A. Revised module based on testing of module to include all design and packaging of all training materials.

2019	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p>	1.00 JB	_____	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>			
	<p>6.17 (OPTIONAL) REVISE AND REVAMP THE IE ETHICS TOPICS ONLINE MODULES</p>			
	<p>Between 2006 and 2008, NCEHC developed case-based online educational modules for specific ethics content domains. These online modules require revision to update specific content to bring it in line with current subject matter standards, revise formatting (e.g., formatting, contact information), update technical structure to work on current VA TMS learning system. NCEHC will provide subject matter experts (NCEHC staff or IE Field staff) to review and identify improvements and updates needed to the current IE online modules. Updates and revisions could include development of new educational cases, new explanatory text, technical modifications of the structure to meet VHA online material requirements, or other revisions as needed. A detailed description of Ethics Education and accompanying materials can be found at http://vaww.ethics.va.gov/integratedethics/onlinemodule.s.asp. All revisions must be approved by NCEHC staff.</p>			
	<p>Deliverables:</p>			
	<p>A. Revised online modules (Provide pricing per module)</p>			
2020	<p>In Accordance with the PWS Section 6.0 Specific Tasks and Deliverables. (OPTIONAL)</p>	1.00 JB	_____	_____
	<p>This section identifies the optional tasks that shall be performed by the contractor if the government elects to exercise its options to perform these tasks.</p>			
	<p>6.18 (OPTIONAL) CREATE ETHICS CONSULTATION CASE AND/OR PREVENTIVE ETHICS IMPROVEMENT CYCLE SELF-LEAD ONLINE MODULES</p>			
	<p>IE Ethics Consultation and Preventive Ethics Teams have been using the IE CASES and ISSUES Approaches to ethics consultation and preventive ethics since 2007. While a range of group learning is available through the Beyond the Basics training programs, no individual, self-guided training is available to teach IE field staff how to follow the processes. The contractor will develop self-guided online case-based learning modules. Each module would allow the learner to “choose your own adventure;” starting from an initial intake scenario, the learner will be called upon to select among potential viable options at multiple decision</p>			

points to eventually create a high quality ethics consultation analysis or preventive ethics ISSUES cycle. Learning modules will teach CASES or ISSUES approach and key ethics concepts (e.g., concepts regarding use of advance directives or protection of patient privacy). A goal of the teaching approach should be to help learners identify ways that an ethics consultation or improvement cycle can “go wrong” if the approach is not followed and/or appropriate questions are not asked. Material is intended to be self-guided and self-contained learning. Training should include links to relevant source materials (e.g., VA policies, IE Primers). Source material is derived from IE Primers and tools as well as VA policies and guidance and other ethics standard sources as appropriate. NCEHC will provide subject matter expertise from NCEHC or IE Field Staff. Online modules should be designed for upload into the VA TMS system with all appropriate technical requirements and compliance for placement on the VA Internet and Intranet systems. The contractor will develop a print-only version that includes all choice options but which can be used outside of the TMS system/online system.

Deliverables:

- A. Case-based “choose your own adventure” learning modules designed to meet learning objectives and fully formatted for upload on VA TMS systems. Up to four modules (Provide pricing per module)
- B. Print document formatted for internet/intranet upload that includes all content in learning module but which can be used outside the online system.

2021	OPTION YEAR 2	7.00	EA	_____	_____
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Travel Expenses

TOTAL OPTION YEAR 2 PRICE WITHOUT OPTIONAL TASKS/DELIVERABLES	_____
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GRAND TOTAL Without Optional Tasks and Deliverables	_____
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SECTION C - CONTRACT CLAUSES

C.1 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

C.2 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.3 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110–252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204–7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor’s physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor’s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of Clause)

C.4 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(a) *Definition.* "Commercially available off-the-shelf (COTS)" item, as used in this clause—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed first-tier subcontractor whose subcontract will exceed \$30,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that-

(1) Exceeds \$30,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of Clause)

C.5 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

C.6 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate

established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

(End of Addendum to 52.212-4)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
- (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

(ii) Alternate I (June 2003) of 52.219-23.

