



# **NUWCDIVNPT SeaPort-e Council Meeting**

**December 8, 2015**



# Industry Questions and Answers

- **Q1: Please explain the rationale for using Firm Fixed Price CLINS in RFPs.**
- **A1: As per FAR 16.202-2 “A firm-fixed-price contract is suitable for acquiring commercial items (see Parts 2 and 12) or for acquiring other supplies or services on the basis of reasonably definite functional or detailed specifications (see Part 11) when the contracting officer can establish fair and reasonable prices at the outset”. NUWC uses the FFP contract type when these conditions are met.**



# Industry Questions and Answers

- **Q2: Some of our task orders were recently converted to priced SLINs. Priced SLINs set separate fixed ceilings for labor dollars, fee dollars and hours at the SLIN level, leaving the CLIN established only for informational purposes (no funding is placed at the CLIN level). Although we had previously been billing at the SLIN-level, now with the cost, fee and hours ceilings set firmly at the SLIN level, we are concerned that there will always be unused hours or labor dollars or fee left on the table. Before this, the labor dollars and fee dollars were an “estimate” IAW the Allotment of Funds table. The Allotment of Funds table provided an estimated split between cost and fee but the contractors were able to move the funding from cost to fee or vice versa so long as the CLIN-level cost or fee ceiling was not exceeded in doing so. Now, to potentially exhaust all of the funding, the contractor and NUWC have to modify the contract which is very time consuming, if allowed at all.**



# Industry Questions and Answers

- **Q2: (Continued) Would you please explain the following:**
- **A2: Regarding setting cost, fee and hour ceilings at the SLIN level, NUWC has mitigated the risk of multiple shifts and modifications during performance by allowing the cost, fee and hours (with fee and hours being set proportionally per the payment of fee clause) to fluctuate in relative value based on the hours and total CPFF ROM from the technical instruction. As long as the STR and COR discuss and come to agreement on the ROM prior to modification issuance, shift mods should be minimized.**
- **Q2: (Continued) What caused the need for priced SLINs?**
- **A2: (Continued) Payment issues precipitated this change. See the answer to questions below for more details.**



# Industry Questions and Answers

- **Q2: (Continued) Is it used across NAVSEA, the War Centers or primarily in Newport?**
- **A2: (Continued) There are multiple warfare centers employing priced SLINs however not all of NAVSEA or the warfare centers employ this approach.**
- **Q2: (Continued) How does the government benefit from using priced SLINs?**
- **A2: (Continued) The Government benefits in that it allows DFAS to pay in the manner contractors are required to bill in the WAWF clause. Previously using informational SLINs billing was done at the SLIN level but payment could only be done at the CLIN level (typically by sequential ACRN order). As a result the Government can reconcile reports in Ecraft against invoices in WAWF as well as payments out of MOCAS allowing for maximum oversight and traceability.**



# Industry Questions and Answers

- **Q2: (Continued) How does the contractor benefit from using priced SLINs if it previously had been billing and reporting at the SLIN level?**
- **A2: (Continued) The contractor benefits in that payment issue of which we are aware will no longer occur. The typical case was that one DFAS agent paid by sequential ACRN order (in accordance with the payment note) then the next went to pay at the SLIN level and rejected the invoice for insufficient funds. This issue is completely resolved by funding at the priced SLIN level.**



# Industry Questions and Answers

- **Q2: (Continued) What are the plans for changing existing contracts not currently using priced SLINs to employing this new protocol?**
- **A2: (Continued) The current policy is to convert over to priced SLINs for any requirement that will benefit (ones with multiple sponsors, programs, departments funding the task order) at the time of upcoming option exercise. If the options are already exercised no change will be made because the admin burden would offset the benefit of eliminating the payment issues.**



# Industry Questions and Answers

- **Q2: (Continued) If NUWC plans to convert existing contracts to priced SLINS, is NUWC prepared to process claims and equitable adjustments for changes made to existing contracts where the contractor's billing protocol has already been setup?**
- **A2: (Continued) Converting to priced SLINS is only applicable to incrementally funded CPFF efforts.**



