

## PEACE CORPS

### Overseas Request for Quotation (RFQ) for Supplies/Services/Equipment

Date: 8 August 2019

Peace Corps intends to offer a firm-fixed price contract for **Fiber Optic Connection and Internet Services including dedicated leased line channel(s) and circuitry for U.S. Peace Corps, Timor-Leste.**

Interested vendors should submit a quote for the services as described in this RFQ. Vendors are encouraged to read through the entire RFQ, including required contract template, to ensure that they have a clear understanding of Peace Corps' requirements before submitting a bid.

Quotes are appreciated as soon as possible but no later than 4:00 p.m. on **22 August 2019**. Quotes may be submitted in hard copy or by email to the addresses below. Any questions regarding the RFQ may be addressed to the same person. Offers received after the closing date will not be accepted.

To request a site visit, call +670-7739-5855 (Rogerio Caetano). To request additional details not addressed in this RFQ, but which may be required to assist vendors in preparing an offer for providing this service, send an email requesting information to: [rcaetano@peacecorps.gov](mailto:rcaetano@peacecorps.gov).

Submit quotes **(in English Only)** to:

**Name:** Erika Franz

**Address:** Peace Corps Timor-Leste (Office #Rua Nu'u Laran No. 12, Bairro Dos Grilhos, Dili)

**Email:** [efranz@peacecorps.gov](mailto:efranz@peacecorps.gov)

**Telephone:** +670-7851-4554

#### **A. Price/Period of Performance:**

Please indicate your price to provide the requested service for the base year. All prices must be quoted in US dollars.

The Peace Corps reserves the right to validate all pricing data against current industry trends for similar services for all future modifications to increase or decrease required bandwidth and current prices for such bandwidth.

The contractor shall furnish all engineering, labour, tools, equipment, materials, supplies and services necessary for the requested service to be provided at the highest level of quality. All costs to this effect must be included in your offer.

Supplier Unit Quotes shall be a Firm Fixed-Price, and inclusive of any administrative or overhead costs.

**Quotation Requirements**

<b>Contract Line Item #</b>	<b>Description of Services</b>	<b>No. of Months</b>	<b>Monthly Price (USD)</b>	<b>Total Firm-Fixed Price (USD)</b>
<b>1</b>	Monthly Internet Service Fiber Optic connection from US Peace Corps to ISP at minimum 5 Mbps providing fault tolerance in the last mile.	<b>12</b>		
<b>TOTAL FOR PERIOD OF PERFORMANCE</b>				

<b>Contract Line Item #</b>	<b>Description of Services</b>	<b>No. of Months</b>	<b>Monthly Price (USD)</b>	<b>Total Firm-Fixed Price (USD)</b>
<b>1</b>	Monthly Internet Service Fiber Optic connection from US Peace Corps to ISP at minimum 6 Mbps providing fault tolerance in the last mile.	<b>12</b>		
<b>TOTAL FOR PERIOD OF PERFORMANCE</b>				

**B. Statement of Work/Specifications**

The Contractor shall complete all work, including furnishing all labour, materials, equipment, and services unless otherwise specified herein, required under this contract for stated services within the time specified therein. The price listed below shall include all labour, materials, overhead and profit. In consideration of satisfactory performance of all scheduled services required under this contract, the Contractor shall be paid a firm fixed price for all services.

The local telecommunications Internet Service Provider (ISP) contracting firm must provide internet services and dedicated leased line channel(s) and circuitry for connecting Peace Corps Timor Leste as shown below:

**LIST OF REQUIRED SERVICES:**

**Service:** Internet Service

**Name:** Dedicated Fiber Optic connection from U.S. Peace Corps to ISP

**Description:** One (1) dedicated internet channel at minimum 5 Mbps providing fault tolerance in the last mile. HSRP protocol is required.

**Type of Service:** Dedicated Fiber Optic Connections to ISP

**Location:** U.S. Peace Corps Office, Dili

**THE PROVIDED INTERNET SERVICE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:**

## **Internet Services Quality**

Internet Service Provider (ISP) shall provide dedicated (not shared or bundled) leased channel high-speed access to the Internet; data transport media must be fiber optic, terrestrial connectivity. Twenty-four (24) hours uplink. Post Internet Service Provider (ISP) connection must be "always on" with unlimited usage, and must not require the installation of any custom software on the client side.

Internet Service Provider (ISP) digital bandwidth is the amount or volume of data that may be sent through the channel, measured in kilobits per second (Kbps), without distortion. Required Bandwidth connection is defined in each service description.