(22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

(26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

(28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

(30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-13.

- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (46) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of Clause)

C.10 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

C.11 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

C.12 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.13 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

C.14 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent—

(1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a United States patent shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

C.15 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014)

(a) *Definitions.* As used in this clause—

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights", as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data", means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

C.16 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data—General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data—General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data—General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of Clause)

C.17 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013

C.18 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

C.19 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all maintenance (labor and parts) required to keep the equipment in good operating condition. Maintenance service shall not include electrical work external to equipment, furnishing of supplies, and adding or removing accessories, attachments, or other devices. The Contractor is not responsible for damage resulting from: neglect, misuse, electrical power failure, air conditioning or humidity failures, or causes other than ordinary use.

While Contractor personnel are at the Government facility, Contractor's are responsible for compliance with all laws (OSHA), regulations and rules governing conduct with respect to health and safety as they relate to (i) its employees and agents, (ii) other personnel who are Government employees or agents of the Government and (iii) property at the site regardless of ownership. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

In accordance with the Clause titled "New Material" (APR 1984), FAR 52.210-5 set forth in Section I, the following applies to this solicitation:

Equipment delineated by line item in Section B may not be used or reconditioned, however components of such equipment may be reconditioned provided such components are drawn from storage which does not differentiate between new and reconditioned components.

1. Should the Government make alterations or install attachments which affect maintenance of this equipment, continuation of maintenance service on this equipment shall be subject to mutual agreement.
2. Should alterations or attachments increase or decrease maintenance costs to the Contractor, adjustments to maintenance charges shall be made on an individual installation basis.
3. In addition, should such alterations or attachments be the cause of malfunction or downtime, such downtime shall not be considered equipment failure.
4. Contractor sponsored alterations or attachments to equipment shall be made only with Government consent.
5. The Government or its duly authorized agent(s) may make alterations or install attachment to the equipment at the Government's expense, provided that a safety hazard is not hereby created. The Contractor will be notified at least thirty (30) days in advance of any such alterations or attachments.
6. Such alterations or attachments which are not Contractor property shall be removed immediately after expiration or termination of contract, and equipment restored to the previous configuration (ordinary wear and tear only excluded) at Government expense.
7. Any reprogramming required to accommodate such alterations and attachments will be accomplished at the Government's expense.

C.20 GOVERNMENT RESPONSIBILITIES

- a. Unless, specified elsewhere in the contract, Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of the Contract.
- b. Subject to security regulations, the Government shall permit access to equipment which is to be maintained.
- c. The Government shall provide adequate storage space for spare parts, adequate working space, including heat, light, ventilation, electric current, electrical outlets, and telephones (for local calls only) for the use of maintenance personnel. These facilities shall be within a reasonable distance of equipment to be serviced and shall be provided at no charge to the Contractor.
- d. The Government shall provide time for Contractor-sponsored modifications within a reasonable time after being notified that the modification is ready to be made. Time required to make the modification shall be outside normal preventive maintenance hours unless a mutually agreed to time is determined.

e. The Government shall maintain site requirements in accordance with the equipment environmental specifications furnished by the (OEM) manufacturer.

C.21 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.22 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.23 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.24 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Washington DC. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION E - SOLICITATION PROVISIONS

E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does does not have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have have not been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be

obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>);
- (ii) Quick Search (<http://quicksearch.dla.mil/>);
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Instructions governing the submission of offers:

Add the following instructions for submission of offers under “(b)(4)” of the standard clause 52.212-1 to read as follows:

The Government will evaluate Quotes on the basis of the material presented in the written Quotes. The Offeror’s Quote shall contain: 1) responses tailored specifically to the tasks listed in the Performance Work Statement (PWS) solicitation; 2) written in plain language (VA prohibits the use of elaborate technical Quotes; 3) in 12-font. The technical portion of the quote shall be limited to 25 pages. Resumes (if applicable) may be up to two pages in length per individual and provided as attachments to the quote, not included with the 25 page limit. The number of pages for the price portion of the quote is not limited, but shall follow the format described above.

