

Section C - Descriptions and Specifications

STATEMENT OF WORK

C.1. SCOPE

In response to task orders issued under this contract by the Naval Sea Systems Command, Space and Naval Warfare Systems Command, Naval Supply Systems Command, Military Sealift Command, Naval Facilities Command, Office of Naval Research, or the United States Marine Corps, the Contractor shall provide services that potentially span the entire spectrum of mission areas and technical capabilities supported by the Department of the Navy (DON) ordering activities. Services within the 2 Categories with 23 functional area subcategories identified below may be performed under this contract for new and existing product areas, programs, or missions, which are assigned to these activities during the life of the contract.

Services to be provided under this contract are categorized into the following categories:

1. Engineering Services
2. Program Management Services

This contract, known as SeaPort- Next Generation (SeaPort-NxG) does not allow for the direct procurement of supplies or hardware. Any material or products ordered shall be incidental and in direct support of performed services (for example, small scale testing equipment, prototypes, or spares.)

C.2. APPLICABLE DOCUMENTS

Applicable military specifications and standards that are listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of contract award, plus applicable industry standards, or any other program documents may be specified within the individual task order solicitations and awards that will be issued for performing specific tasks under this indefinite delivery indefinite quantity contract.

C.3. REQUIREMENTS

The Contractor shall provide qualified personnel, materials, facilities, equipment, test instrumentation, data collection and analysis, hardware and software, and other services that will support the DON in the execution of their overall organizational functions and the specific missions of the individual activities and ordering offices. Categories to be supported under this contract are described in the sections below.

C.3.1. – Engineering Services

This category consists of supporting the application of engineering disciplines to technically support the research and development of new and existing Naval capabilities and systems, technically support development of significant alterations to existing systems, support integration and interface of existing equipment or software into different applications or platforms to support the warfighter, and support evaluation of foreign or non-developmental systems, equipment, and technologies. This category also includes all support required within the area of environmental engineering of U. S. Navy weapon systems and base related infrastructure. Functional areas that are included under the Engineering Services category include but, are not limited to the following examples:

1. Engineering, System Engineering, and Safety and Process Engineering Support
2. Software Engineering, Development, Programming, and Network Support
3. In-Service Engineering, Fleet Introduction, Installation and Checkout and Provisioning Support
4. Measurement Facilities, Range, and Instrumentation Support
5. Interoperability, Test and Evaluation, Trials Support
6. Research and Development Support
7. Modeling, Simulation, Stimulation, and Analysis Support
8. Prototyping, Pre-Production, Model-Making, and Fabrication Support

9. System Design Documentation and Technical Data Support
10. Reliability, Maintainability, and Availability (RM&A) Support
11. Inactivation and Disposal Support
12. Biochemical Engineering Support

C.3.2. – Program Management Services

This category consists of applying the business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs such that the result places a capable and supportable system in the hands of the warfighter when and where it is needed, and does so at an affordable price. This category represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal.

This category also consists of providing information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the evolving data storage and reporting needs of programs, analyze existing IT and IS databases, web sites, and IT applications and recommend new or improved interfaces and improved management tools that meet new requirements, or improve management effectiveness and efficiency. Perform maintenance and technical support for Local Area Networks (LAN) and Wide Area Networks (WAN) that are outside the cognizance of the Navy Marine Corps Intranet (NMCI). Modify, implement and maintain web based information systems and links. Develop web-site structure, prepare documentation for population, implement and maintain web sites. Conduct IA analyses, develop, recommend, and implement, monitor, update, and maintain, IA practices, procedures, equipment, algorithms, and hardware that are outside the cognizance of NMCI. This category also provides systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations and support equipment hardware and software that are outside the cognizance of NMCI. Functional areas that are included under the Program Management Services category include but, are not limited to the following examples:

1. Financial Analysis and Budget Support
2. Quality Assurance (QA) Support
3. Functional and Direct Programmatic Administrative Support
4. Professional Development and Training Support
5. Analytical and Organizational Assessment Support
6. Database Administrators
7. Public Affairs and Multimedia Support
8. Logistics Support
9. Configuration Management (CM) Support
10. Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
11. Computer Systems Analysts

C.4. SECURITY

Security requirements and DD254 will be identified at the task order level. Work at the Task Order level may involve access to, handling of, and generation of classified material. The Contractor shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy specific regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing Task Orders under this contract. When applicable, a DD Form 254 will be prepared by the ordering activity and issued with the Task Order. If the work being performed under the task order would require access to Government Information Technology Systems, then an applicable clause will be included at the task order level. Sponsorship for facility or personnel clearances will not be processed at the MAC (contract) level.

