Joint Clothing and Textile Modernization Initiative (JCTMI)

Other Transaction (OT) Opportunity

Call for Solutions (CFS)

W91CRB-26-S-JCTM

In Cooperation with Army Open Solicitation (W9128Z-25-S-A002)

SECTION 1 - Overview

1.1 Background and Introduction

Joint Clothing Textile Modernization Initiative (JCTMI) is a United States (US) Army Product Manager (PdM) Soldier Clothing and Individual Equipment (SCIE) effort to fundamentally modernize the acquisition of Clothing and Textile (C&T) items through the adoption of Apparel Tech Packs (ATPs) and an apparel Commercial off the Shelf (COTS) Product Lifecycle Management (PLM) software system. This initiative aligns with Department of War (DoW) executive directives and Secretary of War (SECWAR) priorities to modernize acquisition processes, strengthen the defense industrial base, reduce barriers to entry for industry partners, and build supply chain resiliency to meet operational readiness and force modernization goals.

The Army Contracting Command – Aberdeen Proving Ground (ACC-APG), on behalf of PdM SCIE, intends to competitively award agreements for a JCTMI prototyping project as detailed below. PdM SCIE seeks innovative software solutions, with a preference for commercial or commercially based modified software solutions, that can be rapidly prototyped and offer significant improvements over current capabilities.

The Government anticipates using Other Transaction (OT) Authority, leading to one (1) or more JCTMI Prototype OT Agreement(s) (OTAs) under the authority of 10 U.S.C. § 4022, however, the Government reserves the right, at its sole discretion, to award solution(s) through one or more authorities specified in the Army Open Solicitation (AOS). The Government's intent is to award agreement(s) to prime contractor(s) who provide full prototype solutions either individually or through creative teaming or subcontracting arrangements. The Government encourages competent providers (and any subcontractors) to be on multiple teams if necessary to achieve the vision and best solutions. Agreement awards will be dependent on available funding and criteria established in this CFS.

The Government's expectation is that initial prototype software capabilities will be delivered rapidly after award of any resulting OT agreement(s) as identified in the draft Statement of Work (SOW). The Government reserves the right to cancel this opportunity or make no awards in conjunction with this opportunity.

To be considered for an OTA award, interested vendors must comply with at least one of the following conditions of 10 US Code §4022(d):

(A) At least one (1) Non-Traditional Defense Contractor (NTDC), as defined in section 3014 of Title 10 US Code §3014, is participating to a significant extent in this prototype project.
(B) All significant participants in the transaction other than the Federal Government are small business or NTDCs.
(C) At least one third of the total cost of the prototype project is to be paid out of funds provided by parties to the transaction other than the Federal Government.

1.2 Prototype Project – Problem Statement

The anticipated scope of the JCTMI project entails the procurement of a commercial PLM software system as detailed in the draft SOW, and includes but is not limited to the following objective specifications:

- Apparel-Focused PLM Software
- FedRAMP Certified Cloud-Hosted Environment
- Capability Maturity Model Integration (CMMI) Level 2 Certified
- Authorization to Operate (ATO) Impact Level (IL) 4 with privacy overlay compliance
- Low-Code/No-Code Platform with a search-based design
- Integration capabilities with systems including but not limited to Adobe Illustrator, Browzwear or Clo.
- Mult-tenant user licenses

The procurement will include commercial-based multi-tenant user licenses, plug-ins, cloud hosting, maintenance, and support for a minimum of 12 months and a maximum of 60 months, in alignment with SOW objective timelines. This will allow for the configuration, testing, finalization of system requirements, and determination of the feasibility of integrating the PLM system with C&T industry partners.

1.3 Call for Solutions (CFS) Procedures

This CFS is a competitive procedure seeking innovative prototype solutions that can address the stated prototype requirements contained in the draft SOW and the associated supporting documents included within this opportunity. Subject to the availability of funds, this CFS will result in the award of OT(s) for prototype project(s) in accordance with 10 U.S.C. § 4022, however, the Government reserves the right, at its sole discretion, to award solution(s) through one or more authorities specified in the Army Open Solicitation. This CFS, and any OT agreement awarded as a result of this CFS, is not subject to the FAR or its supplements.

This CFS is soliciting in accordance with the below instructions and the associated documents provided as attachments. All responses to this announcement will be governed by this CFS.

