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COMBINED SYNOPSIS/SOLICITATION

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Part 13, Simplified Acquisition Procedures, and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation on FedBizOpps; quotes are being requested and a written solicitation will not be issued.

Solicitation **N6227116Q1138** is issued as a request for quotation (RFQ).

The Naval Postgraduate School, Electrical and Computer Engineering Department at the Naval Postgraduate School (NPS) has an immediate requirement for contractual services from an experienced instructor for course instruction of EO3502: Telecommunications Systems Technology (Summer Quarter).

While discussions are not anticipated, the Government reserves the right to do so. Award will be Firm-Fixed Price (FFP) for the services detailed in the accompanying SOW. Travel is NOT anticipated. The period of performance is from the date of award estimated in the Statement of Work.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-69, effective August 1, 2013 and DFARS Change Notice 20130909.

This requirement is a total small business set aside

NAICS code	611310
Small business size standard	27.5 Million

Proposal Submissions: Quotes are due **5/17/2016** **, at 5:00 p.m.** **PST**
Quotes must be valid for 30 days. No facsimile quotes will be accepted. All quotes must be clearly marked with the RFQ Number. Contractors are responsible for verifying receipt of their proposals to this office before offer due date and time.

DEADLINE FOR RFQ QUESTIONS: All questions regarding this requirement shall be submitted electronically to Mr. Matt White (primary), email: mjwhite@nps.edu no later than **5/5/2016** at 1200 PST to allow adequate time to prepare a response.

Email is the required method of submission. Quotes, together with the signed amendment(s), if applicable, must be submitted electronically to **mjwhite@nps.edu**.

A successful bidder will have current employees with requisite clearance level or contingency hires with a signed letter of commitment (included in submission) and the requisite clearance level.

NOTE: Personnel proposed are considered key personnel for purposes of clause SUP 5252.237-9400 - Substitution or Addition of Personnel (JAN 1992).The candidates proposed SHALL be the candidates performing the work. ALL substitutions shall be reviewed by the Technical Point of Contact (TPOC) and approved by the Contracting Officer; approval is required BEFORE substitution.

The following PROVISIONS AND CLAUSES apply to this acquisition and will be incorporated into any resultant purchase order.

52.202-1	Definitions	(JAN 2012)
52.204-7	System for Award Management	(Jul 2013)
52.212-1	Instructions to Offerors-Commercial Items	(FEB 2012)
52.212-3	Offeror Representations and Certifications Commercial Items Alt I	(DEC 2012)
52.212-4	Contract Terms and Conditions - Commercial Items	(JUN 2013)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	(JAN 2013)
52.252-1	Solicitation Provisions Incorporated by Reference), http://farsite.hill.af.mil/ and www.acq.osd.mil	(FEB 1998)
52.252-2	Clauses Incorporated by Reference http://farsite.hill.af.mil/ and www.acq.osd.mil	(FEB 1998)
52.217-7	Option for Increased Quantity -- Separately Priced Line Item	(Mar 1989)

ADDENDUM TO 52.212-1 Instructions to Offerors Commercial Items
INSTRUCTIONS FOR SUBMISSION OF QUOTATIONS:

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Contractor's proposal shall be valid for thirty (30) days and include Volume 1, and 2. Each document should contain the following language on every page: SOURCE SELECTION SENSITIVE - SEE FAR PART 2.101 AND 3.104.

Volume I - Technical Submission

- Volume 1 shall include the offeror's name and letters of commitment.
- Submission of applicable resumes (Key Personnel Qualifications) that address section 5.0 of the SOW.
- Past performance information.
- The vendor's technical submission shall address the following factors in accordance with the Statement of Work included in this RFQ to be considered for award:

  A. Contractors Corporate Experience to accomplish the requirement as stated in the SOW.
  B. Contractors Management Structure in support of the requirement
  C. **Conformation that the Contractor will supply a Non-Disclosure Agreement upon award**
  D. Signed Letter of Candidate Commitment
  E. Resume addressing Candidate Minimum Technical Criteria referenced in SOW
     Key Personnel Qualifications - Resume
     - name/title/category
     - skills/qualifications
     - references maybe asked for upon request
  F. Past Performance

