



PEACE CORPS

REQUEST FOR QUOTE 1145PC23Q0113
COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS

**Request for Quotation (RFQ) – Learning Management System Software as a Service (SAAS) for
Office of Management**

GENERAL INFORMATION

Document Type:	Combined Synopsis and Solicitation
Solicitation Number:	1145PC23Q0113
Posted Date:	January 4, 2023
Questions Due Date:	January 5, 2023
Current Response Date:	January 9, 2023
Product or Service Code:	DA10
Set Aside:	Unrestricted. Single Source
Small Business Size Standard:	\$15 Million
North American Industrial Classification System (NAICS):	611430– Professional and Management Development Training

CONTRACTING OFFICE ADDRESS

Peace Corps Headquarters
Office of Acquisition and Contract Management
1275 First Street NE
Washington, DC 20526

SECTION 1 – DESCRIPTION

1.1 DESCRIPTION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, “Streamlined Procedures for Evaluation and Solicitation for Commercial Items,” as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested, and a written solicitation document will not be issued.

Solicitation 1145PC23Q0113 is being issued as a request for quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition

Circular 2022-08. This requirement is being solicited on an unrestricted basis using Simplified Acquisition Procedures per FAR Subpart 13.106. A firm-fixed price purchase order is anticipated. However, the Government is in no way obligated to make an award, nor to pay any costs incurred by the Contractor in preparing and submitting its quote.

The Peace Corps is seeking to purchase software and information technology (IT) support as part of its Learning Management System (LMS) program. In accordance with FAR 13.106(b) soliciting from a single source, the Peace Corps intends to award one single source Firm Fixed Price (FFP) purchase order. Due to the software programming which has been integrated into the Agency’s existing LMS platform, the Peace Corps determined the circumstances of the contract action deem only one source reasonably available. All responsible sources may submit a capability statement or quotation which shall be considered by the agency.

1. SECTION 1 – SERVICES LIST AND DELIVERY INFORMATION

Base Period (12 months)

CLIN	Labor Category	Quantity	Unit Price	Extended Price
0001	Moodle Support & Hosting	1	Amount	
0002	Intelliboard	1	Amount	
0003	Poodl	1	Amount	
Base Period Total				

1.1 GENERAL

1.1.1 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 Agency is seeking a qualified contractor to maintain continuity of the current LMS for the agency’s globally deployed user base. The 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.

1.1.1 Current Learning Management Business Process for Staff and Volunteers

Peace Corps currently has an externally hosted Moodle production site, for staff and volunteers and a development site. The production site is 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 production site. 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.

1.1.2 SCOPE

The Contractor shall deploy, maintain 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.

1.2 TASKS/PERFORMANCE REQUIREMENTS:

Please refer to Attachment 1, Performance Work Statement (PWS) for additional information

1.3 PERIOD OF PERFORMANCE

The anticipated period of performance will consist of one 12-month base period:

Base Period: February 1, 2023 – January 31, 2024

1.4 PLACE OF PERFORMANCE

The principal place of performance will be virtually and/or at the Contractor's facilities.

1.5 PLACE OF DELIVERY

Originals of all deliverables and correspondence shall be delivered to the LMS Coordinator / Contracting Officer's Representative (COR) and Alternate Contracting Officer's Representative (ACOR) identified in the *Contract Administration* of this order.

1.6 NOTICE REGARDING LATE DELIVERY

The Contractor shall notify the appointed COR via email as soon as it becomes apparent to each Contractor, that scheduled delivery will be late. The Contractor shall include the notification and rationale for late delivery, the expected date for the delivery and the project impact of the late delivery. The COR will review the new schedule and provide guidance the Contractor. Such notification in no way limits any Government contractual rights or remedies including but not limited to termination.

1.7 HOURS OF OPERATIONS

The Contractor will provide access to their help desk system enabling Peace Corps staff to submit support tickets. Tickets will be acknowledged within 24 hours and resolution to be provided in less than 72 hours.

