**SECTION 1 – PRICING SCHEDULE**

* 1. **GENERAL**

The Contractor shall design, configure, deploy, and support a Software as a Service (SaaS) LMS for Peace Corps Staff and Volunteers that meets the objectives, technical and functional requirements listed herein.

# Order Type

A hybrid Firm-Fixed-Price (FFP), Time-and-Materials (T&M), and Labor Hour (LH) contract will be awarded to a Contractor under this Request for Quotation (RFQ) to provide a Learning Management System for the Peace Corps. The resultant contract shall incorporate the Contractor’s completed pricing table (see Attachment No. 1).

* 1. **Contract Line Items (CLINs)**

**Contract line item numbers (CLINs)** areunique numbers associated with each separately priced item in the contract. The CLINs listed below are also included in Attachment No. 1 “Pricing Table”. The Contractor shall propose all CLINs as identified below, in Attachment 1, and as instructed in Section 7.3.2 below.

* + 1. **CLIN 0001: LMS Staff and Volunteer Solution (FFP) (Tasks 2.4.1, 2.4.2, 2.4.3):**

The contractor shall propose a FFP consisting of all efforts related to the design, configuration, integration, deployment, and initial System Administrator and Content Manager training, and support (including low-bandwidth) of the Learning Management System (LMS).

* + 1. **CLIN 0002 (and if exercised option CLINs 0006, 0010, 0014, 0018): Supplemental Support Services (FFP)(Task 2.4.4)**:

The Contractor shall propose a FFP for ongoing support of the LMS in accordance with SOO Section 2.4.4. The price shall be inclusive of the necessary software hosting, license(s) and technical support for the LMS. In the contract Base Year support under this CLIN is only appropriate post the go-live date (full deployment).

* + 1. **CLIN 0003 (and if exercised option CLINs 0007, 0011, 0015, and 0019): Customizations (LH) (Task 2.4.5):**

The Contractor shall propose fully-burdened hourly rates for Peace Corps requested customization to the LMS in accordance with SOO 2.4.5 below. Services provided on a Labor Hour basis shall be billed at the hourly rates proposed and incorporated in Attachment 1 “Pricing Table”. All hourly rates shall be fixed unit prices that include all costs and profit necessary to provide the level of service specified in the contract.

* + 1. **CLIN 0004 (and if exercised option CLINs 0008, 0012, 0016, and 0020): Training Support Services (LH)(Task 2.4.6)**:

The Contractor shall propose fully-burdened hourly rates for Training Support Services in accordance with SOO 2.4.6. These services may include, but are not limited to, in-person training courses for multiple Content Managers or System Administrators regarding system functionality or new functionality upgrades, or over-the-phone consultations on issues of a limited scope. Services provided on a Labor Hour basis shall be billed at the hourly rates proposed and incorporated in Attachment 1 “Pricing Table”. All hourly rates must be fixed unit prices that include all costs and profit necessary to provide the level of service specified in the contract. *These CLINs do not include the initial deployment training for System Administrators and Content Managers already included in CLIN 0001*

* + 1. **CLINs 0005, 0009, 0013, 0017, and 0021 (if exercised): Other Direct Costs (T&M) (Task 2.4.4)**:

This line item represents other direct costs related to each respective customizations CLIN. Other direct costs may include incidental material and other costs related to labor hours performed under customizations CLINs. The ceiling cost for this line item has been included by the Government in Attachment 1 – Pricing Table and will be included in the contract at award in the amount of $50,000 per contract year.

* 1. **TRAVEL**

There will be no travel reimbursement to the Contractor for travel within the Washington D.C. metropolitan area. Any requirements for travel outside of the Washington, DC area (non-local travel) will be identified and negotiated in future modifications under this task order. All non-local travel shall be approved in advance by the Contracting Officer Representative (COR). Reimbursement for actual (approved) travel costs incurred during the performance of support services shall be in accordance with part 31 of the Federal Acquisition Regulations and the Federal Travel Regulations (FTR). Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the Contractor must submit (to the COR) a request for advance approval to utilize higher class travel. All travel should be scheduled sufficiently in advance to be able to take advantage of offered discount rates. Individual ‘travel authorization letters’ may be provided to the contractor (for all contractor personnel who are required to travel) which may allow contractor personnel to receive government rates when on long distance travel. The federal travel regulations and per diem rates can be accessed at: [www.gsa.gov](http://www.gsa.gov) and type “FTR” in their search box. No travel reimbursement will be authorized unless the Contractor provides sufficient written evidence of actual travel costs incurred to include, but not limited to receipts, ticket stubs, registers, and/or other documentation, as required by the Government.

**SECTION 2 – STATEMENT OF OBJECTIVES (SOO)**

### 2.1 Purpose

The purpose of this SOO is to outline the requirements for a Learning Management System (LMS) to support the learning and staff development needs of Peace Corps Volunteers and Staff.

### 2.2 Background

Peace Corps is an independent civilian executive agency of the Federal Government established in 1961 by President John F. Kennedy to promote world peace and friendship through the service of American Volunteers abroad. Peace Corps Volunteers enlist for a two-year term of service in interested countries in need of trained manpower. The Volunteers’ service fulfills the three primary Peace Corps goals established in the founding legislation:

* Improve the lives of people through grassroots assistance,
* Foster a better understanding of Americans on the part of the people served, and
* Foster a better understanding of other people on the part of Americans.

The Agency is seeking a qualified Contractor to implement a new Learning Management System for the agency’s globally deployed user base. The solution(s) will replace the current LMS system deployed at Peace Corps. The new solution(s) will support the agency’s efforts to:

* + Provide, track, and monitor training to all staff, both Federal mandatory and non-mandatory training.
  + Provide, track and monitor training to Peace Corps Volunteers throughout the service lifecycle.

### 2.2.1 Current Learning Management Business Process for Staff and Volunteers

### Peace Corps currently has two LMS sites (2 Moodle Instances, externally hosted), one for staff members (called PC University) and one for volunteers (called LearningSpace). Further details related to these sites, including the urls, can be found in Attachment 3 – Data Migration. Both sites are administered by Peace Corps staff members at headquarters. When a staff member or Volunteer joins Peace Corps, an account is set up for them on the appropriate site and an automated welcome message along with their login credentials is sent to their email account. Custom profile fields are also automatically populated for them, which denote their region and country of service, as well as the general sector of service and specific job within that sector. For example, John Smith’s Volunteer profile shows that he will serve in Africa, in Uganda, in the Education sector, and as a Teacher Trainer at Primary Teachers College. These profile fields are used to enroll students in courses specific to their job and post. For example, Health sector Volunteers around the world are enrolled in the HIV Basics course, as are all Volunteers going to Africa regardless of sector. Education Volunteers serving in specific countries in Teaching English as a Foreign Language TEFL jobs (but not other education-related positions) are enrolled in (TEFL) courses. The volunteers currently use this system very rarely (about once per year), but we expect this to increase as more field offices utilize the LMS to support their local volunteer training efforts. We expect staff use will grow as more courses are added during the next several years. Over the last year, there were 13,000 course completions.

**2.3 Technical/Current State Overview**

# 2.3.1 Peace Corps Environmental Overview

The Peace Corps workstations are currently configured as follows: Windows version 7, Microsoft Office 2010 (including Outlook 2010). The agency’s approved browsers are Microsoft Internet Explorer 11 and Chrome. The workstation environment is regularly updated. Deployed individuals, both Peace Corps staff and PCVs will access the LMS via a variety of different hardware (e.g. desktops, laptops, tablets, smartphones), and any viable LMS solution(s) shall be browser agnostic.

Peace Corps has Forefront Identity Manager (FIM) to manage user identities across systems (such as title, office, post, and similar user data).

# 2.3.2 Bandwidth issues

Some Peace Corps posts have very low bandwidth. The lowest support required is a 1MB connection with an average latency of 400ms.

# 2.3.3 Resource constraints

The Peace Corps has a high turnover rate. By Congressional mandate, 85% of employees leave within five years. The average employee lifespan is approximately three (3) years. Because of this, the Agency has constrained resources and must continually plan for succession. As a result, the Agency often has recurring needs for training in courseware uploading, courseware management, systems administration, and other areas.

# 2.3.4 Current Technology

The two currently-deployed LMSs (volunteer and staff) are Moodle 3.0 based. The Government is interested in a Moodle-based LMS solution, but is also open to any solution that allows migration of legacy data and courses, while maintaining course integrity.

# 2.3.5 Legacy Data

Within the existing LMS, data includes:

* + - * Courses. At least 50 Moodle-based courses containing SCORM packages, Power Point slides, and pdf files exist in the LMS.
      * Tests/Quizzes. Peace Corps estimates that at least 50 courses have assessments that were created using the core Moodle quiz activity**.**
      * User data: Approximately 9,000 Volunteers and Trainees and 3,000 staff have the following data that could be provided in a flat file:
        + Volunteer user profiles. In the current volunteer system, the Peace Corps LMS Administrator populates these fields via manual entry or bulk flat file import. While the new system may have additional or modified fields, the current fields include:

Last name

First name

Email address

Username

Password

Volunteer ID # (maximum of 9 digits)

Volunteer Status - There are only four that we depend on:

Accepted (ACC)

Entry on Duty (EOD)

Start of Service (SOS)

Close of Service (COS)

Assignment Type (There are only three that we depend on: PCV, PCR, Staff)

Region/Location - There are only five that we use:

Africa

Europe/Mediterranean/Asia (EMA)

Inter-America Pacific (IAP)

Headquarters (HQ)

Regional Recruitment Office (RRO)

Post (The field should allow up to 45 characters)

Sector (There are only six that we use: Agriculture, Youth in Development, Environment, Community Economic Development, Health, Education)

Project (The field should allow up to 80 characters)

HQ Staff Office (The field should allow up to 45 characters)

Staff Position Title (The field should allow up to 45 characters)

* + - * + Staff user profiles. In the current staff system, the Peace Corps LMS Administrator populates these fields via manual entry or bulk flat file import. While the new system shall have additional or modified fields, the Peace Corps envisions that staff fields will include:

Last name

First name

Email address

Username

Password

Supervisor or Individual role

Supervisor y/n

Supervisor name (last, first)

Supervisor’s contact information

Supervisor email

Entry on duty date

Tour end date

Real position title

Series (for USDH)

Personal Service Contract (PSC) Y/N

Assigned office if HQ, e.g. OGO/OPATS/KLU

Status (active or not)

* + - * + Test scores
        + Course completion

**2.4 Scope**

The Contractor shall design, configure, deploy, and support a Software as a Service (SaaS) LMS for Peace Corps Staff and Volunteers that meets the objectives, technical and functional requirements listed herein. The system shall support up to 3,000 staff and 9,000 Volunteers and Trainees.