2-phase Competitive Process. The Government will employ a 2-phased competitive solicitation process to award the OTA(s), as outlined below:

Phase 1

Step 1: Request for White Papers (RWP). The Government requests interested vendors to provide white papers on their proposed innovative JCTMI solution. White papers will present the vendor's planned approach to address the JCTMI draft SOW objectives, with a primary focus on the vendor's proposed technical solution and schedule compliance. White papers will be limited to twenty-five (25) pages. NOTE: Vendor white papers are expected to propose a system level JCTMI solution. White papers addressing only subsets or portions of the JCTMI solution may not be considered for awards or invited to subsequent Steps under this CFS. Vendors that are interested in providing only portions of the solution should seek to privately team or perform as subcontractors with vendors planning to propose as prime offerors for the JCTMI solution.

Phase 2

Step 2: Solutions Demonstration (Government Option). Vendors whose white papers receive a favorable evaluation in accordance with CFS Section 4.1 may be invited to present their Solutions Demonstrations virtually through Microsoft Teams. The Government reserves the right to limit the number of vendors invited to this step.

The solutions demonstration may not be required for all solutions to proceed to Step 3 and will be requested at the Government's discretion based on the results of evaluations of the Step 1 White Paper submissions. If requested, the vendor's solution demonstration will focus on software capabilities demonstrations, areas not able to be covered in the white paper submissions, and other details as provided below.

Step 3: Request for Prototype Proposals (RPP) and OTA Awards. Following Government evaluation of white papers and solution demonstrations (if requested), favorable vendor(s) who are selected for potential award will be requested to submit formal technical and cost proposals and to enter alpha negotiations on OTA terms and conditions. The Government reserves the right to limit the number of vendors invited to submit a proposal.

SECTION 2 – DEFINITIONS

"Call for Solutions" is the terminology used for this action to competitively award prototyping agreements under the authority of 10 U.S.C. § 4022. Please note, any references to "Request for Solutions" found elsewhere in the documentation associated with W91CRB-26-S-JCTM shall be understood to mean "Call for Solutions."

"Nontraditional Defense Contractor" is defined in 10 U.S.C. § 3014 as an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the DoW for the procurement or transaction, any contract or subcontract for the DoW that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. § 1502 and the regulations implementing such section. This includes all small business concerns under the criteria and size standards in 13 C.F.R. § 121.

"Prototype Project" can generally be described as a proof of concept, model, reverse engineering to address obsolescence, pilot, novel application of commercial technologies for defense purposes, agile development activity, creation, design, development, demonstration of technical or operational utility, or combinations of the foregoing. A process, including a business process, may be the subject of a prototype project. Although assistance terms are generally not appropriate in OTA, ancillary work efforts that are necessary for completion of the prototype project, such as test site training or limited logistics support, may be included in prototype projects. A prototype may be physical, virtual, or conceptual in nature. The quantity should generally be limited to that needed to prove technical or manufacturing feasibility or evaluate military utility.

"Nonprofit Institution" means a nonprofit institution, as defined in 15 U.S.C. § 3703 as an organization owned and operated exclusively for scientific or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual.

"Small Business" is defined under Section 3 of the Small Business Act (15 U.S.C. 632)

"Innovative" means any new technology, process, method, or business practice; or any new application of an existing technology, process, method, or business practice that contributes to enhancing the mission

effectiveness of personnel of the Department of Defense/Department of War or improving platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense/Department of War, or to improvement of platforms, systems, components, or materials in use by the armed forces.

SECTION 3 – INSTRUCTIONS FOR WHITE PAPERS, SOLUTIONS DEMONSTRATIONS AND REQUEST FOR PROTOTYPE PROPOSALS (RPP)

3.1 General Guidelines

a. Unnecessarily elaborate brochures or proposals are not desired.

b. Use of a diagram(s) or figure(s) to depict the essence of the proposed solution is strongly encouraged.

c. (If applicable) Technical data with military application may require appropriate approval, authorization, or license for lawful exportation.

d. All White Papers, Solutions Demonstrations and Prototype Proposals are strongly encouraged to be UNCLASSIFIED. White Papers, Solutions Demonstrations and Prototype Proposals containing data that is not to be disclosed to the public for any purpose or used by the Government except for evaluation purposes shall include the following on the cover page (or slide, handout, etc. for Solutions Demonstrations and Oral Presentations):

"This [select one: White Paper, Solutions Demonstration or Prototype Proposal] includes data that shall not be disclosed outside the Government, except to non-Government personnel for evaluation purposes, and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this submission. If, however, an agreement is awarded to this Company as a result of --or in connection with - the submission of this data, the Government will attain certain data rights, subject to the negotiated terms contained in the resulting agreement. This restriction does not limit the Government's right to use the information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"

Each restricted data sheet should be marked as follows:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal. "

e. Submissions must be submitted electronically via the instructions included herein.

f. Submissions sent through other channels or after the CFS period (identified on SAM.gov) has ended will not be reviewed nor evaluated.