For Internet Services the Internet Service Provider (ISP) must guarantee full contracted bandwidth availability 24x7x365 from the originator side to the ISP's internet gateway. Bandwidth sharing with other customers is not allowed. Connection Ratio must be 1/1.

Internet Service or data service transmission from the originating information server towards an end server is referred to as downstream; and a transmission from an end user towards the remote server is referred as upstream; Post Internet Service Provider (ISP) Contention Ratio (downstream / upstream) must be 1:1 /1:1.

Internet Service Provider (ISP) shall provide excellent Quality of Service (QOS) for the connection, that represents the level of consistent download capacity provided, must be the higher QOS percentage possible. Peace Corps seeks a QOS percentage greater than 99.97% or the highest possible quality of service connection reaching 100%. ISP must detail the QOS that can consistently be provided.

Internet Service Provider (ISP) connection must NOT, repeat, NOT use Network Address Translation (NAT).

Internet Service Provider (ISP) Round Trip Time (RTT) reports the total time in milliseconds (ms) time to send a small data packet and obtain a reply back; must be the faster than 100ms for the Round Trip Time (RTT) for internet service. Also, RTT must be faster than 7ms for local data services (for instance: point-to-point channels or web pages accessed through the Timor Leste Network Access Point (NAP)).

Internet Service Provider (ISP) must permit the transit of all Internet Protocol (IP) protocols (especially IPSec), including but not limited to, User Datagram Protocol (UDP), Transmission Control Protocol (TCP), and IPSEC to transit without filters or proxies. Unfiltered access to the Internet is required without ISP firewall blocking. Filters or sniffers must not be established, connected, or introduced by the ISP for any Peace Corps channels. If there are any existing filters, sniffers, restrictions, or proxies, they must be identified, and removed prior to lease line circuit installation.

Internet Service Provider (ISP) must permit installation of Customer VPN encryption devices on circuit.

Internet Service Provider (ISP) must provide detailed network topology map that shows all possible paths ISP use for the internet traffic between ISP hub in Dili and the ISP hub in United States of America (USA).

Internet Service Provider (ISP) must have redundancy in the Internet backbone between Timor – Leste and USA. For instance, If NAP of the host country's backbone fail, NAP Americas, NAP Sprint, or any other alternate backbone paths shall be available.

Internet Service Provider (ISP) must provide fault-tolerance Fiber Optic connectivity to the very end at the U.S. Peace Corps Office server room.

## **Network Identification**

Internet Service Provider (ISP) must provide public IP address, ISP Gateway IP addresses (virtual IP address) and DNS IP Address.

## **Network Devices**

The network devices shall comply with the following characteristics:

- Internet Service Provider (ISP) must permit ping and trace route traffic from 169.252.0.0/16 and 169.253.0.0/16 to the ISP connection RJ45 10/100BaseT router interface which terminates Customer VPN encryption device.
- Services provided by the Internet Service Provider (ISP) must be delivered with RJ-45 interface connectors with a 10/100baseT interface.
- Internet Service Provider (ISP) must provide routers and Data media converters or transmission devices in all cases.
- Power standard sources must be 220v/50hz voltage
- Devices must be Rack mountable in a standard Commercial off-the-shelf (COTS) rack.
- One separate or individual physical interface connector is required per service.

## **Service Support and Contingencies**

The awarded ISP must warrant service support 24x7x365.

The vendor must warrant service support on site if necessary 24x7x365, services must be coordinated directly with Peace Corp's Contracting Office Representative (COR) or Information Technology (IT) representative from the US Peace Corps.

Peace Corps expects service availability and reliability at a minimum 99.97%. The Contractor must state guaranteed service availability and reliability along with available backup provision.

The Contractor shall install a redundant cable or Fiber Optic infrastructure known as backup line with channel state inspection mechanism, in order to verify service connectivity and provide immediate lease line backup connectivity services to the U.S. Peace Corps.

The awarded ISP should have direct connection capability with major United States of America (U.S.A) telecommunication providers (ISPs) at Internet tier 1 level, having alternative line channels or backups in case of main Internet path malfunctioning.

The awarded ISP should provide online web access data traffic analysis graphs capabilities. Graphs must be updated on a daily basis. Graphs must retain traffic history behavior for at least one year.

The awarded ISP must provide a central Information Technology (IT) point of contact (POC) in order to promptly coordinate technical issues during the initial installation process and for ongoing support (these POCs may be different).

## **OTHER PERTINENT INFORMATION**

The Peace Corps has a requirement for one full period, full duplex, clear channels, digital circuits and Internet leased lines capable of supporting synchronous traffic. For clear channel circuits, they shall be completely transparent, with no bits added to or deleted from the bit stream provided to the interface of the Peace Corps equipment. The circuit shall be supplied for the transmission of a multiplexed aggregate bit stream for telegraphic and data signals.