### LMS

The LMS solution shall be accessible to all Peace Corps Staff (for example: United States Direct Hires (USDH), Host Country Nationals (HCN), and Personal Service Contractors (PSC)) and Peace Corps Volunteers (PCVs) (for example: invitees, Trainees, and Volunteers) via a web interface. Given the mission of the Peace Corps to promote world peace and friendship, staff and PCVs are often deployed to locations with little access to the Internet. The LMS solution must meet Federal security (FedRAMP Certification or FISMA-compliant Authorization to Operate [ATO] from the Peace Corps) and compliance requirements (Federal Information Processing Standard (FIPS 200 and Nation Institute of Standards and Technology (NIST) guidelines), must comply with OMB M-15-13 Policy to Require Secure Connections Across Federal Websites and Web Service, have low-bandwidth capabilities, auto-save/rapid refresh, the ability to track users, have a mobile interface, and the ability to track courses/learning paths within the LMS. In developing and operating the LMS Solution the contractor ***shall meet all requirements listed in******Attachment 2 – Functional and Technical Requirements***, and comply with all policies and procedures listed in Attachments 10 and 11. The LMS solution shall allow for the managing and monitoring of all learning activities (virtual and face-to-face), while providing an intuitive end user experience. The Government prefers a single solution for a Staff and Volunteer LMS, however, the Government requirement for a LMS may be met with a single solution or a separate LMS for staff and Volunteers. If one solution is proposed it must meet all the requirements for both the Staff and PCV within that one solution.

The LMS shall have the capability to extract data from a Standard Form (SF)-182 and populate a database for queries and reporting. The workflow can be interrogated to determine which SF182s are in progress and in what state along with being able to query the population of completed forms. Further details related to SF-182 requirements are found in in *Attachment 4 – SF-182 requirements*.

* + 1. **Data and Content Conversion and Migration**

The contractor shall migrate legacy LMS data into the new solution(s) as well as convert and migrate legacy courses and their content.

The Contractor shall develop and submit a Data Conversion and Migration Plan (Deliverable item No. 8), which shall detail the Contractor’s approach (both technically and functionally) in migrating from Peace Corps current LMSs to the proposed solution within 10 days of holding an entry conference. The Data Conversion and Migration Plan shall include the approach to migrate both legacy user data and course content. Further details related to Data and Content Conversion and Migration are contained in *Attachment 3 – Data Migration*.

* + 1. **Initial Implementation and Set-up**

The Contractor shall, in coordination with the Contracting Officer’s Representative (COR) and COR-identified Peace Corps staff, determine and implement the necessary LMS configurations, security requirements, customizations, and integrations with current Peace Corps systems, and facilitate a Configuration Workshop with LMS stakeholders within 10 days of the entry conference (Deliverables item No. 6). The workshop will be attended by 6-12 headquarters staff and about 6 post staff. The Contractor shall build clean, user-centered themes that have a look and feel, which is consistent with Peace Corps’ brand (please see [www.peacecorps.gov](http://www.peacecorps.gov) as an example). This could include modifying current themes or a full custom build. As part of the theme development, the vendor will present no less than 3 prototypes based on the inputs received from the Peace Corps which will be used to arrive at the final theme selections and development. The Contractor shall develop a Configuration Workbook (Deliverable item No. 7) that authoritatively documents all aspects of the LMS, including custom configurations and integrations. This will be provided both in print and online with the ability for the Peace Corps to maintain and update. Please see ATTACHMENT 6 for the current list of plug-ins.

The Contractor shall develop, submit, and execute a test plan (Deliverable item No. 9), which shall detail the testing scenarios and scripts in which the system shall be evaluated prior to deployment. The test plan shall be submitted to the COR at the beginning of the test phase in accordance with the Contractor Project Management Plan CPMP. The Plan shall include scenarios and scripts for both system (Contractor) and UAT Testing. The LMS must successfully pass UAT with no more than five (5) Minor Flaws and zero (0) Critical Flaws. UAT must include system administrators, domestic staff (at headquarters and regional offices), and staff and Volunteers in the field. The Contractor shall resolve all flaws/issues during UAT within 10 calendar days. Minor/Critical Flaws are defined as follows:

1. Minor Flaw: An error with a workaround that allows the user to function normally.
2. Critical Flaw: An error that does not allow the user to function normally or the software does not function as designed.

The Contractor shall provide support and maintenance resources during the migration, soft launch, and LMS deployment phases to track and resolve any integration or implementation issues. Support resources shall be available to assist with support and maintenance of all functions within the LMS solution. The Contractor shall work with Peace Corps IT support to integrate user data feeds from existing Peace Corps systems. The contractor shall support creation of Volunteer and Staff user profiles within the LMS solution.

The Contractor shall provide training and training documentation to the Peace Corps COR, Systems Administrator and Course Managers during the soft-launch to the production environment. The Contractor shall track and resolve any integration, implementation or deployment issues prior to completion of the soft-launch.

The Contractor shall coordinate with the COR for full LMS deployment (go-live) to all Peace Corps users. Prior to production, the Contractor shall conduct training for Course and Content Managers and System Administrators, to take place at Peace Corps Headquarters. The Contractor shall submit FedRAMP certification or ATO certification documentation no later than three months prior to scheduled LMS deployment date.

Any customizations created for the Peace Corps are the property of the Government. Please see Sections 5.5 and 5.12 related to Data Rights.

***The contractor shall complete a soft-launch within 5 months of contract award, and conclude data migration in time for final LMS deployment within 8 months of contract award.***

* + - 1. **Project Management**

The Contractor shall conduct an Entry Conference Meeting within 10 days after contract Award.

The Contractor shall engage with Peace Corps stakeholders to learn about the Peace Corps environment and needs to build and submit a Contractor Project Management Plan (CPMP) within 10 days of the entry conference detailing their approach to the schedule, risks, configuration, integration, QA testing & UAT testing, draft support plan, training approach, and migration for the LMS. The CPMP shall also contain the draft Service-level Agreement (SLA) which shall define uptime expectations (≥99.8%), escalation procedures and response times.

The Contractor shall submit a complete training plan at least 20 days prior to LMS deployment (Deliverable item No. 12). As a part of the CPMP (Deliverable item No. 4), the Contractor shall outline their approach to initial user training and ongoing training and support, including identifying the periodic training of different users by role (e.g. System Administrator, Content Manager, etc).

The Contractor shall develop user guides (Deliverable item No. 11) and related training material to be included with the deployment of the LMS solution that provides technical and functional assistance to users by role, and will revise said materials due to any changes in the LMS that affect user roles. Such revisions shall be accomplished under supplemental support services CLINs. (User roles are defined in *Attachment 2 – Functional and Technical Requirements.*)

The Contractor shall participate in biweekly meetings throughout this project to review the project schedule and discuss any issues requiring resolution. The Contractor shall submit weekly reports (Deliverable item No. 5). The Contractor shall comply with the Peace Corps Solution Delivery Framework. (provided as Attachment 13)

* + 1. **Supplemental Support Services**

After go-live, the Contractor shall provide support to include:

1. Maintenance (for example: patching, updates, fixes),
2. Maintaining Peace Corps customizations as exercised under CLINs 0003 0006, 0009, 0012, and 0015.
3. Service (response times, escalation of issues) as defined by the SLA,
4. Hosting, and
5. Any applicable license fees.

The Contractor shall provide an Operations and Maintenance Plan (Deliverable item No. 15) detailing the ongoing operational support of the LMS, including (but not limited to): Service Level Agreements (drafts as a part of the CPMP and as a final deliverable item No. 14) and tier 1/2/3 support options, recurring maintenance windows and schedules, recurring work and development efforts, and communications.

* + 1. **Additional Customization**

Throughout contract performance The Peace Corps may identify areas of improvement or customizations to the LMS. The Peace Corps has already identified areas of interest as follows: user-centered themes that have a look and feel, which is consistent with Peace Corps’ brand, integration with Peace Corp’s SharePoint, integration with Peace Corp’s PC Live, integration with Lynda.com, and integration with OPM’s HR University.

To implement a customization the Peace Corps will provide the Contractor a detailed list of requirements and request a Level of Effort (LOE) estimate. The COR will review the LOE for technical acceptability and work with the Contracting Officer (CO) to authorize the work, if approved. The Contractor shall perform the work and submit a Task Summary following solution implementation. The Task Summary shall consist of the tasks completed, issues encountered, and resolutions. The report shall be provided to the COR in a format and forum approved by the COR.

The Peace Corps may purchase content or customizations from third party vendors. The Contractor shall provide an LOE to integrate the purchased features if requested. The COR will review the LOE for technical acceptability and work with the Contracting Officer (CO) to authorize the work, if approved. The Contractor shall perform the work and submit a Task Summary following solution implementation. The Task Summary shall consist of the tasks completed, issues encountered, and resolutions. The report shall be provided to the COR in a format and forum approved by the COR.

Any customizations created for the Peace Corps are the property of the Government. Please see Sections 5.5 and 5.12 related to Data Rights.

* + 1. **Training**

At the Peace Corps’ discretion, the Contractor may be asked to provide additional training support services that may take the form of in-person training courses for new key users, over-the-phone consultations on issues of a limited scope, or other formats as necessary. Such training support services do not include those standard support services covered under section 2.4.4 and included in the contractor’s SLA. Training services may include, but are not limited to:

1. Training targeted courseware and content managers (either in-person and/or virtually) so that they can fully utilize the LMS’s features;
2. Training targeted systems administrators (either in-person and/or virtually) so that they can understand the full operation of the LMS, such as onboarding/offboarding learners, courseware uploads, reporting and tracking, etc.

At the Peace Corps’ discretion, the Contractor may be asked to provide remote or on-site systems administration services at Peace Corps Headquarters to bridge the departure of an existing administrator if necessary, or to supplement operational needs during times of resource constraints. This would be temporary or supplemental support to ensure continuity of an operational LMS. If required, the Contractor shall onboard/offboard LMS users, assist courseware managers, respond to users needing assistance, and other similar needs. The Contractor may also work directly with a Peace Corps Systems Administrator to help facilitate better understanding of the LMS features or functionality, or to provide consultation on the LMS solution, specifically on any additional integrations, configuration needs, etc.

* + 1. **End of Contract Transition Plan**

The Contractor shall facilitate the retirement of the LMS solution(s) at the end of the contractual period of performance and provide a plan of action to migrate information and content to a new and/or replacement solution. The Contractor shall support the migration to the replacement. Peace Corps owns all data housed in the LMS.

1. **Desired Qualifications of Key Personnel**
   * 1. **Program Manager and Technical Lead Desired Qualifications**:

**2.5.1.1 Program Manager:**

* Eight or more years of relevant experience working with solutions lifecycle development methodology serving as a business analyst on IT projects.
* Five or more years of experience managing LMS implementations.
* Experience utilizing collaborative communication skills and establishing productive working relationships agency-wide and/or across multiple business units.
* Experience meeting with clients of varying levels to gather, document, and analyze system specifications and requirements, work closely with developers and testers in the fast-paced environment.
* PMI Project Management Professional (PMP) certification.

**2.5.1.2 Technical Lead:**

* Five or more years of relevant experience working within a solutions lifecycle development methodology serving as a software developer or engineer.
* Five or more years of LMS implementation and development experience.
* Experience utilizing APIs and proven success at integrating LMS solutions and client’s deployed native and GOTS applications.
* Three or more years working as a developer or engineer in the federal space with an understanding of federal security requirements.
* Three or more years working as a developer or engineer with Federal IT systems, with clearly enumerated experience in addressing federal information security requirements for hosting and protecting data.