# Industry Questions and Answers

- **Q3: How does contracts apply FAR 52.216-8? What would be their approach and legal basis for approach in the following example:**
  - **Example: The contractor is negotiating with their customer and DCAA related to fee withholds under FAR 52.216-8. The contractor's understanding of the FAR from research, outside legal counsel and various other sources, i.e. DAU and WIFCON, is that the Contracting Officer (CO) is required to set the fee withhold anywhere between 1% and 15%, and then deduct the applicable percentage from the contractor's payment. However, DCAA recently informed, if the CO fails to establish the withhold or make deductions from payment, it is the contractor's responsibility to voluntarily deduct the maximum 15% of fee from its own invoices. The contractor is not permitted by the contract to bill less than all of the amounts due and owing, and FAR 52.216-8 does not direct or permit the contractor to do**



# Industry Questions and Answers

- **A3: If the NUWC PCO does not establish a specific fee withholding in the schedule, then fee withholding falls upon the DCMA Administrative Contracting Officer (DCMA Instruction 106). It is our understanding, DCMA typically sets fee withholding at 15%.**



# Industry Questions and Answers

- **Q4: Would NUWC consider RFPs outside of Seaport-e?**
- **A4: Yes, we already do that. Seaport-e is just one method of contracting considered during the presolicitation phase. NUWCDIVNPT determines the most appropriate method during the presolicitation phase based on the unique factors of each requirement. This process will continue going forward.**



# Industry Questions and Answers

- **Q5: Recently those of us who are SeaPort-e 04-D prime contract holders were notified that we must submit “Reduced Proposal Submissions” by 15 December, which will result in the issuance of 16-D prime contracts in January “in order to reduce any impact on on-going SeaPort-e task order solicitation opportunities.” On 18 November, SeaPort-e contracting officer Stacey McQuage provided us with additional information in a set of e-mailed questions and answers, one of which stated the following: “If you have solicitations pending that you intend to bid on and any awards anticipated after 31 January 2016 email me providing the solicitation number and the anticipated award date. We will choreograph the awards of the ’16 contracts so that it is either awarded on your new ’16 contract or against your current ’04 contract...I will also be sending a message out to the ordering activities stating this.”**



# Industry Questions and Answers

- **Q5: (Continued) Does NUWC Newport anticipate providing any additional information/guidance between now and 31 January to 04-D contract holders who currently are NUWC task order holders/bidders?**
- **A5: Currently no as the information should come from the SeaPort-e PCO at NSWC Dahlgren**



# Industry Questions and Answers

- **Q6: Please explain the rationale of GPAT and VPAT and is this a requirement from NAVSEA?**
- **A2: The Government Product/Services Accessibility Template (GPAT) reflects the government agency's accessibility requirements for the type of Electronic Information Technology (EIT) they intend to buy [more for services]. The Voluntary Product Accessibility Template (VPAT) reflects the accessibility features of the vendor's product.**
- **GPAT/VPAT is the method NUWC uses to ensure compliance with the requirements of FAR 39.2, which implements section 508 of the Rehabilitation Act of 1973 (19 U.S.C. 794d).**



# Industry Questions and Answers

- **Q7: When is a Software Development Plan required?**
- **A7: A software development plan is required as part of an offeror's proposal whenever applicable provisions, such as HQ L-2-0016, HQ L-2-0017, and HQ M-2-0015, or substantially similar language incorporated as part of sections L and M, are included in the solicitation. NUWCDIVNPT determines the applicability in accordance with NAVSEA Memo Assistant Secretary of the Navy (Research, Development and Acquisition) (ASN (RD&A)) Memoranda dated 15 May 2006, 17 November 2006, and 13 July 2007. The 13 July 2007 memo defines software development as follows: "developing or delivering new source code, modifying existing source code, coding computer instructions and data definitions, building databases schema, and performing other activities needed to implement the design of a noncommercial computer software product."**



# Industry Questions and Answers

- **Q8: What is the role of the TDDA and has consistent guidance been given regarding discussions with Industry?**
- **A8: The TDAA's serve as the Department's Project Manager for contractual requirements. As Project Managers they work with Technical Program Managers and technical Subject Matter Experts (SMEs) to identify the technical and business requirements which the Department plans to execute via the acquisition process.**
- **In addition, the TDAA works with the Code 02 contracts branch head to prioritize actions, and build efficient processes within their departments.**
- **Conversations concerning any particular contract or task order should be with the PCO and/or the COR, not with the TDAA.**