The Peace Corps reserves the right to increase or decrease this digital circuit bandwidth requirement from no less than 4 Mb and up to 7 Mb within 30 days written notice to the Contractor. The desired intervals for circuit bandwidth are as follows: 4 Mb, 5 Mb, 6Mb and 7 Mb. The contractor is to provide fractional T-1 fixed cost pricing for this increase or decrease of digital service. The availability of this circuit shall not be less than 99.5% per month over the period of the contract, or if 99.5% availability cannot be provided, the Contractor shall state the expected availability per month.

The digital services shall be via Optic Fiber. The service shall be for the exclusive use of the Peace Corps, 24 hours per day, 7 days per week, 365 days per year.

The contractor shall coordinate the service and shall be responsible for the technical sufficiency of the circuit, including services necessary to establish, operate and respite the circuit. Except for modems and terminal equipment furnished by the Peace Corps, the contractor shall provide all equipment, materials and supplies required to provide the service which includes the Data Service Unit (DSU) configured with data communication equipment (DCE) interface. If required, signal element timing shall be provided by the contractor's facility.

The contractor shall provide sufficient technical support to ensure uninterrupted end-to-end service between such terminal points as are covered in this contract. The contractor shall provide, properly adjust and maintain the circuit for continuous Peace Corps use. The contractor shall ensure that the circuit complies with service changes, additions or deletions as required under this contract.

The contractor shall supply a Data Service Unit (DSU) configured with a Data Communications Equipment (DCE) interface. Signal element timing shall be provided as follows: (1) timing to the Peace Corps will be provided by the contractor's facility.

**Extended Warranties Offered by Supplier, if applicable**

Item	Description	Unit/Qty	Unit Price	Total Price
0001	XXXXX	XXX		
0002	XXXXX	XXX		

**C. Location of Work**

Peace Corps Office  
 12 Rua Nu'u Laran  
 Bairro dos Grilhos  
 Dili, Timor Leste

**D. Delivery Schedule**

**Delivery Date(s):**

The required circuits shall be installed and delivered to the Destination Point on or before 30 days after contract award to the successful bidder. Upon successful installation and acceptance by U.S. Peace Corps of the required circuits, the contractor shall be provided, in writing or by email, notice to proceed and shall provide contractual services for a twelve (12) month period, commencing on the date specified in the notice to proceed.

**Delivery Point of Contact:**

If the Contractor requires a site inspection of the Peace Corps Office to view the outlay and better understand Peace Corps' requirements to assist in putting an offer together, please contact:

POC Name: Rogerio Caetano  
 Email Address: [rcaetano@peacecorps.gov](mailto:rcaetano@peacecorps.gov)

Phone Number: 7739-5855

**E. Acceptance Criteria**

Work and materials shall match the specifications detailed in Statement of Work and will be evaluated by the U.S. Peace Corps and possibly U.S. Embassy Specialists and Contractors for acceptance. Unless specified in the contract, U.S. Peace Corps shall require a period not to exceed 24 hours in order to conduct testing to determine acceptance of the required circuit.

**F. Contract Terms and Conditions**

This contract will be a Peace Corps Firm Fixed Price Contract (see Contract Template).

**G. Peace Corps Payment Schedule and Terms**

Supplier will receive payment by EFT in approximately 30 days after acceptance and receipt of valid/accurate invoice. If any other payment terms are proposed, these must be clearly stated in the bid and will be factored into the evaluation.

**H. Evaluation Factors:**

Award will be made after consideration of the following factors as marked below:

- Price
- Ability to best meet Peace Corps' technical specifications. The Contractor should address the ability to meet all the technical specifications outlined in this RFQ, and clarify the extent to which any specifications cannot be met as stated.
- Customer Service with a focus on quality standards.
- Availability and specifications of back-up internet backbone in the event of loss of main service.
- Completeness and clarity of quote in addressing SOW.
- Payment Terms (Peace Corps will assume the Contractor accepts Peace Corps' preferred payment terms as stated in section G above if not specified otherwise.)

Award may be made to other than the low priced quote. The award will be made to the total quote that offers the best value in accordance with the above evaluation factors.