2.0 SECTION 2 – CONTRACT ADMINISTRATION

2.1 CONTRACT MANAGEMENT

2.1.1 Contract Specialist

Christina Ostronic
1275 First St. NE
Washington, DC 20526
Email: costronic@peacecorps.gov

2.1.2 Contracting Officer

Maria Anguiano
1275 First St. NE
Washington, DC 20526
Email: manguiano@peacecorps.gov

2.1.3 Contracting Officer's Representative (COR)

Entered at award

2.1.4 Alternate Contracting Officer's Representative (ACOR)

Entered at award

The COR supports and assists the CO in the technical monitoring and administration of this contract. The COR will monitor the Contractor's technical compliance and progress relative to this contract. Technical direction is defined as direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. Technical direction must be confined to the general scope of work of the contract and shall not constitute a new assignment, nor supersede or modify any terms or conditions under the contract. Changes to the contract will be in writing and can only be issued by the CO. The COR is **NOT** authorized to re-delegate his or her authority.

The COR is responsible for the technical aspects of the purchase order and serves as technical liaison with the Contractor. The COR, or his/her designated alternate, is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the purchase order.

The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the purchase order price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR (s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

All correspondence concerning technical matters related to this purchase order shall be addressed to the COR with a copy to the Contract Specialist and CO.

2.1.4 Contractor Point of Contact

Entered at award.

2.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer (CO) is the only person authorized to make or approve any changes to any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

3.0 SECTION 3- INVOICE INSTRUCTIONS (APR 2021)

3.1 Minimum requirements for a PROPER INVOICE:

- Complete contract number, including task/delivery/call order number (if applicable);
- Name and address of the Contractor;
- Invoice date and invoice number;
- Description of supplies/products/services provided;
- Quantity of services/supplies provide;
- Period of performance covered by the invoice;
- Unit of issue, as specified in the Contract Line Item Number (CLIN), and/or Schedule of services;
- Unit price and extended total, for each CLIN;
- Invoice total;
- Shipping and payment terms, (as applicable);
- Electronic funds transfer (EFT) account/payment information;
- Signature of the Contractor's authorized representative;
- Contractor's Tax Identification Number (TIN); and
- Any other contract-directed requirements.

In the event that an invoice is “improperly” submitted (e.g. incorrect contract/order number, invoice amount, labor categories, contract rates, CLINs, etc.) it will be rejected as an improper invoice and returned to the contractor. Also, an invoice is considered improper if it is received before the product or service is received, inspected and accepted by the COR.

3.2 Invoice delivery and formatting

- Invoices shall be in PDF format and forwarded via email to GAPdomesticinvoice@peacecorps.gov with a copy to the Contracting Officer's Representative (COR) and/or Alternate Contracting Officer's Representative (ACOR);
- A separate attachment for each invoice is required;
- The invoice size should be standard 8.5'x11';
- The representative signing the invoice must also print his/her name, direct phone number and email address on the invoice;

- Bill only for one delivery order per invoice;
- Bill for only one option period per invoice;
- Never bill in excess of the contract obligated amount ; and
- Do not bill for state and local taxes unless authorized by law, policy or the CO.

3.3 Invoice Certification

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

3.4 Invoice Payment

For the purposes of this subsection, “invoice payment” is a Government disbursement of moneys to the Contractor under this contract for products and/or services which are received, inspected, and 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 failure to properly submit invoices may result in a delay in payment.

3.4.1 Applicable to time and material and labor hour contracts

The following backup information is required as an attachment to the invoice as shown by category of cost:

- (1) Direct Labor - Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.
- (2) Subcontracts - Identify the major cost elements for each subcontract.
- (3) Other Direct Costs - When the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.
- (4) Indirect Cost Rates - Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.
- (5) Contractor Acquired Equipment - Identify by item the quantities, unit prices, and total dollars billed.
- (6) Contractor Acquired Software - Identify by item the quantities, unit prices, and total dollars billed.
- (7) Travel - When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent.

For questions regarding payments, please send an email inquiry, including the contract number

and order number (if applicable), the invoice number, billed amount, due date, and date sent via email to Disbursing@peacecorps.gov

3.5 Withholding of Contract Payments

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required services/supplies may result in the withholding of payments under this contract. Payments may be withheld unless such failure arises out of circumstances beyond the Contractor's control and without fault or negligence on the part of the Contractor, as provided for in the relevant contract clauses. The Peace Corps will promptly notify the Contractor of its intention to withhold payment of any voucher or invoice in full; however, if only a portion(s) of the invoice are being withheld, then the voucher may be processed without notification to the Contractor to prevent delay in payment.