# Industry Questions and Answers

- **Q9: Is there a place on the SeaPort-e web portal where contractors can find a list of all of the companies that have SeaPort-e contracts? Contractors can view their subcontractor partners and prime contractor partners in SeaPort-e but we cannot seem to find a more global view. For example: Our goal is to find out if “XYZ, Inc.” has a SeaPort-e prime contract. They are currently not a prime partner nor a subcontractor partner to us. Short of contacting them directly, how would we be able to find out if they held a SeaPort-e contract? Is there a way to do this on the SeaPort-e portal? Is the only way to do this to search SeaPort Enhanced Task Order Award Report? Is there a more automated way of doing this? Knowing this would help us identify and create new industry partnerships with both small and large businesses .**
- **A9: As a result of mandated security measures, NAVSEA had to move the reports from the public side of the portal to after user log-in. If a contractor has access to SeaPort, i.e., holds a SeaPort MAC or is an approved team member with a SeaPort account, they will need to log in to the vendor portal and run the reports from there. If the contractor does not currently hold a MAC or is not currently a team member with an account, they will unfortunately not be able to access any information regarding either current SeaPort contact holders, teams etc., or the task order award report.**



# Industry Questions and Answers

- **Q10: Recent changes to the SeaPort-e Proposal System Login page deleted the link to the SeaPort Enhanced Task Order Award Report previously provided on the page. We have located the report at [https://buy.seaport.navy.mil/SeaPort/rpt\\_CR\\_ViewScheduledReports.asp?ReportName=SeaPortETOAward](https://buy.seaport.navy.mil/SeaPort/rpt_CR_ViewScheduledReports.asp?ReportName=SeaPortETOAward). The Login page also used to provide a link to a listing of all prime contractors, their contract numbers, their teams, etc. However, the link to SeaPort-e partners provided via NAVSEA's SeaPort homepage, <http://www.seaport.navy.mil/Home/Partners.aspx>, does not work. Could you please provide information about the current location of that page ?**
- **A10: The List of Prime Partners Report is not currently available on the Reports tab in TOMS; however, the report is still accessible in the SeaPort Proposal System. To access the report from the SeaPort Landing Page, take the following steps:**
  - - **Select the SeaPort Proposal System Login link**
  - - **Access the Reports tab**
  - - **Locate and select the List of Prime Partners Report**
  - **OR**
  - **From within TOMS, take the following steps:**
    - - **Access the Modules tab**
    - - **Select the SeaPort Proposal System Login link**
    - - **Access the Reports tab**
    - - **Locate and select the List of Prime Partners Report**



# Industry Questions and Answers

- **Q11: What is the happening to Seaporte in 2019?**
- **A11: NAVSEA currently has an analysis of alternatives underway. Until its issuance NUWCDIVNPT has no knowledge of the future of Seaport-e.**



# Industry Questions and Answers

- **Q12: Would you consider notifying Industry when a 3 or 5 year contract is going to be extended outside of its original period of performance?**
- **A12: Because such extensions are done in accordance with Clause 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010) the extensions are in scope, therefore no notice is required. Information regarding follow-on requirements will be issued via sources sought and advanced notices for the follow-on requirements in accordance with our standard practice. Our standard practice is to get information out to industry at the earliest possible moment when there is sufficient information to be useful to industry.**



# Industry Questions and Answers

- **Q13: Is there a limit on how long a contract can be extended?**
- **A13: NUWCDIVNPT understands this question to ask how long a SeaPort-e task order can be extended. Task orders under the SeaPort-e MAC can be extended up to one year beyond the end date of the relevant MAC contract if the contract is ten years or more. Task orders can be extended more than one year beyond the end of the contract if the relevant MAC contract is less than ten years in length.**



# Industry Questions and Answers

- **Q14: Rolling Admissions was recently open, do you anticipate another rolling admissions in the future?**
- **A14: NAVSEA currently has an analysis of alternatives underway. Until its issuance NUWCDIVNPT has no knowledge of the future of Seaport-e or potential future rolling admissions.**



# Industry Questions and Answers

- **Q15: On April 4, 2019, what happens with task orders that are active at that time? That question answered, what does NUWC see happening with SeaPort-e after that date ?**
- **A15: Active task orders will follow the rules discussed in Question 13. Any existing task orders under ten year or longer contracts that need to extend more than a year beyond the end date of the MAC will be addressed on a case by case basis.**
- **See answer to Question 11 for the answer to the second part of the above question.**



# Industry Questions and Answers

- **Q16: The trend has been sources sought and Industry Days, will that continue? We appreciate the effort Contracts and the Small Business Advocate has put into these efforts!**
- **A16: Yes. The goal of increased usage of sources sought and industry days was to increase competition and it has been effective therefore the current process will continue.**