1. No more than three pages for each resume. MS Word and / or Excel format. PDF is not acceptable, except for the past performance form.
2. Resume shall have the name, title and category of the person on the cover but not within the resume. (3 page limit, not to include cover sheet); Vendors are free to provide a cross reference from the Government's labor category to the vendor's labor category.
3. Past performance does not count for the page limit. Submit one page, maximum, for each contract; submit a maximum of three contracts; use the attached form. The asterisk serve as bullets only, they have no other significance. If the vendor received any awards for outstanding work, coming in under budget, saving the Government money, etc., on the cited award, those should be listed here. If corrective action was required to bring the vendor into compliance with the terms and conditions of the cited award, those should be listed here.

Volume II – Price Submission - vendors shall provide a proposed schedule of services/supplies with associated prices. Table provided below.

1. Vendors shall provide a proposed schedule of services indicating the associated category, Hourly rates (fully burdened) and proposed hours.
2. Submitted in MS Word and / or Excel format; PDF is not acceptable. No page limitation.
3. Each page labeled with Contractor's name and pages numbered in the following format: page ___ of ___.
   The hours and Level of Effort below are for ESTIMATION purposes ONLY; they will NOT be part of the award.

52.212-2 Evaluation -- Commercial Items (JAN 1999):

(a) The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government at the lowest price technically acceptable.

The following factors shall be used to evaluate offers:

Technical

Contractors Corporate Experience to accomplish the requirement as stated in the SOW.

Key Personnel Qualifications - Resume

- **name/title/category**
- **skills/qualifications**
- **references maybe asked for upon request**
- **addresses Section 5 of the SOW, Candidates Minimum Technical Requirements**
- **have necessary skills for task and deliverable completion as referenced in the SOW**

Past Performance

Price

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Procedures in FAR 13.106 are applicable to this procurement. While price will be a significant factor in the evaluation of offers, the final contract award will be based on the combination of the factors above, with award made to the lowest price technically acceptable.

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

The following clauses **incorporated in 52.212-5** are also applicable:

52.204-10	Reporting Executive compensation and First-Tier Subcontract Awards	(AUG 2012)
52.209-6	Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(DEC 2010)
52.219-6	Notice of Total Small Business Set-Aside	(NOV 2011)
52.219-28	Post-Award Small Business Program Representation	(JUL 2013)
52.222-3	Convict Labor	(JUN 2003)
52.222-19	Child Labor—Cooperation with Authorities and Remedies	(MAR 2012)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(MAR 2007)
52.222-35	Equal Opportunity for Veterans (>$150K)	(SEP 2010)
52.222-37	Employment Reports on Veterans (>$150K)	(SEP 2010)
52.222-50	Combating Trafficking in Persons	(FEB 2009)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging while Driving	(AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases	(JUN 2008)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	(OCT. 2003)

The following DFARS provisions and clauses apply to this acquisition and are incorporated by reference. If the offeror has completed any of the following provisions listed in this paragraph
electronically as part of its annual representations and certifications at https://www.acquisition.gov, the offeror they are to indicated in the submitted quote, there is no need to complete these provisions again for a this solicitation.

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	(SEP 2011)
252.203-7005	Representation Relating to Compensation of Former DoD Officials	(NOV 2011)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(JAN 2009)
252.204-7003	Control Of Government Personnel Work Product	(APR 1992)
252.204-7004	Alternate A, System For Award Management	(MAY 2013)
252.215-7007	Notice of Intent to Resolicit	(JUN 2012)
252.215-7008	Only One Offer	(JUN 2012)
252.225-7000	Buy American—Balance of Payments Program Certificate	(JUN 2012)
252.225-7001	Buy American and Balance of Payments Program	(DEC 2012
252.232-7003	Electronic Submission Of Payment Requests And Receiving Reports	(JUN 2012)
252.232-7006	Wide Area Workflow Payment Instructions	(JUN 2012)
252.232-7010	Levies on Contract Payments	(DEC 2006)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	(JUN 2012)
252.244-7000	Subcontracts for Commercial Items	(JUN 2013)
252.247-7023	Transportation of Supplies by Sea	(MAY 2002)

Authorized Changes Only by Contracting Officer The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be

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made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is: tbd

Technical and Contractual Questions Concerning This Solicitation - All questions concerning this procurement, either technical or contractual must be submitted in writing via e mail to the Contracting Office. No direct discussion between the technical representative and a prospective offeror will be conducted unless it is deemed necessary by the Contracting Officer.