C.5. MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or executes novation agreements and change-of-name agreements by a Contracting Officer other than the SeaPort-NxG Procuring Contracting Officer (PCO) the Contractor must notify the SeaPort-NxG PCO and provide a copy of the novation or any other agreement that changes the status of the Contractor, including the new DUNS/CAGE code numbers, within thirty (30) days. The Contractor may not submit task order proposals under the new company name until a Contract Modification has made the change effective.

The Contractor, either through its parent, affiliates, subsidiaries, business units, etc. is permitted to hold one SeaPort-NxG Multiple Award Contract (MAC) in total. The MAC is not a tangible item and may not be sold. If two or more MACs are acquired by a single SeaPort-NxG awardee either via a merger or acquisition, the successor in interest will recognize only one existing SeaPort-NxG MAC; all task orders from the acquired MAC shall be novated to the successor in interest; and the additional MAC shall be terminated for convenience at no cost to the Government.

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

Any change to the status of the SeaPort-NxG awardee does not alleviate the contractual responsibilities including but not limited to:

1. Complete documentation of previous task orders for purposes of audit;
2. Assumption of all unresolved expired task orders that were not closed out;
3. Acceptance of the previously negotiated acquired contract pricing;
4. Approval of the minimum SeaPort-NxG Small Business Subcontract socio-economic goals.

Request for novation modifications will not be processed within one hundred twenty (120) days of MAC option exercise dates.

C.6. GOVERNMENT-FURNISHED PROPERTY

Any Government furnished information, material, and equipment will be specified in the individual task orders. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Task Order Contracting Officer.

C.7. PORTAL ACCESS AND CONTRACTOR RESPONSIBILITY REGARDING PORTAL ACCOUNTS

C.7.1. - General

The administration of this contract and all Task Order (TO) solicitations, proposal submissions, awards, and TO administration will entail the use of the SeaPort-NxG web-based portal. Access to the portal is only granted to MAC awardees and authorized account holders. Account access shall be granted after successful completion of the registration process after award of the MAC contract. A SeaPort-NxG Vendor Concept of Operations (CONOPs) will be available after the registration process is complete. This document will provide detailed processes of portal and Task Order solicitation, award, and administration processes.

The Government will provide Successful Offerors, via email, information regarding access to the SeaPort-NxG Portal. Access will be provided only to those vendors that are awarded a SeaPort-NxG Multiple Award Contract

(MAC). MAC holders will be asked to register for SeaPort-NxG accounts and have registration access for approximately two weeks after MAC awards are made. All information entered at the registration site shall be consistent with the MAC holder's information contained on their SAM registration (company name (including DBA name if used), physical address, CAGE and DUNS codes, etc.) MAC holders shall also complete their teaming requests during this two week period. MAC holders will not be able view or submit proposals against any task order solicitation opportunities until registration is completed successfully. Therefore, it is incumbent on the MAC holder to complete this registration process in a timely manner. Only successful MAC awardees will receive information regarding access to the registration site; it is not part of the proposal process for receiving a MAC and will not be available until after awards are made.

C.7.2. - Consent

The Contractor agrees that use of the portal is to be considered authorization to allow the Contractor retained for the purpose of operating and maintaining the portal, currently Octo Consulting, access to any data submitted (including cost and pricing data, data the Contractor might otherwise consider proprietary, personally identifiable information and data that meets the definition of "trade secret" as used in the context of 18 USC 1905). The consent to access that is to be inferred for the use of the portal shall also be granted by any Subcontractor or team member who makes direct submission of information to the Government. The Government shall consider submission of data via the portal to be consent to access only by the portal administration Contractor and Government personnel. The information is protected and restricted from disclosure.