**SECTION 3 – PERFORMANCE**

#### 3.1 Deliveries or Performance

The work to be performed under this contract will be primarily at the contractor facilities. When required for operations or training support services, work will be performed at Peace Corps Headquarters, located at 1111 20th Street NW, Washington, DC, 20526. All other work can be performed remotely.

#### 3.2 Period of Performance

The period of performance for each CLIN shall be as follows:

* 1. Base Period CLINS
     + CLIN 0001 - (Time of award) - thru 8 Months after contract award
  2. Option CLINs –
     + CLIN 0002 – (Date of Option Exercise)\* – thru 12 Months after contract award
     + CLIN 0003 - (Date of Option Exercise) – thru 12 Months after contract award
     + CLIN 0004 - (Date of Option Exercise) – thru 12 Months after contract award
     + CLIN 0005 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0006 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0007 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0008 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0009 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0010 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0011 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0012 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0013 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0014 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0015 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0016 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0017 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0018 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0019 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0020 - (Date of Option Exercise) – thru 12 Months after option exercise
     + CLIN 0021 - (Date of Option Exercise) – thru 12 Months after option exercise

Option periods may be exercised in accordance with FAR Clause 52.217-9, Option to Extend the Term of the Contract (MAR 2000).

The latest option exercise dates for option CLINs are as follows:

* + - CLIN 0002\* – 12 months after contract award
    - CLIN 0003 – 12 months after contract award
    - CLIN 0004 - 12 months after contract award
    - CLIN 0005 – 12 months after contract award
    - CLIN 0006 - 12 months after contract award
    - CLIN 0007 - 12 months after contract award
    - CLIN 0008 - 12 months after contract award
    - CLIN 0009 - 12 months after contract award
    - CLIN 0010 - 24 months after contract award
    - CLIN 0011 - 24 months after contract award
    - CLIN 0012 - 24 months after contract award
    - CLIN 0013 - 24 months after contract award
    - CLIN 0014 - 36 months after contract award
    - CLIN 0015 - 36 months after contract award
    - CLIN 0016 - 36 months after contract award
    - CLIN 0017 - 36 months after contract award
    - CLIN 0018 - 48 months after contract award
    - CLIN 0019 - 48 months after contract award
    - CLIN 0020 - 48 months after contract award
    - CLIN 0021 - 48 months after contract award

**\*Note: CLIN 0002 Period of Performance only applies after delivery of the LMS. As such, it is anticipated that CLIN 0002, if exercised, will have a period of performance covering four (4) months total: 8 months after date of contract award thru 12 months after contract award. CLIN 0002 shall be priced using these assumptions, however the Government reserves the right to exercise CLIN 0002 in accordance with the period of performance and latest option exercise dates listed above.**

**3.3 Notice to the Government of Delays**

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this clause shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

**3.4 Option to Extend Term of Contract (FAR 52.217-9) (MAR 2000)**

a. The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least fifteen (15) 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 sixty (60) months**.

**3.5 Option to Extend Services (FAR 52.217-8) (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 six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within the term of the contract.

* 1. **Report(s)/Deliverables and Performance Standards**

The Contractor shall ensure that all of the deliverables listed below are included in their Performance Work Statement (PWS). The contractor may also include additional deliverables in the PWS.

The Contractor shall complete and submit all deliverables within the time specified in the below chart. The agency will not provide templates for any deliverable. The Peace Corps will review deliverables for quality, completeness and correctness in accordance with the applicable performance standards. The COR will notify the Contractor of any non-conformance or revisions needed before providing final acceptance of deliverables. The COR has the right to reject or require correction of any deficiencies found in the deliverables. Approval of the COR will come after the review and approval by Agency Stakeholders, including business Subject Matter Experts and Peace Corps IT staff. Once these reviews are completed, the COR will notify the Contractor of acceptance of the deliverables. In the event of rejection of the deliverables, the COR will notify the Contractor in writing as to the specific reason why the deliverables are being rejected. Reworks or edits shall be delivered to the COR within 5 business days of receiving feedback from COR.

| **Item No.** | **Deliverable** | **Description** | **Date Due** | **Performance Standard** |
| --- | --- | --- | --- | --- |
| 1 | Personnel Clearance Documentation Submitted | Personnel Clearance Documentation submitted to Peace Corps’ Office of Safety & Security (Only for individuals who require unescorted access to Peace Corps facilities, which includes buildings or network) | Within 3 business days following award of contract. | All documents are 100% complete with accurate information at time of submission within 3 business days following award of contract. |
| 2 | Entry Conference | Entry Conference held | Within 10 business days following award. | The COR will witness the scheduling of the Entry Conference and will participate in the meeting. |
| 3 | FISMA Compliance | The LMS application and hosting platform must be FedRAMP Compliant: JAB Provisional Authorization, Agency Authorization, and CSP Supplied Package.  If the Contractor does not have FedRAMP Certification, the Contractor must have plans in place that will result in FedRAMP certification within three (3) months from the date of award. | 3 months after contract | 100% inspection by IT Security. |
| 4 | Contractor Project Management Plan (CPMP) to include the Service-level Agreement (SLA) | The Contractor shall develop and submit a final CPMP to include SLAs in accordance with (IAW) Section 2.4.3.1 | To be submitted 10 days following the Entry Conference | Upon delivery, the COR or designated representative will provide feedback. Once the required changes have been satisfactorily made, the COR or designated representative shall provide approval and acceptance of the completed deliverable. |
| 5 | Weekly Progress Reports | An email with an update on the status of the work completed each week. The weekly progress report may become monthly or quarterly, at the discretion of the COR, once the LMS is implemented and fully operational for at least 3 months. | Weekly in accordance with an agreed-upon CPMP | The COR or a designated representative will confirm receipt within 2 business days of Contractor submission. Weekly Progress Reports may be eliminated after deployment, at the discretion of the COR. |
| 6 | Configuration Workshop | The Contractor shall conduct and facilitate a workshop IAW Section 2.4.3. | To be held within 10 days of the Entry Conference | The COR will witness the scheduling of the Configuration workshop and will participate in the meeting. |
| 7 | Configuration Workbook | The contractor shall provide this authoritative workbook IAW Section 2.4.3. | To be submitted 10 days following the Configuration Workshop | Upon delivery, the COR or designated representative will provide feedback. Once the required changes have been satisfactorily made, the COR or designated representative shall provide approval and acceptance of the completed deliverable. Reworks or edits shall be delivered to COR or designated representative within 5 business days of receiving feedback from COR. |
| 8 | Data Conversion and Migration Plan | The Contractor shall develop and submit a migration plan, which shall detail the Contractor’s approach (both technically and functionally) in migration efforts from Peace Corps Legacy LMS to the new solution(s). The migration plan shall include the approach to migrate both legacy information and content. See Section 2.4.2 and *Attachment 3* | To be submitted 10 days following the Configuration Workshop |
| 9 | Test Plan | The Contractor shall develop and submit a test plan IAW Section 2.4.3. | To be submitted at the beginning of the Test Phase as agreed to by the COR and outlined in the CPMP. |
| 10 | User Acceptance Testing | The Contractor shall provide the production environment for Peace Corps COR, System Administrator, and Course Managers for UAT. | To be completed in accordance with an agreed-upon CPMP. | 10-15 courses migrated and 15% user profiles created (sufficient for UAT) to be considered ready for UAT. Shall be completed in accordance with the CPMP. |
| 11 | User Guides | The Contractor shall develop User Guides IAW Section 2.4.3.1. | To be completed 20 days prior to LMS Deployment | Upon delivery, the COR or designated representative will review and provide feedback. Once the required changes have been satisfactorily made, the COR or designated representative shall provide approval and acceptance of the completed deliverable. Reworks or edits shall be delivered to COR or designated representative within 5 business days of receiving feedback from COR. |
| 12 | Training Plan | The Contractor shall develop and submit a training plan, which shall outline the Contractor’s approach to initial user training and ongoing training and support IAW Section 2.4.3.1. The Contractor shall propose ongoing or periodic training for all roles, taking into account Peace Corps lifecycle of staff and Volunteers. | To be completed at least 20 days prior to LMS Deployment |
| 13 | Migration and Conversion of Legacy Data | The Contractor shall move all Legacy content and information from the current LMS to the Contractor’s LMS solution(s). | Migration of existing data to be completed 10 days prior to LMS Deployment | Upon completion of the migration efforts, the Contractor shall demonstrate that the migration was successful and complete. |
| 14 | Service Level Agreement (SLA) | The Contractor shall submit the final Service-level Agreement (SLA) which shall define uptime expectations (>=99.8%), escalation procedures that are acceptable to Peace Corps, and response times IAW Section 2.4.3.1. | To be completed 10 days prior to the LMS Deployment | Upon delivery, the COR or designated representative will review and provide feedback. Once the required changes have been satisfactorily made, the COR or designated representative shall provide approval and acceptance of the completed deliverable. Reworks or edits shall be delivered to COR or designated representative within 5 business days of receiving feedback from COR. |
| 15 | Operations and Maintenance Plan | The Contractor shall provide documentation detailing the ongoing operational support which shall define, but not be limited to: SLAs, maintenance windows, recurring work/development efforts, recurring maintenance schedules, tier 1/2/3 support options, and communications IAW Section 2.4.4. | To be completed 20 days prior to the LMS Deployment |
| 16 | End of Contract Transition Plan | The Contractor shall develop and facilitate a plan to ensure that all data developed and housed in the LMS during the course of the contract (to include but not limited to courseware, user information, tests and scores) shall be migrated to a newly awarded solution(s) at the termination of this period of performance. | To be completed 10 days prior to the LMS Deployment |
| 17 | LMS Deployment | The Contractor shall submit a letter to the COR to indicate complete Deployment and Support of the LMS Solution(s) for Peace Corps. | Within 10 days of LMS Deployment | Upon delivery of a letter from the Contractor to the COR, the COR or designated representative will review all aspects of the LMS and provide final approval. LMS Solution(s) for Peace Corps shall be live and accessible for all users. LMS Solution(s) shall have no critical flaws and under five (5) minor flaws with workarounds. |

**Notice to the Government of Delays**

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this clause shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

* 1. **Observance Of Federal Holidays**

Deliverables due on a Saturday, Sunday, or the following Federal holidays shall be due on the

Following business day.