# Industry Questions and Answers

- **Q17: Is NUWC taking a position on the pending FAR modification that will comply with the National Defense Act of 2013 PL112-239.. This law will allow “similarly situated” Small Business to be able to jointly satisfy the >50% requirements of the current FAR 52-219? The Small Business Administration has clarified that PL112-239 definition of “similarly situated” is interpreted to mean that for a small business set aside 2 or more small business performance can jointly satisfy the requirement that “....at least 50 percent of the cost of personnel for contract performance ... Similarly with a Service Disabled Veteran owned or Hub zone set aside 2 or more qualified small business could jointly satisfy the 50% requirement**
- **A17: Should the rule be implemented into the FAR and/or DFARs and guidance is provided, NUWCDIVNPT will comply with it.**



# Industry Questions and Answers

- **Q18: Will NUWC consider more Woman Owned RFPs ?**
- **A18: Our first analysis is to verify that we will have viable competition IAW FAR Part 19 (i.e. “reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market prices, quality and delivery”). Once that is determined, we look at the socio-economic categories (i.e. WOSB, SDVOSB, SDB, Hubzone) of the responding companies to see if we can expect viable competition among one of these categories.**



# Industry Questions and Answers

- **Q19: When NUWC reviews inputs to sources sought, do they look not only for qualified small business submissions, but also look for 2 or more WOSB, SDVOSB, HUBZONE SB, etc ?**
- **A19: See answer to Question 18.**



# Industry Questions and Answers

- **Q20: Would contracts consider requiring a large business that is grandfathered in Seaport as a small business and bidding on SBSA opportunities to provide a small business sub-contracting plan with their proposal?**
  - **Discussion: 14% of all NUWCDIVNPT SBSA over the past 3 years have been awarded to large businesses. When a large business (grandfathered as a small business in Seaport) partners with another large business and is awarded the contract, it negates the government's intent of issuing a SBSA. However, by adding a requirement for large businesses (grandfathered as a small business in Seaport) to provide and adhere to a small business sub-contracting plan, the government's intent is met .**
- **A20: In accordance with FAR 19.705-2(3) and 52.219-9(i) – A contract may have no more than one plan. In SeaPort, a plan exists at the MAC level and/or when a small business becomes a large business. As such, task order solicitations should not require the submittal of a “Subcontracting Plan”. However the small business participation factor is a requirement in unrestricted solicitation, which requires both a percentage goal for small business participation as well as an approach to meeting that goal.**



# Industry Questions and Answers

- **Q21: Will RFPs in the future be consistent with the technical requirements? For example RFPs have been released with a combination of requirements:**
  - Write to the SOW
  - Answer the hypotheticals
  - Write to the SOW and answer the hypotheticals
- **A21: NUWCDIVNPT will review each procurement and determine what requirements are necessary. Every requirement is different therefore the goal is not to maintain uniformity in solicitation requirements. NUWCDIVNPT will use whatever solicitation requirements will best allow the source selection team to evaluate potential offerors to determine the best value to the Government.**



# Industry Questions and Answers

- **Q22: NUWC bidders presently are evaluated on two aspects of their Past Performance: Relevancy, with a table showing Very Relevant as the highest rating, and Not Relevant as the lowest; and Confidence of Successful Performance, with a second table showing Substantial Confidence as the highest rating, and No Confidence as the lowest—or is it?. This second table also includes a rating of Unknown Confidence (Neutral) below that of No Confidence. FAR 15.305(a)(2)(iv), which NUWC RFPs reference for “information on assigning an unknown/neutral confidence rating,” states: “In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.”**



# Industry Questions and Answers

- **Q22: (Continued) This FAR clause implies that a bidder with a Very Relevant/Substantial Confidence Past Performance evaluation will be rated no better than one with an Unknown/Neutral Confidence rating. In fact, it seems to mandate that the bidder with an Unknown/Neutral Confidence rating cannot be rated inferior to one with a Very Relevant/Substantial Confidence evaluation. In light of the foregoing, please clarify: When its RFP requires that “the offeror shall provide” a set number (or range) of past performance references, would NUWC consider an offer that provides no past performance references to be technically acceptable? If not, would such an offer not even be evaluated?**