A Firm Fixed Priced Contract will be the result of this solicitation to the responsible quoter whose offer conforms to the statement of work and is most advantageous to the Government. The Government reserves the right to award without discussions based upon the initial evaluation of quotes. The quotations will be evaluated strictly in accordance with their written content. Quotations which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient to meet minimum requirements. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable.

Pre-quote discussions: The Pre-quote period is the period of time between issuance of the solicitation and due date for offers. This time period allows for an exchange of information between the VA and all potential offeror’s. All questions regarding this solicitation shall be sent in writing directly to the Contracting Officer by E-mail to pedro.arrantola2@va.gov. In order to allow the Government enough time to answer any questions that may be submitted, the last day to submit questions shall be July 30, 2014 by 15:00 EST. Questions that are received after that date may not be answered.

The following items shall be submitted:

1. Volume 1: Technical – consisting of:

Evaluation Factor 1

2. Volume 2: Past Performance and Veteran Involvement Information- consisting of:

Evaluation Factor 2 and Evaluation Factor 4

3. Volume 3: Price – consisting of Evaluation Factor 3, a pricing narrative (basis of estimate) and Schedule of Price and Services

The following information shall be submitted separately of the Volumes:

One scanned original copy of Standard Form 1449 signature page (completing blocks 17a, 17b, 30a, 30b, and 30c.) with original signature.

- Any proposal submitted after the due date and time listed in block 8 of the 1449 shall be considered nonresponsive to the solicitation and rejected.
- It is the offeror's responsibility to insure that their proposal is submitted in its entirety. Partial proposals shall be considered non-responsive to the solicitation and shall be rejected.
- The offeror shall clearly separate each Evaluation Factor submitted with their offer.
- The offeror shall submit narrative responses tailored specifically to each Evaluation Factor.
- The offeror shall not submit the company's general marketing literature or brochures.

Such materials are not considered responsive to the specific evaluation criteria and shall not be evaluated by the board.

For those written Evaluation Factors Offerors shall address in detail each factor. The Offeror shall include all supporting details necessary for the Government to determine the Offerors technical qualifications and ability to perform the required services, as well as the adequacy and advantages of the quote.

Please Note: All electronic submissions shall be sent by E-mail to the Contracting Officer pedro.arrantola2@va.gov on or before the date and time listed in block 8 of the 1449.

Please keep all email file size submissions under 5mb. Send in multiple emails if required or reduce file sizes.

Please note: Adobe file formats are the preferred method of file submission as these files can be reduced in size prior to sending via email to meet the 5mb email size restrictions.

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Capability
2. Past Performance
3. Price
4. Veteran Involvement

Technical and past performance, when combined, are significantly more important than cost or price .

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

ADDENDUM TO 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)

Offerors' proposals shall be evaluated using the evaluation factors described above and below and must address, at a minimum, all elements listed in the solicitation's instructions to Offerors. The ratings below will be used to reflect the assessment of each evaluation factor.

A "strength" is an attribute of the Offeror's proposal which is likely to lead or contribute to successful contract performance. A significant strength is an attribute of the Offeror's proposal which is very substantially likely to lead or contribute to successful contract performance.

A "weakness" is an attribute of the Offeror's proposal which is likely to increase the probability of unsuccessful contract performance. A significant weakness is an attribute of the Offeror's proposal which is likely to substantially increase the probability of unsuccessful contract performance.