1. New Year’s Day 1 January

2. Martin Luther King’s Birthday 3rd Monday in January

3. President’s Day 3rd Monday in February

4. Memorial Day Last Monday in May

5. Independence Day 4 July

6. Labor Day 1st Monday in September

7. Columbus Day 2nd Monday in October

8. Veteran’s Day 11 November

9. Thanksgiving Day 4th Thursday in November

10. Christmas Day 25 December

**SECTION 4 – CONTRACT ADMINISTRATION**

**4.1 Contract Management**

1. **Contracting Officer**

Brendan Kittredge

Acquisitions & Contract Management (ACM)

1111 20th Street NW

Washington, DC. 20526

Email: [bkittredge@peacecorps.gov](mailto:bkittredge@peacecorps.gov)

Phone: 202-692- 2243

1. **Contracting Officer’s Representative (COR)**

(*to be inserted at time of award*)

Office of the Chief Information Officer

1111 20th Street NW

Washington, DC. 20526

Email: (*to be inserted at time of award*)

Phone: (*to be inserted at time of award*)

1. **Contractor Representative**

The Contractor's Representative to be contacted for all contract administration matters:

Name: (*to be inserted at time of award*)

Address:

Telephone:

E-mail:

**4.2 – Inspection and Acceptance Criteria**

**4.2.1** Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR or his/her designated representative, in accordance with FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items (December 2014). The Government reserves the right to conduct any inspection and tests it deems reasonably necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions will be provided to the Contractor by the Contracting Officer.

**4.2.2** Inspection will be completed within thirty (30) calendar days after completion.

1. In the event services are of a continuing nature and this contract prescribes periodic payments based upon increments of time rendered (e.g., hours or months of service), completion of services will be deemed to have occurred at the end of each whole or fractional month falling within the contract term.
2. In the event services are not of a continuing nature, such that this contract prescribes payment based upon fixed units delivered (e.g., characters keyed), completion will be deemed to have occurred upon delivery.
3. Payment will constitute notification of acceptance.
4. Written notification of negative inspection results will be furnished within 30 days after completion.

**4.3 Invoice Requirements**

a. The Contractor shall render invoices not more frequently than monthly, in an original only (i.e., one copy only) to the COR at the address listed in Section 4.1.2. To constitute a proper invoice, the following information and/or attached documentation shall be included with the invoice (as applicable) and submitted in electronic format to:

ATTN: OGAP

[GAPdomesticinvoice@peacecorps.gov](mailto:GAPdomesticinvoice@peacecorps.gov).

b. For questions regarding payments, please send an email inquiry, including the Peace Corps contract reference number (e.g. *to be inserted at time of award*), the invoice number, billed amount, due date, and date sent to [Disbursing@peacecorps.gov](mailto:Disbursing@peacecorps.gov).

c. The invoice shall include, but not be limited to, the following information:

* Name and address of the Contractor
* Invoice date and invoice number
* Period of performance covered by the invoice
* Description, price(s), date of service, and quantity(ies) of services and supplies for which payment is being requested
* Shipping and payment terms, if any
* EFT account/payment information
* Costs incurred under the current voucher or costs incurred to date (cumulative)
* Signature of the Contractor’s authorized representative
* Contractor’s Tax Identification Number (TIN)
  1. **Invoice Certification**

Upon receipt of the invoices, the Peace Corps will check the invoices for correctness and appropriateness of the charges and will ensure that chargeable items appearing on the invoices have been formally accepted by the Peace Corps. In the event that the Peace Corps discovers any discrepancies in the invoice, the Peace Corps Contracting Officer and/or COR will, in addition to following the requirements of the Prompt Payment Act, take steps necessary to resolve the discrepancies with the Contractor.

* 1. **Invoice Payment**

For the purposes of this subsection, “invoice payment” is a Government disbursement of moneys to the Contractor under this ORDER for products and/or services, which are formally accepted by the Government. Invoices are payable in accordance with the requirements of the Prompt Payment Act. Payment will be considered as being made on the day of the electronic funds transfer is made.

The Government will pay the Contractor in arrears, the monthly fixed rate (i.e., unit price), at the applicable rate and for any approved incurred travel costs after Peace Corps acceptance of tasks and deliverables due and upon the Contractor’s submission of a proper invoice. Any approved travel shall be invoiced at cost only. The failure to properly submit invoices may result in a delay in payment.

* 1. **Interpretations of Modifications**

No oral or written statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms and conditions of this contract. Requests for interpretations, modifications or changes must be made in writing to the Contracting Officer. The COR can only respond technical matters that do not result in a change of scope to this contract.

**SECTION 5 – SPECIAL CONTRACT REQUIREMENTS**

**FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with 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 offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

**FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

**Clauses/Provisions Incorporated by Reference:**

|  |  |
| --- | --- |
| 52.202-1 | Definitions (Nov 2013) |
| 52.203-3 | Gratuities (Apr 1984) |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government (Sep 2006)(Alt I) |
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (Oct 2010) |
| 52.203-13 | Contractor Code of Business Ethics and Conduct (Oct 2015) |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014) |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011) |
| 52.204-5 | Women-Owned Business (Other Than Small Business) (Oct 2014) |
| 52.204-7 | System for Award Management (Oct 2016) |
| 52.204-9 | Personal Identity Verification of Contractor Personnel (Jan 2011) |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) |
| 52.204-13 | System for Award Management Maintenance (Oct 2016) |
| 52.204-14 | Service Contract Reporting Requirements (Oct 2016) |
| 52.204-16 | Commercial and Government Entity Code Reporting (Jul 2016) |
| 52.204-17 | Ownership or Control of Offeror (July 2016) |
| 52.204-18 | Commercial and Government Entity Code Maintenance (Jul 2016) |
| 52.204-20 | Predecessor of Offeror (July 2016) |
| 52.207-2 | Right of First Refusal of Employment (May 2006) |
| 52.209-2 | Prohibition On Contracting With Inverted Domestic Corporations--Representation (Nov 2015) |
| 52.209-6 | Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015) |
| 52.212-4 | Contract Terms and Conditions -- Commercial Items (Jan 2017) |
| 52.212-4 (Alt-I) | Contract Terms and Conditions -- Commercial Items (Jan 2017) (Alt-I) |
| 52.217-5 | Evaluation of Options (Jul 1990) |
| 52.217-8 | Option to Extend Services (Nov 1999) |
| 52.219-8 | Utilization of Small Business Concerns (Nov 2016) |
| 52.219-9 | Small Business Subcontracting Plan (Jan 2017) |
| 52.222-3 | Convict Labor (June 2003) |
| 52.222-17 | Nondisplacement of Qualified Workers (May 2014) |
| 52.222-21 | Prohibition of Segregated Facilities (Apr 2015) |
| 52.222-22 | Previous Contracts and Compliance Reports (Feb 1999) |
| 52.222-25 | Affirmative Action Compliance (Apr 1984) |
| 52.222-26 | Equal Opportunity (Sep 2016) |
| 52.222-37 | Employment Reports on Veterans (Feb 2016) |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) |
| 52.222-46 | Evaluation of Compensation for Professional Employees (Feb 1993) |
| 52.222-50 | Combating Trafficking in Persons (Mar 2015) |
| 52.223-5 | Pollution Prevention and Right-to-Know Information (May 2011) |
| 52.223-6 | Drug-Free Workplace (May 2001) |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) |
| 52.224-1 | Privacy Act Notification (Apr 1984) |
| 52.224-2 | Privacy Act (Apr 1984) |
| 52.224-3 | Privacy Training (Jan 2017) |
| 52.225-1 | Buy American – Supplies (May 2014 |
| 52.225-13 | Restriction on Certain Foreign Purchases (Jun 2008) |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Oct 2015) |
| 52.227-14 | Rights in Data—General (May 2014) |
| 52.227-19 | Commercial Computer Software License (Dec 2007) |
| 52.229-3 | Federal, State, and Local Taxes (Feb 2013) |
| 52.232-7 | Payments under Time-and-Materials and Labor-Hour Contracts (Aug 2012) |
| 52.232-8 | Discounts for Prompt Payment (Feb 2002) |
| 52.232-9 | Limitation on Withholding of Payments (Apr 1984) |
| 52.232-11 | Extras (Apr 1984) |
| 52.232-13 | Notice of Progress Payments (Apr 1984) |
| 52.232-16 | Progress Payments (Apr2012) |
| 52.232-17 | Interest (May 2014) |
| 52.232-23 | Assignment of Claims (May 2014) |
| 52.232-33 | Payment by Electronic Funds Transfer-- System for Award Management (Jul. 2013) |
| 52.232-39 | Unenforceability of Unauthorized Obligations (Jun 2013) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) |
| 52.233-1 | Disputes (May 2014) |
| 52.233-3 | Protest after Award (Aug. 1996) |
| 52.233-4 | Applicable Law For Breach Of Contract Claim (OCT 2004) |
| 52.239-1 | Privacy or Security Safeguards (Aug. 1996) |
| 52.242-13 | Bankruptcy (Jul 1995) |
| 52.242-17 | Government Delay of Work (Apr 1984) |
| 52.243-1 | Changes -- Fixed Price (Aug 1987) |
| 52.243-7 | Notification of Changes (Jan 2017) |
| 52.244-2 | Subcontracts (Oct 2010) |
| 52.244-6 | Subcontracts for Commercial Items (Jan 2017) |
| 52.246-2 | Inspection of Supplies -- Fixed-Price (Aug. 1996) |
| 52.246-6 | Inspection -- Time-and-Material and Labor-Hour (May 2001) |
| 52.246-20 | Warranty of Services (May 2001) |
| 52.246-23 | Limitation of Liability (Feb 1997) |
| 52.246-25 | Limitation of Liability -- Services (Feb 1997) |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) (Apr 2012) |
| 52.249-8 | Default (Fixed-Price Supply and Service) (Apr 1984) |
| 52.253-1 | Computer Generated Forms (Jan 1991) |

**FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements*. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017)**

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 (Oct 2015) (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).

\_X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

\_X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

\_\_\_ (14) (i) 52.219-6, Notice of Total Small Business 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.

\_X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_ (v) Alternate IV (Nov 2016) 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 (Jan 2017) (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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

\_X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

\_X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

\_X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

\_X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

\_X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

\_X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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.)

\_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

\_\_\_ (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

\_X (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

**\_\_\_** (ii) Alternate I (Jan 2017) of 52.224-3.

\_X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (49) (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.

\_\_\_ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_X (51) 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).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_X (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_X (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (62) (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:

\_X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67*.*).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 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).

\_\_\_ (5) 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).

\_\_\_ (6) 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).

\_\_\_ (7) 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).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (12) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

**FAR 52.222-35 Equal Opportunity for Veterans (Oct 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,’ and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

**FAR 52.222-36 Equal Opportunity for Workers With Disabilities (Jul 2014)**

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**FAR 52.233-2 Service of Protest (Sep 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

US Peace Corps Office of Acquisitions and Contract Management (OACM)

Attn: Brendan Kittredge

1111 20th Street, NW

Washington, DC

bkittredge@peacecorps.gov

202-692-2243

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

1. **TECHNICAL DIRECTION (MAY 2003)**

(a) Performance of the work under this contract shall be subject to the technical direction of the Peace Corps COR. The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract efforts, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual Performance Work Statement.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Objectives;

(2) Constitutes a change as defined in the FAR 52.212-4(c);

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(c) All technical direction from the COR shall be issued in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The COR may issue such guidance via telephone, facsimile, or electronic mail. Electronic mail shall serve as a method of written guidance.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under FAR 52.212-4(c);

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written modification; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

1. **USE OF PEACE CORPS NAME OR LOGO (NOVEMBER 2008)**

The Contractor shall make no publicity announcements or issue other public relations or promotional materials mentioning the Contractor’s connection with Peace Corps without first consulting with the Contracting Officer.  Further the Contractor shall not use the Peace Corps name and/or logo in conjunction with, or proximity to, the Contractor’s logo, trademark, trade name or facsimile thereof (co-branding) without the advance written concurrence of the Contracting Officer.