# Industry Questions and Answers

- **Q22: (Continued) Would NUWC consider an offer that provides less than the set number of required past performance references, e.g., one when the RFP requires three, to be technically acceptable? If yes, how could such an offer be assigned an Unknown Confidence (Neutral) rating when the offeror itself has provided sufficient information for the Government to evaluate and assign a more meaningful confidence assessment rating ?**
- **A22: Offerors are required to respond to all proposal requirements. In the event an offeror does not have any Past Performance or required number of references, it should state that in its proposal. If an offeror fails to address the requirement, the proposal could be considered unacceptable.**
- **Sufficient information does not mean relevant information or necessarily indicate how well the vendor has performed.**





# Industry Questions and Answers

- **Q23: In a related question, if an offeror with less than the RFP-required past performance information can be assigned an Unknown/Neutral Confidence rating, what would be the difference between that rating and that of another offeror that has cited a recent/relevant CPAR with Satisfactory ratings ?**
- **A23: Both would be awardable, however they are two different ratings and the relationship between the two ratings during a source selection is up to the Source Selection Authority.**



# Industry Questions and Answers

- **Q24: When bidders learn of their contract wins or losses, the contents of the post-award debrief is different depending upon whether is it a debrief for a winning bid or losing bid. For instance, NUWCDIVNPT states that the debriefs they provide are in accordance with the rightful FAR provisions. In reviewing FAR 15.506 (Postaward debriefing of offerors), yes, NUWC is distributing fully compliant debriefs. However, there is a striking difference between the information provided to a losing bidder versus information provided to a winning bidder. Primarily, a losing bidder learns of the value of the winning bid and, of course, knows the dollar value of their own losing bid. In a debrief for a winning bidder on the other hand, the winning bidder only learns of the evaluated pricing of their own winning bid as well as some details of the technical evaluation.**



# Industry Questions and Answers

- **Q24: (Continued) The winning bidder's debrief does not contain any information related to the pricing of the other unselected bids which is opposite of what the losing bidder is provided. FAR 15.506(d)(2) (Postaward debriefing of offerors) states that, "At a minimum, the debriefing information shall include... The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror." We acknowledge that this portion of the provision speaks to the losing bidder. However, if the primary function of a debriefing is not to defend or justify source selection decisions but rather to provide offerors with information that would assist them in improving their future proposals or maintaining their competitiveness, why is the winning debrief void of any insight into the prices offered by the other bidders?**

# Industry Questions and Answers

- **Q24: (Continued) Further, if the goal of the competition advocate is to educate bidders so they can become more competitive, it is equally important that winning bidders are provided with pricing information of the losing bids as done in the vice versa situation. Every winner wants to know how close it was for next time, just like a losing bidder does. What is the reasoning behind the current practice of not providing winners with losing pricing info? In not providing similar information to the winning bidder, it appears as though the deck is being stacked against the incumbent for any future follow-on work that may be put out for bid. FAR 15.506(e) states that “the debriefing shall not include point-by-point comparisons of the debriefed offeror’s proposal with those of other offerors.” If the debriefs provided to the losing bids contain top-level proposal pricing of the other competitors and are still compliant with FAR 15.506(e), why then can’t this information be shared similarly too with the winning bidder ?**



# Industry Questions and Answers

- **A24: NUWC follows DoD Mandatory Source Selection Procedures as well as NAVSEA's Source Selection Guide. DoD's Source Selection Procedures address this scenario specifically with the following question and answer:**
  - **Question: Please provide the evaluated cost or price and technical, management, and past performance ratings for our proposal and all other offerors.**
  - **Answer: Information on the overall evaluated cost or price and technical ratings is not provided for all offerors; only for the successful offeror and the offeror being debriefed.**
- **As such, NUWC has no plans to release either the names or evaluated costs of all offerors that respond to an RFP.**



# Industry Questions and Answers

- **Q25: When will the last Seaport Council meeting questions and answers be posted ?**
- **A25: NUWCDIVNPT expects to post both this presentation as well as the last one at the same time once approval is received to do so.**



# Conclusion

- Thank you NCMA for coordinating the questions for this SeaPort-e Council meeting
- Once approved by PAO, this Briefing will be posted to the DIVNPT Electronic Reading Room at:  
<http://www.navsea.navy.mil/Home/WarfareCenters/NUWCNewport/Partnerships/BusinessPartnerships/ElectronicReadingRoom.aspx>
- Upcoming Events
  - March 8, 2016 Code 34 Imaging/Electronic Warfare Industry Day
  - May TBD, 2016: Next SeaPort-e Council Meeting
  - April TBD, 2016: Reverse Matchmaker
  - June 14, 2016: NCMA/NUWCDIVNPT Industry Day