C.7.3. - Electronic Signatures

The SeaPort Portal is accessible through the NAVSEA professional support services web site (www.seaport.navy.mil). SeaPort establishes a system in which electronic signatures, transactions, contracts, and records have the same legal effect as their paper-based counterparts, in accordance with the "Electronic Signatures in Global and National Commerce Act" (ESIGN) (Pub.L. 106-229; codified at 15 USC 7001-7006) and the "Government Paperwork Elimination Act" (GPEA) (Pub.L. 105-277; codified at 44 USC 3504 Note):

1. Only authorized persons are permitted to engage in legally binding electronic activities, such as signing/submitting a proposal, and signing/awarding the Task Order. The SeaPort system requires user accounts having predetermined authority requirements (i.e., authority to legally bind the user's organization), and having username and password controls. Contractors shall only have access to the contractor side of the portal. The Contractor shall identify at least one employee, and alternate employees, having the authority to sign legally binding documents, including proposals, on behalf of the Contractor. Task Order Contracting Officers authorized to sign and award legally binding TO shall be identified.
2. The authorized user is required to confirm the intention to engage in any legally binding electronic action. The SeaPort Portal will display a notice that the user has requested a legally binding activity and shall require an affirmative/confirming response before the system will permit the requested action. The affirmative/confirming response serves as the electronic signature event.
3. Once the information related to a legally binding event is stored by the system, that information (i) cannot be altered or modified in any way by any user--including the authorized user who initiated and confirmed the action; and (ii) remains accessible and retrievable by the parties throughout the records retention period required by law.

C.7.4. - Portal Access Requirements

Browser type: 128-bit encryption, https-capable
IE 11.x or higher

C.7.5. - Portal Account Responsibility

It is the responsibility of the Contractor to maintain active account(s) in the SeaPort-NxG portal to be able to receive all

notices and modifications. Account holders are required to log in to the portal at least once every thirty (30) days or their accounts will become inactive. Inactive accounts do not receive notices from the portal including requests for information, solicitation release notices, award notices, bilateral modification notices and other communications. The portal is the sole method the Government utilizes to correspond with MAC holders so it is imperative that all the respective account holders maintain active accounts. Contractors are strongly advised to appoint more than one system administrator charged with the responsibility for activating individual accounts, deactivating accounts for individuals who have left the employ of the Contractor, moved to other positions/individuals no longer needing access. The SeaPort-NxG helpdesk shall only be utilized for assistance in instances where the Contractor system administrator has left the position or employ of the Contractor. A Contractor's system administrator can only be changed by the SeaPort-NxG helpdesk. The SeaPort-NxG helpdesk email address is SeaPortSupport.fct@navy.mil.

C.8. TASK ORDER PROCESS

C.8.1. - General

One or more Task Orders (TOs) may be issued during the performance period of this contract. All Task Orders are competitively solicited in the SeaPort Portal. There is no direct ordering or sole source. The Contractor agrees to accept and perform orders issued by the Task Order Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any orders except the minimum order. The minimum obligation under this contract is \$500 and shall be placed at time of award of the MAC.

In the event of any inconsistency between any TO and the contract, the contract shall control. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a "fair opportunity" to be considered for each order in excess of \$3,500.

C.8.2. - Competitive Ordering Process

1. Pre solicitation and solicitation: All active IDIQ holders will receive notification of the posting of each proposed TO at the time a proposed TO is posted to the SeaPort Portal. All proposed TOs will incorporate all terms of the IDIQ contract unless otherwise specified in the proposed TO. In addition, the proposed TO will include:

- a. All known information including Sections B through H of the task order (Line Items, statement of work or objectives, packaging and marking information, data rights, inspection and acceptance of the services, period of performance, security, government property/information to be provided and other relevant information.)
- b. The means and time for the IDIQ holders to respond expressing interest and providing appropriate information.
- c. Specific instructions for the means of responding to the TO request, including but not limited to, oral interviews, reverse auctions, written responses summarizing technical and price approaches, submission of proposals, the selection criteria factors, the factors' order of importance and other information deemed appropriate.

2. Restricted Competition: During the Fair Opportunity Process the Government may: conduct unrestricted competition; elect to restrict competition for Task Orders totally to Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), Women-Owned Small Businesses, 8(a) Businesses, or HubZone Businesses. The Task Order solicitation will notify offerors of the restricted competition decision.