1. **Personnel Security Requirements**

All Contractor and Subcontractor personnel performing work under this Order shall satisfy all requirements for appropriate security eligibility in dealing with access to information and information systems belonging to or being used on behalf of the Peace Corps. This includes providing all requested information and completion of necessary forms for the purpose of processing Schedule Contractor personnel for a background investigation deemed sufficient for access to the Peace Corps’ facilities and logical access to the Peace Corps information systems. The Schedule Contractor shall be responsible for ensuring compliance with the below requirements by all of the Schedule Contractor’s and Subcontractor’s staff. It is the responsibility of the Schedule Contractor to provide technically qualified and cleared/security eligible personnel to satisfy this requirement.

In compliance with Homeland Security Presidential Directive 12 (HSPD-12), the Peace Corps will conduct background checks of all new Schedule Contractor employees to verify their suitability for access to federal space. If a proposed Contractor employee has an active security clearance granted by another Federal agency, which can be verified through Office of Personnel Management’s Clearance Verification System, and the Contractor employee was processed via HSPD-12 Personal Identity Verification procedures, the proposed Contractor employee will normally not have to be re-investigated.

Schedule Contractor employees will be required to submit the following documents at least 14 days prior to the date that they expect to begin work: an OF-306, Fair Credit Release, Tax Check Waiver, two fingerprint cards and photocopies of two IDs (e.g., passport, driver’s license, voter registration card, etc.) taken by the fingerprinting official, and PC-1336 or narrative signed statement indicating whether the individual contractor or any of the contractor’s employees who have unescorted access to Peace Corps premises or access to Peace Corps IT networks in performing work for the Peace Corps have been employed by any intelligence organization, worked under a contract involving an intelligence agency, been connected to an intelligence agency in any way, or engaged in or been connected with intelligence activities or related activities, and if so, the nature and dates of this involvement.  In addition, the COR will submit a Work Access Authorization Form (WAAF) on behalf of each Schedule Contractor employee. Upon submission of these documents, the Peace Corps’ Office of Safety and Security (S&S) will usually require the Schedule Contractor to complete E-QIP, the online security questionnaire.

Failure to meet the requirement of the PC-1336 will result in the individual contractor being rated ineligible for consideration. Individuals who have been engaged in certain intelligence activity or related work or who have been employed by or connected with an intelligence agency are ineligible to serve as Contractors who have unescorted access to Peace Corps premises or access to Peace Corps IT networks. Acceptance to serve as Contractors who have unescorted access or access to Peace Corps IT networks may preclude employment by certain intelligence organizations for a specific period of time, determined by the employing agency, after the subject Peace Corps work ceases.

This contract requires Contractors to have unescorted access to Peace Corps premises and/or access to Peace Corps IT networks.

Contractors who have unescorted access to Peace Corps premises or access to Peace Corps IT networks, cannot within the last 10 years (a) have been employed by an Intelligence Agency; (b) have engaged in intelligence activity; or (c) have a relationship with an Intelligence Agency or intelligence activity. The Peace Corps permanently bars from Contractor work which requires unescorted access to Peace Corps premises or access to Peace Corps IT networks any person who has been employed by the Central Intelligence Agency (CIA).

Intelligence Agency is defined as (a) any agency, division of an agency, or instrumentality of the United States Government that is a member of the United States Intelligence Community and (b) any other agency, division of an agency, or instrumentality of the United States Government or any foreign government, a substantial part of whose mission has been determined by the General Counsel to include intelligence activity or related work. This bar on an applicant who is or was employed by an Intelligence Agency applies whether or not the applicant was engaged in intelligence activity for the Intelligence Agency. Intelligence activity is defined as any activities or specialized training involved or related to the clandestine collection of information, or the analysis or dissemination of such information, intended for use by the US Government or any foreign government in formulating or implementing political or military policy in regards to other countries and/or the involvement in covert actions designed to influence events in foreign countries. The fact that the name of an employer or the description of a person’s work uses or does not use the term “intelligence” does not, in and of itself, mean that the person has or has not engaged in intelligence activity or related work. Additionally, employment is defined as the existence of a relationship of employer and employee, whether full-time or part-time, permanent or temporary, whether or not the individual is engaged in intelligence activity for an employer, without regard to the length of time the relationship existed or is proposed to exist, and includes for purposes of this restriction individuals performing duties as volunteers, fellows, interns, consultants, personal services contractors, contractors, and employees of contractors who were assigned to work for an Intelligence Agency or to engage in intelligence activities. Employees of contractors who were or are not themselves assigned to work for an Intelligence Agency or to engage in intelligence activities are not considered to have been or to be employed by an Intelligence Agency.

Additionally, applicants whose background discloses a relationship to an Intelligence Agency or intelligence activity may be ineligible to serve as Contractors who have unescorted access to Peace Corps premises or access to Peace Corps IT networks. The term relationship means any association with an Intelligence Agency or with an intelligence activity, if such association could be the basis for an inference or the appearance that an applicant was engaged in an intelligence activity. The association could include, but not be limited to, one based upon familial, personal, or financial connection to an Intelligence Agency or with an intelligence activity. Determinations of the eligibility or periods of ineligibility of such applicants will be made by the General Counsel on a case by case basis. Except when the CIA or the National Security Agency (NSA) is involved, if a connection with an Intelligence Agency involves an immediate family member who works or has worked in intelligence, the immediate family member should complete the form, not the contractor. If an individual contractor has an immediate family member who works for or has worked for the CIA, s/he should not give them this PC-1336 form to complete. Rather, s/he must contact the relative in person – not by phone, email, social networking, or any other means that is not in person – and ask him or her to contact the General Counsel at the CIA. If the intelligence connection involves the NSA, the contractor (or, if the connection is with a family member, that person) must contact NSA’s Office of the General Counsel at 410-854-3910 before submitting this PC-1336 form to Peace Corps.

Upon submission of all required documents, the Peace Corps’ Office of Safety and Security (S&S) will conduct required records checks.  Following the receipt of the results of those inquiries, a determination will be made as to whether or not the Schedule Contractor employee should be given interim access while the remainder of the investigation is completed.  If a favorable determination is made, S&S will grant interim access and issue an identification badge that will be used by the Schedule Contractor employee to gain access to the Peace Corps facilities.  Additionally, the Schedule Contractor employee shall abide by all physical requirements of the Agency, e.g. wearing of ID cards, evacuation plans, etc.

Upon the favorable adjudication of the completed investigation, the Schedule Contractor employee’s status will be changed from interim to final. If however, during the course of the investigation, an issue is discovered that could impact on granting final unescorted access status or access to Peace Corps information systems, the Schedule Contractor employee will be barred from unescorted access to the Peace Corps facilities or IT systems until the precipitating issue can be resolved.

If for any reason, at the sole discretion of the Peace Corps, the Office of Safety and Security denies a Schedule Contractor employee final unescorted access, the Schedule Contractor shall immediately assign a replacement resource with similar qualifications to provide the required services. The replacement employee will be subject to the procedures outlined above in H.2 and H.3.

At the end of the Schedule Contractor employee’s performance at the Peace Corps facility, whether at the end of the contract or during the period of performance, the Schedule Contractor employee shall turn in his/her Peace Corps issued identification badge to the COR and all individually issued Peace Corps furnished equipment prior to departure. The applicable Peace Corps Staffing Analyst for the COR will promptly remove the Schedule Contractor employee from the Peace Corps software tracking systems such as e-mail, Personnel Tracking System (PTS), etc.

Schedule Contractors are notified that, should the personnel they provide as part of their quotes not be available for immediate commencement of this requirement in accordance with the Key Personnel Clause and replacement candidates are not provided within 10 calendar days, the Peace Corps reserves the right to unilaterally de-obligate the funds under the order and solicit a new vendor.

1. **DATA SECURITY REQUIREMENTS**

The contractor is responsible for the protection and confidentiality of all Peace Corps technical data and findings. The contractor shall protect the information and information technology resources of the Peace Corps as proprietary to the Peace Corps.

Peace Corps information systems contain sensitive information and contain personal information subject to the Privacy Act of 1974 (PL 93-579 and amendments). It will be the Contractor's responsibility to familiarize and brief employees and subcontractors on the provisions of the Privacy Act. FAR clauses, 52.224-1: "Privacy Act Notification" and 52.224-2: "Privacy Act", are hereby incorporated by reference.

The confidentiality and disclosure provisions of Title VII of the Civil Rights Act of 1964 and Title I of the American with Disabilities Act prohibit disclosure of any charge or charge-related information. The contractor shall agree that such information will not be disclosed and will only be used for the performance of their responsibilities under this contract.

Contractor activities providing support to the Peace Corps will operate in accordance with agency policies, manual sections, standard operating procedures, and federal regulations, to include MS 542 IT Security Policies and Procedures, and the Federal Information Security Management Act (FISMA).

1. **RIGHTS TO INTELLECTUAL AND/OR CREATIVE DATA (May 2003)**

All Contractor’s rights or interests, including but not limited to, rights under copyright laws (federal otherwise) and copyright common law, in any and all deliverable items, collateral materials, or any other products created or provided under this contract shall hereby be assigned and transferred to the Peace Corps in this contract, including the right to modify same, to use same, and to authorize others to use same in their original or modified form for any purpose.

1. **KEY PERSONNEL (MAY 2003)**

(a) The personnel specified below are considered to be essential to the work being performed under this contractual arrangement. During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (b) of this clause. After the initial 90-calendar day period, the Contractor shall submit the information required by paragraph (b) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(b) Prior to diverting any of the specified individuals to other projects, or otherwise substituting any other personnel for specified personnel, the Contractor shall notify the Contracting Officer reasonably in advance but not less than 15 calendar days prior and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. Proposed substitutions must have comparable qualifications to those of the persons being replaced. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided that the Contracting Officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the Contracting Officer required by this clause. The Contracting Officer shall respond to the request within 15 calendar days of receipt. The contract may be modified from time to time during the course of the contract to either add or delete personnel, as appropriate.

Name Title

*To be determined Project Manager*

*To be determined Technical Lead*

1. **ORGANIZATIONAL CONFLICT OF INTEREST (PEACE CORPS)**
2. At the award of this contract, the Contractor shall certify that it does not have an Organizational Conflict of Interest in accordance with paragraphs (1) - (2) below:
3. "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Peace Corps, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
4. The Contractor certifies that to the best of its knowledge and belief, that it does not have any organizational conflict of interest(s) as defined in paragraph (a)(i). Before submitting the conflict of interest certification, the Contractor shall search its records accumulated, at a minimum, over the past three years.
5. If the Contractor cannot so certify, it shall provide a disclosure statement before award which describes all relevant information concerning past, present, or planned interests bearing on whether it (including its chief executives, directors, proposed consultant, proposed subcontractor, etc.) may have a potential organizational conflict of interest.
6. (1)The Contractor agrees to immediately notify the Peace Corps Contracting Officer’s Representative (COR) and Contracting Officer of:
7. any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or
8. any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor.