3.6 Final Invoice

The Contractor's final invoice submitted under the contract must be marked as follows: "THIS INVOICE CONSTITUTES THE FINAL INVOICE – UPON PAYMENT OF THIS INVOICE NO OTHER MONIES ARE DUE UNDER CONTRACT NUMBER (to be assigned upon contract award). Upon receipt of final payment, the contractor agrees to complete a "Release of Liability" within 10 days from date "Release of Liability" is received from the CO.

3.7 Unliquidated Obligations (ULO)

An unliquidated obligation (ULO), for this purpose, represents the amount of goods or services ordered by the Peace Corps for which payment has not been made (liquidated). The parties agree that any remaining ULO amount equal to or less than \$100 for which 1) the performance period has expired and 2) the final invoice has been received will be unilaterally de-obligated via a modification to the contract.

4.0 SECTION 4 - SPECIAL CONTRACT REQUIREMENTS

4.1 USE OF PEACE CORPS NAME AND LOGO

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.

4.2 INTERPRETATIONS OF MODIFICATIONS

No oral or written statement of any person and no written statement of anyone other than the CO 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 CO. The technical point of contact can only respond to technical matters that do not result in a change of scope to this contract.

4.3 INSPECTION & ACCEPTANCE

Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the CO or his/her designated alternate , in accordance with FAR Clause 52.212-4, Contract Terms and Conditions – Commercial Items (October 2018). 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 agreement or contract specifications. Services which upon inspection are found not to be in conformance with agreement or contract specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided to the Contractor by the Contracting Officer.

4.4 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.”

4.5 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" 52.224-2: "Privacy Act", and 52.224-3: “Privacy Training”, 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 524 IT Security Policies and Procedures, and the Federal Information Security Management Act (FISMA).

The Contractor shall ensure all deliverable documents have the following indicated on each page: “Unclassified// FOR OFFICAL USE ONLY” and shall be handled as such.

4.6 RIGHTS TO INTELLECTUAL AND/OR CREATIVE DATA

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.

4.7 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.

4.8 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:

- Support services and documentation requirements
- Applications
- Websites
- Functional Performance Criteria
- Videos
- Electronic documents
- Software requirements

Functional Performance Criteria is the minimally acceptable standards to ensure Section 508 compliance.

4.9 RESTRICTIONS AGAINST DISCLOSURE

The Contractor agrees, in the performance of this agreement or contract, to keep the information furnished by the Government or acquired/developed by the Contractor under this contract or any other nonpublic information otherwise provided by the Government, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.

The Contractor agrees that it will not disclose any information to any person unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

SECTION 5 – CONTRACT CLAUSES

5.1 FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following FAR clauses are incorporated 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 addresses: <https://www.acquisition.gov/far/index.html>

FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transaction (Oct 2010)
FAR 52.204-13	System for Award Management Maintenance (Oct 2018)
FAR 52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications. (Dec 2014)
FAR 52.212-4	Contract Terms and Conditions -- Commercial Items (Nov 2021)

5.2 FULL TEXT CLAUSES

(End of Clause)

5.2.3 FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Oct 2022)

- (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 products and commercial services:

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(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).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved].

- (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (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 (Jun 2020) of 52.219-9.
- (v) Alternate IV (Sep 2021) of 52.219-9.
- (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (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 (Oct 2022) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

- (ii) Alternate I (Jul 2014) of 52.222-35.
- (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (Jul 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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).
- (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 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 Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (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.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- (ii) Alternate I (Oct 2022) of 52.225-1.

___ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Oct 2022) (41 U.S.C.chapter83, 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 (Jan 2021) of 52.225-3.

___ (iii) Alternate II (Jan 2021) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (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. 2302Note).

___ (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 (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

___ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this

clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 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)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 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).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with

paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

SECTION 6 – PROVISIONS

6.1 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: <https://www.acquisition.gov/far/index.html>.