Volume II – Price Schedule Submission - vendors shall provide a proposed schedule of services/supplies with associated prices. Table provided below. Vendors shall provide a proposed schedule of services indicating the associated category, Hourly rates (fully burdened) and proposed hours. The hours and Level of Effort below are for ESTIMATION purposes ONLY; they will NOT be part of the award.

Schedule: Insert prices and other required information below.

Estimated Effort Schedule of Services

CLIN	DESCRIPTION	QTY	UNIT OF ISSUE	UNIT AMOUNT	Amount Obligated
0001	Course Delivery of EO3502 – Telecommunications Systems Technology Estimated Period of Performance – Summer Quarter, Date of award through 30 September, 2016 Fixed Firm Price Estimated Level of Effort per course = 240 hours	1	EACH		
0002	Course Delivery of EO3525 – Communications Engineering Estimated Period of Performance – Summer Quarter, Date of award through 30 September, 2016 Fixed Firm Price Estimated Level of Effort per course = 240 hours	1	EACH		
				TOTAL PRICE:	
For informational Purposes: Labor Category:				**Total Amount:**	

***Period of Performance will begin before the start of the academic quarter and end after the conclusion of the academic quarter.**

For informational purposes only:

Summer Quarter		
Reporting Day (International)	Sunday	19 Jun
Reporting Day	Monday	27 Jun
Independence Day	Monday	4 Jul
Instructions Begin	Tuesday	5 Jul
Labor Day (Holiday)	Monday	5 Sep
Shift Day: Treat as Mon Class Schedule	Tuesday	6 Sep
Last Day of Classes	Tuesday	13 Sep
Pre-graduation Ceremony	Tuesday	13 Sep
Final Examinations Begin	Thursday	15 Sep
Final Examinations End	Saturday	17 Sep
Thesis and Research Week	Monday-Thursday	19 - 22 Sep
Graduation	Friday	23 Sep

NPS POINTS OF CONTACT:
Matt White
831-392-7335

SUP 5252.237-9400 - SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

(a) The Contractor agrees to assign to the contract those persons whose resumes; personnel data forms or personnel qualification statements were submitted as required by the RFQ to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that:

__X__ during the contract performance period

_____ during the first ____ days of the contract performance period

no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

252.204-7000 Disclosure of Information (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

DATA RIGHTS: It is the Government’s intent to retain unlimited rights to all software, documentation, and data first produced in performance of the purchase order.

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PAPERLESS CONTRACTING All contractual documents (I.E. contracts, purchase orders, task orders, delivery orders, and modifications) related to the instant procurement are considered to be "issued" by the Government when copies are either deposited in the mail, transmitted by facsimile, or sent by other electronic commerce methods, such as e mail. The Government's acceptance of the contractor's proposal constitutes bilateral agreement to "issue" contractual documents as detailed herein.

<table>
<tr><td colspan="4">Past Performance Form: CONTRACTOR/SUB:</td></tr>
<tr><td>Contract Number:</td><td>Type:</td><td>PoP:</td><td>Ceiling Value:
(with options: _____)
Contract Value:</td></tr>
<tr><td colspan="2">Customer Contact:
Name:
Address:

Phone:
E-Mail:</td><td colspan="2">Customer COR:
Name:
Address:

Phone:
E-Mail:</td></tr>
<tr><td colspan="2">Company's Contracts POC:</td><td colspan="2">Company's Technical POC:</td></tr>
<tr><td colspan="4">Overview / Description

Relevance:</td></tr>
<tr><td colspan="4">Awards:

Corrective Actions:</td></tr>
</table>

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