2) A personal conflict of interest is defined as any relationship with an employee,

subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

1. The Contractor must certify that its personnel who perform work under this contract or relating to this contract have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor.
2. The Contractor agrees to notify the COR and Contracting Officer prior to incurring

costs for an employee’s work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer and COR of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

1. The parties to this contract agree that the Contractor shall be free to compete for contracts on an equal basis with other companies, except for if the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop recommendations for specifications, requirements, and/or statements of work, and such recommendations, specifications, requirements, and/or statements of work are partially or fully incorporated into a Peace Corps solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor, subcontractor, or as a consultant to a prime contractor or subcontractor under a resulting Peace Corps contract, for a period of three years, unless otherwise authorized by the Contracting Officer. This limitation applies to the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor. This exclusion does not apply to any re-competition for those services furnished pursuant to this contract.
2. As provided in FAR 9.505-2, if the Peace Corps procures a system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
3. The Contractor agrees in advance that if any bids/quotes/proposals are submitted for any work that would require written approval of the Contracting Officer in accordance with paragraph (d) above, then the bids/quotes/proposals are submitted at the Contractor’s own risk. Therefore, no claim shall be made against the Peace Corps to recover bid/proposal/quote costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

1. To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
2. The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Peace Corps during or as a result of performance of this contract. Further, the prohibition against release of Peace Corps provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
3. The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
4. The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Peace Corps concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Peace Corps’ interest.
5. The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Peace Corps may terminate the contract for the convenience of the Peace Corps if determined to be in the best interest of the Government.
6. Notwithstanding paragraph (k) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Peace Corps may terminate this contract for default.
7. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Peace Corps may terminate this contract for default.
8. The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform to the language of this clause, including paragraph (n), unless otherwise authorized by the Contracting Officer. The Contractor shall substitute "subcontractor" for "contractor" where appropriate.
9. The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
10. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
11. Compliance with this requirement is a material requirement of this contract.

**5.8 NON-DISCLOSURE**

The Contractor shall not publish or disclose in any manner, without the Contracting Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under this contract or any other non-public information otherwise provided by the Government.

### 5.9 GOVERNMENT FURNISHED EQUIPMENT OR PROPERTY (GFP/GFE)

The Government will provide limited government-furnished property for this contract. Peace Corps will provide the Contractor personnel with workspace and appropriate accommodation (computer(s), computer hardware and software, telephones, etc.) to onsite contractor personnel and to offsite contractor personnel when they are on-site for meetings and trainings. Please note that Contractor-owned equipment cannot connect to the Peace Corps network. The Government will provide physical space for conducting interviews of Peace Corps staff.

The Contractor will be responsible for providing all other materials and equipment necessary to accomplish the requirements of the contract. The Government expects that those needs will be minimal, since the Contractor can conduct research and analysis on their own computer systems and at Contractor-owned facilities. The Contractor shall be responsible for the maintenance of any equipment needed to perform the duties of the contract and any failure of Contractor-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract.

**5.10 PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES**

a. The performance of personal services under this contract is strictly prohibited.

b. Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each contract arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this contract?

c. The Government and the Contractor understand and agree that the support services to be delivered under this contract are non-personal services in nature, that is, no employer-employee relationships exist or will exist under the contract between the Government and the Contractor or between the Government and the Contractor’s employees.

d. Contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.

(2) Be placed in a Federal staff or policy making position.

(3) Be placed in a position of supervision, direction, or evaluation over Peace Corps personnel, or personnel of other contractors, or become a part of a government organization.

e. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government.

(2) Rules, regulations, direction, and requirements which are issued by Peace Corps management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

(3) The Contractor shall immediately advise the Contracting Officer if the contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

f. Contractor Management Responsibility. The Contractor shall appoint a supervisor/manager who will be the Contractor’s authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COR may issue within the terms and conditions of the contract. All administrative support of Contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the contractor.

**5.11 CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS**

The contractor shall include Attachment 9 – Offeror Representations and Certifications along with their proposal. The completed Attachment 9 will be incorporated into the awarded contract.

**5.12 DATA RIGHTS**

a. The definition of “unlimited rights” is contained in Federal Acquisition Regulation (FAR) 27.401, “Definitions.” FAR clause 52.227-14 “Rights in Data-General” (May 2014), is hereby incorporated by reference and made a part of this contract.

b. Government Furnished Data and Materials. The Peace Corps shall retain all rights and privileges, including those of patent and copy, to all Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any data or other materials furnished under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Government is otherwise entitled elsewhere in this contract.

c. Contractor Produced Data and Materials. All property rights, including publication rights, in the information and materials produced by the Contractor in connection with this contract shall vest in the Government.

**5.13 BREACH OF INFORMATION NOTIFICATION REQUIREMENT**

In accordance with the Peace Corps’ Manual Section 899, Breach Notification Response Plan, the Contractor shall provide notification of a suspected or known breach promptly (within 4 hours) by calling the Peace Corps’ Domestic Services Help Desk at 202-692-1000.

A breach and/or incident means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Personally Identifiable Information (PII) or Covered Information, whether physical or electronic. The Peace Corps’ Manual Section 899 will be incorporated into the resulting contract to provide the definitions of PII and Covered Information. If a suspected or known breach occurs, the Contractor shall work with and provide necessary information, as requested, to the Peace Corps’ Response Team who will respond to the notification.

**5.14 INDEMNIFICATION**

1. Responsibility for Government-owned or leased Property and Equipment. During performance, the Contractor shall be responsible for all negligent acts or missions of its employees or agents or the employees or agents of its subcontractor(s). In this regard, the Contractor shall, at no cost to the Government and at the Government's option, replace or compensate the Government for any damage to or loss of Government-owned or -leased property caused by such negligent acts or omissions.
2. Responsibility for Contractor or Third-party owned or leased Property and Equipment. The Contractor shall indemnify the Government against any and all liability claims for loss or damage to any Contractor owned or leased property occurring as a result of negligence or omissions by employees or agents of the Contractor or its subcontractor(s) in connection with the performance of work under the terms of this contract.
3. Responsibility for Property and Equipment Damaged or Lost through no fault of the Contractor or the Government. Property damage or loss that occurs through no fault of either the Contractor, their subcontractors or agents or the Government shall be the responsibility of the party holding title to or having leased the property.
4. Contractor Actions. The Contractor shall indemnify and hold the Government, its agents and employees, harmless against any financial loss or liability, including costs and expenses, arising from any negligent or wrongful act, or omission, or malpractice, on the part of the Contractor, or any of its agents or employees, during the Contractor’s performance under this contract. The Contractor also agrees that if the Government suffers any financial loss or liability because of any negligent or wrongful act, or omission, or malpractice, by the Contractor, or any of its agents or employees, the Peace Corps may offset any such sums against any money in the Peace Corps’ possession, which would otherwise be due and payable to the Contractor.

**5.15 SYSTEM ACCESSIBILITY AND EASE OF USE**

**Section 508 – Electronic and Information Technology (EIT) Standards**

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all the Peace Corps orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>. A printed copy of the standards will be supplied upon request.  The Contractor shall comply with the technical standards as marked:

\_x\_§ 1194.21 Software applications and operating systems

\_x\_§ 1194.22 Web-based intranet and internet information and applications

\_x\_§ 1194.23 Telecommunications products

\_x\_§ 1194.24 Video and multimedia products

\_x\_§ 1194.25 Self-contained, closed products

\_x\_§ 1194.26 Desktop and portable computers

\_x\_§ 1194.31 Functional Performance Criteria

\_x\_§ 1194.41 Information, Documentation, and Support

**5.16 COMPLIANCE WITH FEDERAL INFORMATION SECURITY REQUIREMENTS**

# 5.16.1 Information Security Requirements

**5.16.1.1** Federal Information System Security Requirements:

The Contractor shall provide software updates to ensure compliance with the Federal Information Security Management Act (FISMA).

This system shall meet current and future requirements of all relevant Office of Management and Budget (OMB) Memorandum, Federal Information Processing Standards (FIPS), and National Institute of Standards and Technology (NIST) Special Publications <http://csrc.nist.gov/publications/PubsSPs.html>, including the requirements of OMB Memoranda, FIPS, other NIST SPs and other noted references, *Recommended Security Controls for Federal Information Systems* under all security controls indicated as part of the moderate-impact system baseline.

This list includes but is not limited to:

* FIPS-197 Advanced Encryption Standard
* FIPS-140-2 Security Requirements for Cryptographic Modules
* NIST SP 800-18, Guide for Developing Security Plans forFederal Information Systems
* NIST SP 800-34 Rev. 1, Contingency Planning Guide for federal Information Technology Systems
* NIST 800-37, Rev 1, Guide for Applying the Risk Management Framework to Federal Information Systems
* NIST SP 800-53, Recommended Security Controls for Federal Information Systems
* NIST SP 800-123, Guide to General Server Security
* NIST SP 800-128, Guide for Security-Focused Configuration Management of Information Systems
* OMB Memorandum M-06-16, Protection of Sensitive Information, June 2006
* OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 2007
* Applicable sections of the Peace Corps Manual to include MS 542: IT Security Policies and Procedures and associated PC IT Security Requirements.

**5.16.1.2**The Peace Corps Information Security Policies & Procedures Peace Corps’ Manual Section 542 will be incorporated into the resulting contract and is provided as Attachment 11. The Peace Corps policies and procedures shall be followed. They refer to and align with the requirements identified in NIST SP 800-53. Where agency security policy is undefined, the vendor shall bring it to the attention of the COR and implement industry standard security measures based on NIST 800-53 for Moderate Impact Systems.

**5.17** **Restriction on Advertising**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Peace Corps, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor shall contain the following statement: “This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

**5.18 FedRAMP Requirement**

The LMS application and hosting platform shall be FedRAMP Compliant: JAB Provisional Authorization, Agency Authorization, and CSP Supplied Package.  If the Contractor does not have FedRAMP Certification, the Contractor must have plans in place that will result in FedRAMP certification within three (3) months from the date of quote.

If the Contractor is not FedRAMP certified and does not have an Agency ATO, then the Contractor shall prepare a complete Security Assessment Package (SAP) for the system/solution in accordance with NIST SP 800-53 rev 4. The Contractor shall have a System Assessment and Authorization performed by an independent third-party assessor. The Contractor shall remediate the findings and vulnerabilities identified during that assessment.  Peace Corps Information Security will review the SAP and issue an ATO if all documentation is complete and meets security requirements.  The LMS will not be accepted by Peace Corps until an ATO is achieved by the Contractor.