A "deficiency" is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

EVALUATION CRITERIA/WEIGHTING:

Color	Rating	Definition
Blue	Exceptional	If a Proposal shows the Offeror clearly exceeds specified performance or capability in a beneficial way to the VA and has no significant weaknesses. High probability of success, it should be rated as "exceptional" and given a Color rating of Blue.
Green	Acceptable	If a Proposal shows that the Offeror meets evaluation standards and weaknesses are readily corrected. Good probability of success. Exceeds the minimum standard requirements for a given rating factor, it should be rated as "Acceptable" with a Color rating of Green.
Yellow	Marginal	If a Proposal shows that the Offeror fails to meet evaluation standards; however, any significant deficiencies are correctable. Low probability of satisfying requirements, it should be rated as "Marginal" with a Color rating of Yellow.
White	Neutral	If a Proposal shows that the Offeror fails to provide Past Performance information submitted in Technical Proposal, it should be rated as "Neutral" with a Color rating of White.
Red	Unacceptable	If a Proposal shows that the Offeror fails to meet the minimum requirements of the RFQ and the deficiency is not correctable without a major revision of the proposal, it should be rated as "Unacceptable" with a Color rating of RED.

The evaluation factors are listed below. Subfactors within evaluation factors are equal with no order of importance:

Evaluation factors are listed in descending order of importance. Subfactors within evaluation factors are equal with no order of importance:

EVALUATION FACTOR 1 - TECHNICAL CAPABILITY

The Offeror shall submit detailed technical information that demonstrates the contractor's technical competence and outlines the methodology the contractor shall employ to complete each task and providing all deliverables. Offerors that simply re-state the tasks and deliverables in the PWS without providing detailed plans/explanations of **how** they will successfully accomplish each deliverable in the Performance Work Statement (PWS) will be deemed unresponsive. The following bullets provide additional information of key points that will be included in the evaluation of offers:

a. Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed. The proposal will be evaluated to determine whether the Offeror demonstrates technical competence in adult educational tool design and

instruction on health care ethics issues and topics. The proposal will also be evaluated to determine whether the Offeror demonstrates technical competence regarding the complexities of teaching ethics and ethical leadership concepts to health care executives.

b. Feasibility of Approach - The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.

c. Completeness - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

EVALUATION FACTOR 2 – PAST PERFORMANCE

The Offeror shall demonstrate successful past performance as evidenced by information concerning previous history and completion of similar scale and type projects within the time and cost estimates. The proposal will be evaluated to determine whether the Offeror demonstrates past performance supporting a national health care ethics organizational change initiative, executive health care ethics education, and distance approaches to teaching health care ethics education.

Include the following information for each contract and subcontract listed:

- a. Name of the Contracting Agency
- b. Contract Number
- c. Contract Title
- d. Key information: Description of contract or subcontract past experience with ethics-related educational materials design, the level of specialized education and skills related to health care ethics, and demonstrated success and competence with the production of healthcare ethics-related deliverables of similar complexity, including health care ethics related materials for executives and reproducible distance learning programs teaching health care ethics.
- e. Key information: Description of contract or subcontract past experience supporting a national organizational change initiative.
- f. Total contract value
- g. Contract Type
- h. Period of Performance
- i. Contacting Officer and telephone number
- j. Program manager, project officer, or COR and telephone number.

EVALUATION FACTOR 3 – PRICE

The Government will evaluate offers by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

Price shall be presented separately from the Technical quote and Past Performance. The Government may reject any quotation that is unreasonable or materially unbalanced as to prices. An unbalanced quotation is one that incorporates prices significantly less than cost for some items and/or prices that are significantly overstated for other items.

Price shall not be point-scored; however, its importance shall increase should Offeror's quotes be close in their technical merit and point scores. Evaluation Factors 1 and 2 when combined are significantly more important than cost or price. As Evaluation Factors 1 and 2 scores become more equal; the importance of price may become more significant. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

EVALUATION FACTOR 4 – VETERAN INVOLVEMENT

The VA provides small, Veteran-Owned or Service-Disabled Veteran owned firms evaluation preference; therefore, if a small, Veteran-Owned or Service-Disabled owned firm is approximately technically equal to an other than small business, it shall be evaluated as having a higher technical value for the purposes of arriving at the best value decision using price / technical tradeoffs. The Government will assign evaluation credit for an Offeror (prime contractor) which is a SDVOSB or a VOSB. Non- SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor.

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program

and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business

concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a

COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the

property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.6 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated

and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

(End of Addendum to 52.212-1)

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)