To be eligible as a Small Business, Service Disabled Veteran Owned Small Business (SDVOSB), Women-Owned Small Business, 8(a) Business, or HubZone Business during the competitive ordering process, the Offeror must have had that status at the time of Task Order proposal submission. For Task Order solicitations competition restrictions for Small Business, Women-Owned Small Business, or 8(a) Businesses, the Prime Contractor must perform at least 50% of the Work (See FAR 52.219-14). For HubZone competition restriction, at least 50% of the work will be performed by the Prime Contractor or other HubZone Small Business concerns (See FAR 52.219.3). If a Task Order Solicitation is competition restricted for Service Disabled Veterans Owned Small Business, at least 50% of the effort will be performed by the Prime Contractor or other Service Disabled Veteran Owned Small Business concerns (See FAR 52.219-27). In

accordance with FAR 16.505(a)(8), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract.

3. **Responses:** Awardees will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date shall be set forth in each proposed TO. Responses will be streamlined and succinct to the extent practical based on the dollar value and complexity of the work. All proposals, including those offered by the Prime contractor and their subcontracts, shall be submitted exclusively through the SeaPort Portal. Responses will not be a proposal as defined in FAR 15, but only sufficient information to be considered in accordance with FAR 16.

4. **Evaluation:** The ordering activity issuing the solicitation will evaluate responses against selection criteria contained in the proposed TO. Individual task order selection criteria will be included in particular task order solicitation. The weight of factors will be identified in a task order solicitation. Upon completion of evaluations, the PCO will issue a TO to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the TO. The Task Order Contracting Officer will notify the IDIQ holders of the selection decision.

C.8.3. - Task Orders

Each individual TO may be cost reimbursable, fixed price (FP), or any combination of the two. All Task Orders shall be issued electronically via the SeaPort Portal.

C.8.4. - Unauthorized Work

The Contractor is not authorized to commence task performance prior to issuance of a signed TO that has been funded.

C.8.5. - Task Funding Restrictions

TOs shall either be funded at the time of award or awarded under the authority provided within Section I Clause 52.232-18, entitled, "Availability of Funds".

C.8.6. - Ordering Period

Orders may be issued by any Contracting Officer from Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps from contract award through the end of the ordering period, specified in Section F. The period of performance for a Task Order can be up to 5 years.

C.8.7. - Ombudsman Description.

The Task Order Ombudsman is available to the Contractor to assist in the resolution of complaints arising under the issuance of any Task Order under this contract. Utilization of the Ombudsman process is optional. In the case of Task Orders valued in excess of \$20 million, the Contractor may either go to the Ombudsman or GAO, but not both. In accordance with FAR 16.505(a)(10)(i)(A), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a Task Order valued at \$20 million or less under this contract, including Task Order Contracting Officer decisions regarding fair opportunity, except for a protest on the grounds that a TO increases the scope, or maximum value of this contract.

If a Contractor elects to utilize the Task Order Ombudsman process, the Contractor is instructed to first contact the local activity contract specialist and contractor officer for issue resolution. If the issue is not able to be resolved, the issue shall then be elevated to the cognizant local activity Ombudsman. Should resolution not be achieved with the local activity Ombudsman, the cognizance for resolution would reside with the Overarching Command or Headquarter Ombudsman.

A list of current Ombudsman will be maintained on the Vendor Portal to authorized users. The Government reserves the

unilateral right to change Ombudsman at any time. The contractor will be notified of any such changes.

The Contractor authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed within Government channels to the extent deemed necessary by the Ombudsman to facilitate understanding of the issue or issues. The Contractor also authorizes the Ombudsman to disclose to other parties or to nonparties any information submitted to the Ombudsman that, in the judgment of the Ombudsman, must be disclosed to prevent or investigate fraud, waste, abuse, criminal activity or imminent physical harm.

In accordance with FAR 16.505(a)(10)(i)(B) protests of Task Orders (TO) valued in excess of \$20 million may only be filed in accordance with the procedures at FAR 33.104. Any contact with the Ombudsman does not extend any of the timeliness for filing a protest with the GAO.

C.8.8. - Ordering Authority

All warranted Contracting Officers from the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps are authorized to place orders under this IDIQ contract, using the electronic SeaPort portal.