**5.19 EXTENSION OF COMMERCIAL WARRANTY**

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

**SECTION 6 – LIST OF ATTACHMENTS**

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Attachment 1 Pricing Table

Attachment 2 Functional and Technical Requirements

Attachment 3 Data Migration

Attachment 4 SF-182 Requirements

Attachment 5 Workflows

Attachment 6 Plugins Overview

Attachment 7 Demonstration Requirements

Attachment 8 Domestic Vendor File Request Form

Attachment 9 Offeror Representations and Certifications

Attachment 10 Peace Corps’ Manual Section 899, Breach Notification Response Plan

Attachment 11 Security Policies & Procedures Peace Corps’ Manual Section 542

Attachment 12 Commercial Warranties (**to be inserted at award**)

Attachment 13 Solution Delivery Framework

Attachment 14 Draft SF1449

**SECTION 7 – INSTRUCTIONS TO VENDORS**

**7.0 – QUOTATION INSTRUCTIONS**

**FAR 52.212.-1 Instructions to Offerors—Commercial Items (Jan 2017)**

(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](https://www.acquisition.gov/sites/default/files/current/far/html/FormsStandard67.html#wp1189284) provided as Attachment 14). 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](https://www.acquisition.gov/sites/default/files/current/far/html/FormsStandard67.html#wp1189284) (provided as attachment 14), 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](https://www.acquisition.gov/sites/default/files/current/far/html/52_212_213.html#wp1179194) (see FAR [52.212-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_212_213.html#wp1179194)(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](https://www.acquisition.gov/sites/default/files/current/far/html/FormsStandard67.html#wp1189284), 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, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative 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](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) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%2032_11.html#wp1043964)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](https://www.acquisition.gov/sites/default/files/current/far/html/www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](https://www.acquisition.gov/sites/default/files/current/far/html/www.sam.gov) for establishing the unique entity identifier.

(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](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.

**7.1 General**

a. Any questions concerning this RFQ must be submitted via e-mail to the Contracting Officer, Brendan Kittredge, at [bkittredge@peacecorps.gov](mailto:mshivers@peacecorps.gov) and received by **12:00 PM on April 5, 2017**. All (timely) questions received and responses to these questions will be provided to all vendors via e-mail giving due regard to the proper protection of the identity of the submitter of the question and proprietary information. **Offerors shall not direct any questions concerning this RFQ to anyone other than the Contracting Officer.**

b. This RFQ does not commit the Government to pay any costs incurred in the submission of any quotation or in making necessary studies for the preparation thereof. Nor does it commit the Government to procure or contract for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.

c. The Government will award a single Task Order contract resulting from this RFQ to an Offeror whose quotation represents the best value to the Government after evaluation in accordance with the criteria set forth in Section 8 “Evaluation” below. Therefore, initial offers should contain the Offeror’s best offer from a technical and price standpoint.

d. Each Offeror shall submit a complete and acceptable quotation in accordance with the instructions contained herein. Such a quotation: (1) is for the total requirement and scope stated in the RFQ and (2) accepts each of the requirements, provisions, terms and conditions, and clauses stated in all sections of this RFQ. **Alternate quotations will not be considered.**

1. Pursuant to FAR 52.212.-1 (c) above, quote submissions shall remain valid for a minimum of 90 calendar days from date of receipt.

**7.2 Quotation Submission**

1. Quotations submitted in response to this RFQ shall be formatted in accordance with the instructions provided in this section. To be considered for award, quotations must be received no later than **04:00 PM EST on April 21, 2017.**
2. In addition, the Offeror shall set forth any assumptions used in development of its pricing. Any exceptions taken to the terms and conditions of the RFQ shall be stated in the price quotation. For each exception, the Offeror shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Offeror is advised that any exception taken to the terms and conditions of the RFQ may adversely impact their evaluation rating. The Government reserves the right not to accept any exceptions to this RFQ.
3. The Peace Corps will NOT accept facsimile or Internet submissions. Offerors shall furnish quotations in separately bound volumes in the quantities specified below.  **In addition, a complete electronic submission shall be provided via CD-ROM of the applicable Business/Price quote, Technical quote.**

Quotations shall consist of two volumes, as follows:

Volume 1 – Technical Quote (Original and **5 copies**) plus 1 CD-ROM

Volume 2 – Business/Price Quote (Original and 1 copy) plus 1 CD-ROM (Excel Format)

Quotes shall be submitted to:

Peace Corps

Office of Acquisition and Contract Management

1111 20th Street NW

Washington, DC 20526

Telephone: (202) 692-2284

Attn: Brendan Kittredge, Contracting Officer

NOTE: Offerors are encouraged to make arrangements to have your submission hand delivered to ensure proper and timely delivery of your quote. Failure to hand deliver or properly mark the outer cover of your quote could be the cause of your offer being misdirected and received too late at the required destination.

**7.3 Quotation Format and Content**

**7.3.1 Volume 1 (Technical Quote) –**

**a. The length of the technical quote shall not be more than 20 pages total, exclusive of resumes, CPMP and past performance examples.** Contractors are encouraged to submit the fewest number of pages responsive to the Statement of Objectives using the quote section page limits as cited within this section. **Pricing information SHALL NOT be included in the technical quote.** The directions provided within this section assist in providing a fair and equitable evaluation of all quotations received. **The Agency may determine those quotations not following the directions unacceptable, and if so, shall receive no further consideration.** The acceptable format is recognized as follows:

1. 8.5 by 11 inch paper

2. 12 pitch font; any typed narrative included on tables or graphics pages may not be smaller than 8 pitch font.

3. 1.25 inch margin left & right, and 1 inch margins at both top and bottom

4. All pages shall be single spaced and be single sided.

5. Every page shall be sequentially numbered.

6. Page numbers shall be centered in the bottom margin, above the proprietary data statement.

7. Foldouts may be used for tables, figures, charts and graphs where necessary for non-narrative discussion illustrating items such as organization, layout or implementation schedules. Foldouts should be uncomplicated to preserve clarity. Extensive written text or tabular data, beyond that reasonably required for clarity, shall not be included in the material presented on the foldout sheet. Foldout pages shall fold entirely within the volume and shall be limited in size to no more than two (2) standard size pages. Such foldout pages will be regarded as two (2) pages, for page-count purposes.

8. Resumes shall not be more than two (2) pages in length each as shown below. Offerors shall submit one resume for each key personnel.

9. The page restrictions shown below are to assist in focusing quotations on the most important elements, while still allowing a full discussion. The page restriction also assists the quotation evaluation process to be timely and complete. Page restrictions apply to exhibits, charts, diagrams, etc. Any information submitted in excess of the stated page limitations shall not be considered by the Government.

**Technical quotes shall not make reference to pricing data in order that evaluation thereof may be made strictly on the basis of technical merit.**

**b. At a minimum, the technical quotation shall include the following information:**

**1. Cover Page (not to exceed 1 page) –**

At a minimum, this page shall include the name, address, and telephone number of the Offeror, the solicitation number and date of submission. This page shall also include a quotation validity date of no less than 90 days.

**2. Executive Summary (not to exceed 2 pages) –**

The Executive Summary shall provide a concise narrative summary of your technical quote, highlighting any key or unique features. If any portion of the work will be subcontracted, identify the subcontractor(s) and their respective role(s) and responsibilities. The Offeror shall explain the reasons for and advantages of selecting particular subcontractors.

**3. TAB 1. Technical & Management Approach (not to exceed 17 pages) –**

The Offeror shall provide a Performance Work Statement (PWS) that describes their approach for providing support services in accordance with the objectives delineated within the Statement of Objectives. The PWS must demonstrate a capability to perform ALL OF THE TASKS described in the Statement of Objectives. At a minimum, the following shall be addressed:

1. A description (***in the Contractor’s own words***) of the technical approach that satisfies the requirements of the Statement of Objectives. This discussion shall clearly demonstrate the Offeror’s understanding for performing and managing the work, including the proposed methods to ensure that schedules are met, the methods for achieving the goals and objectives stated herein, and any other information (i.e., difficulties, uncertainties, and risks associated with the work) that may bear on the Offeror’s ability to perform the work successfully. A simple repetition and/or paraphrasing of the requirements set forth in this solicitation is unlikely to provide for an adequate demonstration by prospective Offerors of a proper understanding and grasp of the scope of effort required and may be judged as unacceptable for establishing technical acceptability.
2. The Offeror shall describe the plan and procedures for managing any subcontractors.
3. The Offeror shall describe their approach to meeting potential Peace Corps customizations including the following identified potential customizations: integration with Peace Corp’s SharePoint, integration with Peace Corp’s PC Live, integration with Lynda.com, and integration with OPM’s HR University.
4. The Offeror shall describe their ability and approach to converting and migrating legacy data in accordance with Section 2.4.2 of the SOO.
5. The Offeror shall describe their approach to meeting the IT security requirements identified within Sections 5.16 and 5.18. The Contractor shall attach their FedRAMP certification or their plan for certification to the quote. If the Contractor does not have or plan to get FedRAMP Certification, the Contractor must present an active FISMA compliant Authority-To-Operate (ATO) from one or more US Government agencies.
6. Include a proposed high level organization chart (identifying names and position titles).
7. The Offeror shall deliver Attachment 12 Commercial Warranties iaw Section 5.19 if available. (**Not included in total page count for Technical & Management Approach**)
8. The Offeror shall deliver Attachment 2 Functional and Technical Requirements. The Government desires a single LMS Solution servicing both staff and volunteers, however the Government will consider a two system approach. Solutions will be evaluated on a total solution basis. (**Not included in total page count for Technical & Management Approach**)
9. A detailed DRAFT Contractor Project Management Plan iaw Section 2.5.2 (above) which includes a description of the tasks involved and the methodology used in completing each task. The work plan shall include the proposed approach to quality control and quality assurance. The plan should have a listing of all of the related deliverables and dependencies necessary to complete the deliverables. **(Not to exceed 10 pages - Not included in total page count for Technical & Management Approach).**
10. Product Demonstration – At a minimum, one page shall include an acknowledgement of the requirement for a product demonstration. The Offeror shall identify any necessary equipment (i.e., computers, monitors, overhead projection or flat screens) needed in support of their demonstration. All product demonstrations will take place at Peace Corps offices located at 1111 20th Street NW, Washington, DC 20526.
11. Offerors may be asked to demonstrate their solutions at Peace Corps headquarters within two to three weeks of quote submissions.  Peace Corps will contact the appropriate selected Offeror’s point of contact to establish a date and time for the demonstration.
12. Demonstrations will serve the following purposes:
    * to allow the vendor to demonstrate its implementation of a subset of Peace Corps requirements
    * to highlight the solution’s functionality iaw Attachment 2 Functional and Technical Requirements
    * to allow the vendor to demonstrate the effort required to access desired functions or data.