3.2 STEP 1 - White Paper Instructions

The Government may be unable to evaluate the white paper if a vendor fails to provide the information requested below.

White Papers are limited to twenty-five (25) pages, not including the Cover sheet, Executive Summary, and required Annexes. White paper submissions that exceed the page limits in the Request for White Papers (RWP) will not be evaluated beyond the stated limitations. If vendors can adequately address the

RWP and all requested Step 1 contents in less than 25 pages, vendors are encouraged to do so. Vendors shall organize their white papers as described in the attached RWP.

If applicable (see CFS Section 10.6), vendors shall include their OCI Identification and Mitigation plan as an additional Annex with their white paper submission. If submitted, the OCI Identification and Mitigation Plan is limited to five (5) pages.

Vendors shall not include any other items (e.g., brochures, data sheets, etc.) with their white paper submission. White paper submissions may be in one combined PDF or separate files for each section identified in the RWP, so long as the files are able to be transmitted via email to the Government Points of Contact identified below.

Aside from diagrams and similar exhibits which may require larger page-format files and variable font sizes, vendors shall generally format their white papers in accordance with the following:

Item	Format
Minimum Font Size (Narrative)	12pt
Minimum Font Size (Spreadsheet)	10pt
Minimum Font Size (Figures & Tables)	no less than 8pt
Font Color	Automatic (black) (Body Text & Headings)
Line Spacing (minimum)	Single (1.0)
Page Size	8.5” x 11”
Page Margin	1” Left, right, top, bottom
Page Number Location	Bottom Center
Page Background	None - Backgrounds/Themes not allowed
Table Heading Shading	None / No Fill
Table Cell/Row Shading	None / No Fill
Table Line color	Automatic

NOTE: White papers SHALL NOT CONTAIN CLASSIFIED INFORMATION and proprietary information shall be clearly marked as such.

3.2.1. White Paper Contents

Detailed instructions for white paper content requirements are available as a separate “JCTMI Request for White Papers (RWP)” attachment to the SAM.Gov post.

3.2.2. White Paper Submission

White papers shall be submitted via e-mail to the following points of contact (POC):

- Mr. Joel M. Taylor, joel.m.taylor11.civ@army.mil,
- Mr. Alexander S. Obriwin, alexander.s.obriwin.civ@army.mil, and
- Ms. Dolores F. Sisk, dolores.f.sisk.civ@army.mil.

White papers shall be submitted to the above stated points of contact no later than the due date and time posted on the SAM.gov combined synopsis/solicitation associated with this CFS. Responses received after the response time and date will not be considered. Requests for extension will not be considered.

Subject line for responses shall read: "JCTMI White Paper, [First word in Vendor's Business Name or Vendor's short name/acronym]." Example: "JCTMI White Paper, ACME"

Questions regarding this opportunity may be submitted to the Government white paper submission POCs identified above no later than five (5) business days prior to the close of white paper submissions as identified on SAM.gov.

PHASE 2

3.3 STEP 2 - Solution Demonstrations

If invited, vendors will be provided with a time block of up to (2) hours for their solution demonstration. For planning purposes 30-45 mins should be allocated to software demonstration and 75 to 90 minutes to presentation topics and discussion. Set-up time is not included in the time block. Demonstrations will be conducted via Microsoft Teams. The Government will provide invited vendors with a scheduled date and time and other pertinent demonstration details as soon as reasonably available upon favorable white paper reviews if a Demonstration is desired. The schedule will be determined by the Contracting Office. The vendor shall be limited to no more than five (5) personnel to attend the Demonstration. Personnel who attend demonstrations shall be employed by the prime vendor or a significant teaming vendor. The Government may request verification prior to or after Solution Demonstrations. Solution demonstrations are intended to be interactive, with the Government able to ask questions at any point. The vendor's personnel must be able to demonstrate the vendor's solution and answer technical and programmatic questions on the vendor's solution. The demonstration may be recorded by the United States Government (USG); the vendor is not authorized to record any part of the demonstration. After the vendor's demonstration, the Government may request clarification of any points addressed which are still unclear.