The following solicitation provisions apply to this acquisition:

FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
FAR 52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
FAR 52.209-2	Prohibition on Contracting With Inverted Domestic Corporations – Representation (Nov 2015)
FAR 52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
FAR 52.222-25	Affirmative Action Compliance (APR 1984)
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification (Jun 2020)

6.2 FAR 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (OCT 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

See Attachment 2 - FAR 52.212-3 Offerors Representations and Certifications for the full provision.

SECTION 7 – PREPARATION AND SUBMISSION OF QUOTE

7.1 GENERAL

Quote(s) submitted in response to this solicitation shall be written clearly, concisely, well-ordered, indexed, and logically assembled. The Government intends to award without clarifications with Vendor(s); therefore, the Vendor(s) initial submission should be clear and complete and contain the Vendors best terms and prices. Quote submissions shall remain valid for a minimum of 90 calendar days from date of receipt.

Vendor(s) are responsible for submitting quotes, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in this RFQ by the time specified in the RFQ. Any quote, modification, revision, or withdrawal of a quote received at the Government office designated in this RFQ after the exact time specified for receipt of quote is “late” and will not be considered. Vendor(s) are responsible for ensuring that their quote responds to the requirements of this solicitation, and are responsible for ensuring that the quote contains sufficient detail for the Government to evaluate their quotes.

7.2 FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NOV 2021)

All questions in response to this combined solicitation/synopsis shall be submitted electronically to Christina Ostronic, Contract Specialist, costronic@peacecorps.gov and Maria Anguiano, Contracting Officer, manguiano@peacecorps.gov on or before **January 5, 2023, at 12:00 PM Washington D.C. Time.**

Vendors shall submit quotes electronically to Christina Ostronic, Contract Specialist, costronic@peacecorps.gov and Maria Anguiano at manguiano@peacecorps.gov. All quotes are due no later than **January 9, 2023, at 12:00 PM Washington D.C. Time.**

7.3 QUOTE SUBMITTALS

Quotes shall include the following:

- Company Name
- Company CAGE or UEI
- Company mailing address
- Company POC
- Company POC Job Title
- Company POC phone number
- Company POC e-mail address
- Technical Evaluation Response
- Past Performance Response
- Firm Fixed Price Quote
- Attachment 2 - FAR 52.212-3

SECTION 8 - EVALUATION FACTORS FOR AWARD

This solicitation is being conducted under FAR 13 Simplified Acquisition Procedures. The evaluation of quotes received is not based on FAR Part 15.

8.1 Addendum to FAR 52.212-2 EVALUATION – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

The following additional information is offered regarding the evaluation criteria of this combined synopsis-solicitation:

(a) Basis for award: In accordance with FAR 13.106(b) soliciting from a single source, the Government anticipates receiving one quote from the single source vendor that possesses the required software and information technology (IT) support as part of its Learning Management System (LMS) program. The single source quote received from this solicitation will be evaluated for technical capability, past performance, and determination that prices are fair and reasonable. The evaluation of the quote(s) received shall be on the basis of FAR part 13.

Factor 1: Technical

Factor 2: Past Performance

Factor 3: Price

(b) Factor 1. Technical: The single source vendor shall provide software and information technology (IT) support as part of its Learning Management System (LMS) program in accordance with the Performance Work Statement (See Attachment 1: PWS)

(c) Factor 2. Past Performance: This will be evaluated on an “Acceptable” or “Unacceptable” basis. In order to receive an “Acceptable” rating the quote must provide software and information technology (IT) support as part of its Learning Management System (LMS) program in accordance with the performance Work Statement. A quote that is evaluated as “Unacceptable” for any requirement will not be considered for award.

(d) Factor 3. Price: Offeror shall submit a firm-fixed price quotation for the 12-month Period of Performance. Price will be evaluated in accordance with FAR 13.106-3(a), price reasonableness. The contracting officer reserves the right to request additional documentation in order to support this determination.

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

SECTION 9 – LIST OF ATTACHMENTS

Attachment 1 – Performance Work Statement

Attachment 2 - FAR 52.212-3

END OF SOLICITATION