C.9 TEAMING AND SUBCONTRACTING

C.9.1. - Definitions

“Prime” contractor means that the Contractor has privity-of-contract with the Government for all contractual obligations under a mutually binding legal relationship with the Government. In other words, when the Government awards a contract to a contractor, the Contractor is considered the “Prime” contractor.

“Team member” is a term applied only at the MAC level. Team members are established for use in Task Order electronic proposal submissions. Team members are not legally binding, their inclusion at the MAC level is to set up electronic relationships for use as potential subcontractors in Task Order performance. Team members do not have to have a subcontract agreement with the Prime at time of Team member requests.

The term “Subcontractor” is when a Prime contractor awards a contract to another contractor. The term is applied at the Task Order.

Team members and subcontractors do not have to hold a MAC contract in order to perform tasking under SeaPort orders. They must, however, hold active registrations in SAM.

C.9.2. - Subcontracting Plan

For Large Business Offerors - at least 20% of the total planned subcontracted dollars under the contract (not per task order) must be subcontracted to small businesses. In achieving the 20% requirement, the following specific minimum requirements must be met:

- 5% of the total planned subcontracted dollars under the contract (not per task order) to Small Disadvantaged Businesses,
- 5% of the total planned subcontracted dollars under the contract (not per task order) to Women-Owned Small Businesses,
- 3% of the total planned subcontracted dollars under the contract (not per task order) to Hub-Zones,
- 3% of the total planned subcontracted dollars under the contract (not per task order) to Service Disabled Veteran owned Small Business concerns

The 20% subcontracted effort must be comprised of meaningful work under the statement of work within the task orders.

In accordance with FAR 19, Large Businesses are required to submit a subcontracting plan, which contains the above goals.

C.9.3. - Subcontract Reporting:

All large business prime contractors shall be required to enter subcontracting data in both the Seaport-NxG portal and the Electronic Subcontracting Reporting System (ESRS). Every six months, the contractor will be provided a link to gain entry to the portal to provide actual subcontract performance information. All reporting will take place at the Task Order level. The reporting in ESRS will take the place of the SF 294 and SF 295. For information on ESRS reporting, please go to <http://www.acq.osd.mil/osbp/sbs/esrs.shtml>.

Small business prime contractors will also be required to enter subcontracting information in the portal every six months. Actual subcontracting information must be entered in order to ensure compliance with the requirement that small business prime contractors perform more than 50% of the effort under a small business set-aside procurement (Reference FAR 52.219-14). Please note that small business prime contractors are NOT required to enter information in ESRS.

C.10. AFFILIATES RULE

C.10.1 - Definitions

“Affiliates” are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both.

“Division” is a separate business unit of a company representing a specific business function.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned directly by a parent corporation; or through another subsidiary of a parent corporation.

C.10.2. - One Prime Contract Per Company

“Company” includes affiliates and business units as defined in FAR 2.101, this also includes Joint Ventures. This rule does not prevent the affiliated company from being able to participate in SeaPort-NxG. Any proposal submitted in response to a task order solicitation would need to be submitted in the portal through the account of the Prime contract holder and the proposal should clearly identify the affiliate as the prime. Contractors are cautioned that the Prime MAC is the authorized and binding authority in any task order award. All payment information and CPARS ratings will flow through the Prime MAC holders and although the affiliate may hold a different size status/representation, the size and representations of the Prime MAC is what governs.

C.11. ROLLING ADMISSION

The Navy may periodically decide to expand the existing SeaPort Enhanced Multiple Award Contracts (MACs). This expansion would take place during the Rolling Admissions process.

NSWC Dahlgren serves as the Contracting Officer responsible for Rolling Admissions and MAC administration.

C.12 CONTRACTOR SIZE STATUS

Size status of the MACs shall reflect either Small Business or other than Small Business (Large Business) under NAICS 541330 – with the \$38.5M Exception. Contractors will be required to recertify at the 5 year Option renewal. Representations of WOSB, SDVOSB, 8(a) and HUBZone shall be monitored for award eligibility in set-asides at the Task Order level.

Joint ventures are not allowed in SeaPort-NxG – Joint Ventures would be considered an affiliate in accordance with the Affiliates rule.

NOTE: Component text/provisions will be inserted at the task order solicitation level as appropriate.