**I. Instructions to Vendors:**

- a. Please read RFQ in its entirety including factors that will be considered in making award in Section H, and Peace Corps Services Contract Template (below).
- b. Return completed RFQ by due date as follows:
  - 1) Fill in prices in Section A.
  - 2) Unless delivery date(s) are provided, provide delivery date(s).
  - 3) List/state any other terms or items in Section J (below) not requested in the RFQ that is believed would benefit Peace Corps and would improve consideration for selection. These terms/items must not increase the prices quoted in Section A.
  - 4) Sign and return RFQ by required due date.

**J. Other Terms/Items Offered at No Additional Cost:**

**SUPPLIER AUTHORIZED REPRESENTATIVE**

Name: \_\_\_\_\_ Position/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**IMPORTANT NOTE:**

Below is a sample Peace Corps Service Contract template which the successful vendor will be required to sign. The Peace Corps contract can be the only document that confirms the agreement between the Peace Corps and the successful ISP provider. By submitting a bid, the Contractor accepts the use of the Peace Corps' contract template as the sole document to record this agreement. Potential vendors understand the contract will only be signed between Peace Corps and the vendor chosen to provide the Internet service.

**The contract is a sample document and does not need to be signed and returned with the RFQ.**

**SAMPLE PEACE CORPS SERVICE CONTRACT TEMPLATE**

Fixed Price		<b>NEGOTIATED CONTRACT</b>		Page 1 of <i>(INSERT)</i>	
<b>CONTRACT NO.</b> To be assigned		Purchase Authority		Negotiated Pursuant Public Law 87-293 (75 Stat. 612) of September 22, 1961, as amended	
<b>CONTRACT TYPE - FIRM FIXED PRICE</b>					
SERVICES					
<b>ISSUING AGENCY</b>  PEACE CORPS Rua Nu'u Laran, No. 12 Bairro Dos Grilhos, Dili			<b>CONTRACTOR</b>  Vendor's information		
<b>CONTRACT FOR THE ACQUISITION OF _INTERNET_ SERVICES</b>				<b>AMOUNT</b> Contract value	
<b>ACCOUNTING AND APPROPRIATION DATA</b> Peace Corps' internal accounting data for this contract				<b>MAIL INVOICES TO:</b> SEE CLAUSE XII	
<b>TYPE OF BUSINESS</b> (Vendor to identify)					
INDIVIDUAL		JOINT VENTURE		PARTNERSHIP	
CORPORATION, INCORPORATED IN THE STATE OF:		SMALL BUSINESS		LABOR SURPLUS AREA CONCERN	
The United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and the individual, partnership, joint venture, or corporation named above (hereinafter called the Contractor), mutually agree to perform this contract in strict accordance with the Schedule and the General Provisions identified below, and the specifications, drawings, and conditions enumerated in the Schedule or identified below. If there are inconsistencies between the Schedule and the General Provisions and any specification, drawing, or other condition, the Schedule and the General Provisions shall control. If there are inconsistencies between the Schedule and the General Provisions, the Schedule shall control.					
The Contractor represents (a) that he has not employed or retained any person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract, and (b) that he has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer.					

<b>NAME OF CONTRACTOR</b>		THE UNITED STATES OF AMERICA	
<b>BY (SIGNATURE)</b>	<b>DATE</b>	<b>BY (SIGNATURE)</b>	<b>DATE</b>
<b>TYPED NAME</b>		<b>TYPED NAME</b>	
<b>TITLE</b>		<b>TITLE</b> Contracting Officer	



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**CLAUSE I - Supplies or Services and Prices**

The Contractor shall furnish all personnel, equipment, supplies, materials, and services in conformance with the terms and conditions of this contract at the prices shown below.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	Internet services and dedicated leased line Channel(s) and circuitry for connecting Peace Corps Timor Leste at minimum 5Mb	As provided in quote

LIST OF REQUIRED SERVICES: See Scope of Work in attached RFQ

**CLAUSE II - Consideration and Payment**

The Contractor shall be paid, upon submission of proper vouchers and acceptance by the Contracting Officer (or his designate) for performance under this contract. Payment for work under this contract shall be made in accordance with clause XII as the following deliverables are completed:

<u>Deliverable</u>	<u>Percent of Total Contract Paid</u>
Provision of internet service for 1 month	8.33% (1/12) of base year

**CLAUSE III - Time of Delivery**

The Peace Corps requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

The required circuits shall be installed and delivered to the Destination Point on or before 30 Days after Contract Award.

**CLAUSE IV - Inspection and Acceptance**

Final inspection and acceptance of the supplies and services called for under this contract shall be made by the Contracting Officer.

Unless specified in the Contract, the Peace Corps shall require a period not to exceed 24 hours in order to perform testing to determine acceptance of the required circuit. The U.S. destination point or the U.S. foreign post shall conduct the testing.