**4. TAB 2. Past Performance (not to exceed 6 pages - excluded from total page count) -**

The technical quote shall include three (3) references for the prime Offeror, not more than one (1) page each in length for all projects of similar size, scope and complexity of the Statement of Objectives. The references shall have an emphasis on public sector projects, which are in progress or were completed within the past three (3) years. If applicable, include two (2) references for each proposed subcontractor, not more than one (1) page in length for all commensurate projects that are in progress or were completed within the past three (3) years. If the Offeror is proposing the use of more than one subcontractor, the Prime is required to submit one (1) reference for each subcontractor, not more than one (1) page in length. For each reference, please include the following information:

1. Customer name and address.
2. Point of contact (name, title, telephone number, e-mail address, and fax number) for contractual/administrative matters (e.g., the Contracting Officer) and technical performance (e.g., the Contracting Officer’s Representative).
3. Contract number
4. Total dollar value of the contract. If performed as part of a team, provide the dollar value of your firm’s contribution.
5. Pricing arrangement
6. Period of contract performance.
7. Description of work performed.
8. Identification of the major teaming partners, sub-contractor, or prime

**5. TAB 3. Key Personnel Qualifications (Resumes not more than 2 pages in length each – excluded from total page count)**

Provide a resume for each proposed key personnel. Each resume must include sufficient information to demonstrate that the proposed individual has the expertise, knowledge and experience to perform the work. If the proposed individuals are not presently employed by your firm, a signed letter of commitment, signaling the individuals’ intent to join your firm should you be awarded this contract, shall be included in your quotation. For positions identified as "key personnel" in accordance with Section 5.6 above, submission of these resumes is considered a commitment on the part of the Contractor that, should the Contractor be awarded a contract, those specific individuals will be assigned to perform stated duties.

**7.3.2 Volume 2 (Business/Price Quote) –**

* 1. **Authorized Individuals -** Provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this quotation. Provide the same information for the individual that would be identified in Section 4.1.3 above.
  2. **Offeror Representations and Certifications** – The Offeror shall complete and submit Attachment 9 – Offeror Representations and Certifications.
  3. Completed **Attachment 8 Domestic Vendor File Request Form**
  4. The Offeror shall replicate the pricing table found as **Attachment 1 “Pricing Table”** and use it in preparing its price quote. The Price Quote shall be strictly limited to price information and supporting documentation. The price quote shall contain the following:

1. CLINs 0001: LMS Staff and Volunteer Solution (FFP):– For the Base Period of Performance, the Contractor shall provide the total firm fixed price to design, configure, integrate and deploy the LMS in accordance with SOO Section 2.4.1, 2.4.2, and 2.4.3.
2. CLINs 0002, 0006, 0010, 0014, and 0018: Supplemental Support Services (FFP): Related to the Base PoP and Option years, the Contractor shall propose a FFP for this line item for the requirements listed at SOO Section 2.5.4.3. This line item is identified as an optional line item to be awarded at the Government’s discretion.
3. CLINs 0003, 0007, 0011, 0015, and 0019: Customizations (LH Item): The Government estimates no more than 600 total labor hours in total will be needed for this line item. The Offeror shall propose contractor specific labor categories (fill in Attachment 1, “Pricing Table”, Column B) in a labor mix that can successfully perform the requirements of the applicable CLIN and adds up to 600 total labor hours. The Offeror may add rows as necessary to incorporate additional labor categories. The contractor shall fill-in the hourly rate for each labor category in Attachment 1, “Pricing Table”, Column C. All hourly rates must be fixed unit prices that include all costs and profit necessary to provide the level of service specified in the contract. The proposed labor mix will be used in calculating a weighted average hourly LH rate to be incorporated into the resulting contract (Attachment 1, “Pricing Table”, Column E) and will be used in the evaluation of total evaluated price. The Government technical evaluation team will also evaluate the labor mix proposed for technical acceptability. Services provided on a Labor Hour basis shall be billed at the hourly rates specified in Attachment 1 “Pricing Table” column E.
4. CLINs 0004, 0008, 0012, 0016, and 0020: Training Support Services (LH): The Government estimates no more than 600 total labor hours in total will be needed for this line item. The Offeror shall propose contractor specific labor categories (fill in Attachment 1, “Pricing Table”, Column B) in a labor mix that can successfully perform the requirements of the applicable CLIN and adds up to 600 total labor hours. The Offeror may add rows as necessary to incorporate additional labor categories. The contractor shall fill-in the hourly rate for each labor category in Attachment 1, “Pricing Table”, Column C. All hourly rates must be fixed unit prices that include all costs and profit necessary to provide the level of service specified in the contract. The proposed labor mix will be used in calculating a weighted average hourly LH rate to be incorporated into the resulting contract (Attachment 1, “Pricing Table”, Column E) and will be used in the evaluation of total evaluated price. The Government technical evaluation team will also evaluate the labor mix proposed for technical acceptability. Services provided on a Labor Hour basis shall be billed at the hourly rates specified in Attachment 1 “Pricing Table” column E.
5. CLINs 0005, 0009, 0013, 0017, and 0021 (if exercised): Other Direct Costs (T&M) (Task 2.4.4):

The Government has included a ceiling amount of $50,000 for CLIN 0005, 0009, 0013, 0017, and 0021. The Offeror shall include $50,000 for each of the respective CLINs as shown in Attachment 1 – Pricing Table.

1. Assumptions -- Describe any assumptions used to develop the proposed pricing.

**SECTION 8 – EVALUATION & AWARD**

**8.0 - EVALUATION**

**8.1 General**

The Peace Corps will award a Task Order resulting from this RFQ to a vendor whose quote, conforming to this RFQ, will be the most advantageous and represents the best value to the Government. In determining which quote represents the best overall value, the Peace Corps will consider three factors listed in order of descending importance: technical capability, past performance and price.

***The evaluation of quotes received SHALL NOT be on the basis of FAR part 15.***

The Peace Corps will evaluate each Vendor based on the following:

**8.2 Non-Price Factors**

**Factor 1: Technical Capability:**

The Peace Corps’ assessment of technical capability will be based on information provided with the vendor’s quotation. For each factor, the Peace Corps will identify strengths, weaknesses, risks, and deficiencies to determine the overall technical merit of the quotation.

Within this factor, the Government’s evaluation will be based on the Vendor’s response to the

Statement of Objectives requirements and the instructions section above. The evaluation of the “Technical Capability” factor shall include an assessment of risk, which shall consider the potential for degradation of performance, the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. The Government will evaluate the following areas:

1. Offeror’s technical approach and ability to meet the requirements of the Statement of Objectives. The Government will evaluate the Offeror’s understanding for performing and managing the work, including the proposed methods to ensure that schedules are met, the methods for achieving the goals and objectives stated herein, and any other information (i.e., difficulties, uncertainties, and risks associated with the work) that may bear on the Offeror’s ability to perform the work successfully. Evaluation includes the process the Contractor proposes to implement the LMS and convert and migrate data.
2. Offeror’s plan and procedures for managing any subcontractors.
3. Offeror’s approach to meeting potential Peace Corps customizations including the following identified potential customizations: integration with Peace Corp’s SharePoint, integration with Peace Corp’s PC Live, integration with Lynda.com, and integration with OPM’s HR University.
4. Offeror’s ability and approach to converting and migrating legacy data in accordance with Section 2.4.2 of the SOO.
5. Offeror’s ability to meet the IT security requirements identified within Sections 5.16 and 5.18
6. Offeror’s submitted organizational chart
7. Offeror’s Commercial Warranties submitted as Attachment 12
8. Offeror’s ability to meet ALL the minimum technical requirements (e.g. system functionalities) specified in Section 2 and Attachment 2 in both the product demonstration and the technical volume submitted. The Government desires a single LMS Solution servicing both staff and volunteers, however the Government will consider a two system approach. Solutions will be evaluated on a total solution basis. Failure to meet all requirements in Section 2 and Attachment 2 may render the Contractor ineligible for award.
9. Evaluation of the draft CPMP including the resources and schedule to meet objectives required in the SOO
10. *Demonstration* (Pass or Fail)
    1. This portion of the technical quote will be evaluated on a pass or fail basis. Offerors shall make themselves available to perform their demonstrations within two to three (2-3) weeks after submission of quotes.
       1. Demonstrate Contractor’s LMS as-built, current product
       2. Demonstrate the following basic components of the Schedule Contractor’s product through simple scenarios provided by the Peace Corps. (The scenario will be sent out at the time of demonstration invitation.)
11. *Key Personnel:* The Peace Corps will evaluate key personnel based on CVs or resumes included in the technical volume.

**Factor 2: Past performance:**

The Government will evaluate the Offeror’s quality of service, timeliness of delivery, ability to control costs, and its business relationship and overall customer satisfaction on projects similar in size, scope, and complexity to those found within this RFQ. The Government may obtain and use past performance information from sources other than those identified in the quote response. Although the Peace Corps cannot guarantee that it will contact all of each Offeror’s and their proposed subcontractor’s references, it will make a reasonable effort to contact them. Offerors who have no relevant past performance will receive a neutral rating for this factor.

**8.3 Factor 3: Price**

1. To be considered for award, the Offeror must submit prices which comply with the requirements set forth in Section 7.3.2 “Business/Price Quote” above. Offerors who fail to comply with these requirements will receive no further consideration and may be eliminated from this evaluation.
2. For price evaluation purposes, the Government will calculate the total evaluated price (which includes any proposed discounts offered) for each Offeror by adding the total price for all options to the total price for the basic requirement. The Government will calculate the total price for LH line items by multiplying the ceiling hours times the proposed fully-burdened labor rate. All Other Direct Cost CLINs will be included in the total evaluated price at $50,000 per year as shown in Attachment 1 – Pricing Table. The grand total evaluated price will be calculated as shown in cell F118 of Attachment 1 – Pricing Table. The Government will verify the mathematical accuracy of the total evaluated price computation. 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).
3. The Government will evaluate the Offeror’s price quote to assess the reasonableness of the total evaluated price to perform all services.
4. There is no guarantee that the actual quantities of labor hours ordered during the term of the task order/contract will be the same as those included in Attachment 1 “Pricing Table.” For Labor Hour items the Government will execute requirements in accordance with Sections 2.4.5 and 2.4.6 of the SOO.

**8. 4 Award Determination**

**8.4.1 Non-Price versus Price Considerations**

In deciding which vendor represents the best overall value to the Government, the Peace Corps considers a Contractor’s non-price evaluation factors (Factor 1: Technical Capability and Factor 2: Past Performance) to be significantly more important than its proposed price (Factor 3: Price).

**8.4.2 Communications**

The Government intends to evaluate quotations and award this task order/contract without the use of communications with the Offeror. Therefore each Offeror shall make its single best effort in its initial technical and pricing quotations. However, if after evaluating the initial quotations the Peace Corps finds that communications are warranted, it may conduct them with all or a limited number of the Offerors. Information obtained during communications, whether or not it is reduced to written material, may be considered by the Peace Corps in the evaluation and best value decision.

* + 1. **Best Value Determination and Award**

The best value determination will be made as follows:

1. The total evaluated price will be the determining factor for award where two or more quotations are considered substantially equal based upon the evaluation of non-price evaluation factors (Factor 1: Technical Capability and Factor 2: Past Performance). That is, where the Peace Corps determines that the technical capability and past performance record of each Offeror are not significantly different among competing quotations, then the quotation with the lowest evaluated price will be selected for award.
2. If the Peace Corps determines that there are significant technical differences between the capabilities of two or more Offerors, then a more expensive quotation may be selected for award as long as the Peace Corps determines that the value of the selected quotation is worth the price differential.