**CLAUSE V - Withholding of Contract Payments**

Notwithstanding any other payment provision of this contract, failure of the Contractor to perform or deliver required equipment, supplies and services will result in the withholding of payments under this contract, unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor, as provided for in the clause entitled

"Default" and "Termination for Convenience" as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

#### **CLAUSE VI – Term of Contract**

The required circuits shall be installed and delivered to the Destination Point on or before 30 Days after Contract Award. Upon successful installation and acceptance by the Government of the required circuit, the Contractor shall be provided, in writing or by email, notice to proceed and shall provide contractual services for a twelve (12) month period, commencing on the date specified in the notice to proceed.

#### **CLAUSE VII - Shipping Terms**

All arrangements for shipping shall be made by the Contractor. All shipping charges shall be included in the item prices.

#### **CLAUSE VIII - Contract Management**

Notwithstanding the Contractor's responsibility for total management during performance of this contract, the administration of the contract will require maximum coordination between the Peace Corps and the Contractor. The following individuals will be the Peace Corps's points of contact during the performance of the contract.

(a) Contracting Officer - All contract administration will be effected by the Contracting Officer. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without the written modification to the contract executed by the Contracting Officer authorizing such changes.

(b) Point of Contact (POC) will be given authority by the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the POC's authority are to assure that the Contractor performs all the technical requirements of the contract; to maintain both written and oral communication with the Contractor concerning the aspects of requirements of Peace Corps drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Peace Corps furnished property availability and provide for site entry of Contractor personnel if required.

(1) The POC is not authorized to change any of the terms and conditions of this contract. Changes in the scope of work will only be made by the Contracting Officer by properly signed written modification to the contract.

(2) The POC is not authorized to re-delegate his or her authority.

(3) The POC is not authorized to initiate acquisition actions by use of imprest funds, blanket purchase agreement or purchase orders, to place calls or delivery orders under basic agreement, basic ordering agreements or indefinite delivery type contracts.

#### **CLAUSE IX - Point of Contact (POC)**

The POC under this contract is Peace Corps will designate a POC. He/she can be reached in \_\_\_\_\_ at \_\_\_\_\_.

#### **CLAUSE X- Contract Number Identification**

The Contractor agrees to utilize the number of this contract on all correspondence, communications and data concerning this contract or delivery hereunder.

#### **CLAUSE XI - Interpretation or Modification**

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. Requests for interpretations, modifications or changes must be made in writing to the Contracting Officer. The POC can only respond verbally or in writing to technical matters.

#### **CLAUSE XII - Invoice Requirements**

Invoices shall be submitted in an original and four (4) copies to the following address:

Peace Corps Timor-Leste  
12 Rua Nu'u Laran  
Bairro dos Grilhos  
Dili, Timor-Leste

(a) To constitute a proper invoice, the invoice must include the following information and/or attached documentation in English:

1. Name of the business concern and invoice date;
2. Contract number or other authorization for delivery of property or services;
3. Description, price and quantity of property and services actually delivered or rendered and extended totals;
4. Shipping and payment terms;
5. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.

(b) The Contractors' standard invoice shall be used for vouchering purposes. Each voucher shall be numbered consecutively and shall include the information in (a) above. The Contractor shall provide an English translation of any standard invoice provided in another language.

- (c) Each voucher shall be signed by an authorized representative of the Contractor.

### **CLAUSE XIII - Contractor Liability**

The Contractor shall hold and save the Peace Corps, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, of any subcontractor, their employees, agents, etc.

### **CLAUSE XIV - 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)**

(a) (1) The Peace Corps may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Peace Corps's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Peace Corps terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Peace Corps for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Peace Corps may require the Contractor to transfer title and deliver to the Peace Corps, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Peace Corps has an interest.

(f) The Peace Corps shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Peace Corps may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Peace Corps against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Peace Corps.

(h) The rights and remedies of the Peace Corps in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CLAUSE XV - 52.249-1 Termination for Convenience of the Peace Corps (Fixed Price) (Short Form) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Peace Corps's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

**CLAUSE XVI - 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.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
	<b>FEDERAL ACQUISITION REGULATIONS</b>	
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.215-2	Audit & Records Negotiation	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-25	Prompt Payment	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes - Fixed-Price	AUG 1987
52.246-2	Inspection of Supplies - Fixed-Price	AUG 1996
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

**ATTACHMENT I**  
**SCOPE OF WORK/SPECIFICATIONS**

The Scope of Work outlining specifically what the deliverables and timelines are under the Contract (from the RFQ) will be attached to the Contract.