Vendors shall provide an accompanying PowerPoint presentation not to exceed twenty-five (25) slides. The due date and time for PowerPoint presentations will be provided as part of the Step 2 invitation, and a very short turnaround time may be required for submission of the demonstration presentations. Any slides or material not presented in the allotted demonstration time will be removed from the presentation and disregarded by the Government for evaluation. The Government reserves the right to remove any material that is illegible. Unsolicited changes to the presentation after submission will not be accepted.

If after white paper submission a vendor becomes aware, or should reasonably be aware, that there is an actual or potential for an OCI associated with their proposed solution, the vendor shall submit an OCI Identification and Mitigation Plan with the Solution Demonstration as required in accordance with CFS Section 10.6.

3.3.1 Software Demonstrations. Solutions must demonstrate applicability to real-world Army JCTMI use cases, including but not limited to creating an apparel tech pack with multiple components, updating an apparel tech pack and improving an apparel tech pack at a minimum.

Vendor must provide sample software capabilities as described below.

Dashboard Capability: Dashboards must present integrated views by role based and job function areas. Vendor must demonstrate product lifecycle performance across functional areas including design, materials management, sourcing, testing, and compliance. Dashboards should highlight cross-functional

correlations (e.g., material testing status impacting production readiness, or supplier lead times affecting delivery schedules) Vendors must demonstrate the ability to create, modify, and configure integrated views.

Technical Package Creation and Management: Vendors must demonstrate the ability to create and manage apparel technical packages including management of version-control with multiple export formats.

3D Visualization and Design Integration: Vendors must demonstrate integration with 3D design and visualization tools relevant to apparel product development.

Vendor Portal and Supply Chain Collaboration: Vendors must demonstrate a functional vendor portal with supply chain interoperability.

Workflow Configuration and Business Process Automation: Vendors must demonstrate a low-code/no-code configuration of a PLM platform. The PLM platform must have integrated workflows to include sampling and apparel tech pack approvals.

User Interface: Vendors must demonstrate an easy and user-friendly interface by minimizing cognitive overload making it intuitive to navigate the software.

Scalability Demonstration: Vendors must demonstrate or describe the system's ability to support a minimum of 40 concurrent users across multiple geographic locations, with a clear path to scaling to 250 users. A demonstration of the multi-tenant architecture supporting concurrent access.

Supplemental capability videos are acceptable but should not be used as a substitute for live demonstrations of working software and live presentations of the demonstration topics.

Quick reference guides or other instructional handouts on the operation of sample software may be provided to the Government attendees.

3.3.2. Demonstration Topics. Vendors shall also address the topics listed below in their demonstrations.

3.3.2.1. Technical Solution Overview. At a minimum, the vendor shall address the following:

System Architecture: Describe the overall cloud-based architecture, data flow, multi-tenant user license structure, and scalability approach. Include a description of FedRAMP-certified cloud hosting, automated backup, routine maintenance, and disaster recovery procedures.

Customization and Configuration: Show how the solution can be configured to JCTMI requirements through user interface configurations, workflow design, business rules/logic, templates and permission structures — all achievable through the low-code/no-code platform without custom development.

Security and Compliance: Demonstrate data validation, data handling, and protection protocols. Show proof of FedRAMP certification and CMMI Level 2(or higher) certification. Present the vendor's plan to achieve or maintain Authorization to Operate (ATO) at Impact Level (IL) 4 with Privacy Overlay, including engagement with a Third Party Assessment Organization (3PAO), within fifteen (15) months if not already achieved. Demonstrate data encryption at rest and in transit.

Identity, Access, and Authentication Management: Show support for DoW-approved identity federation, including Common Access Card (CAC) / Personal Identity Verification (PIV), Public Key Infrastructure (PKI), SAML 2.0, and OIDC, as applicable to the JCTMI operating environment.

Data Rights: Describe how the Government retains all rights to data within the PLM system during the period of performance. Demonstrate the process by which all data would be returned to the Government in an accessible electronic format at the conclusion of the period of performance.

Support and Maintenance: Describe vendor-provided support services, including help desk tiers, hours of operation, escalation paths, and the train-the-trainer support methodology. Present the matrix of help desk support scenarios by functional and permission level. Describe the notification process for software upgrades and changes, including the minimum five (5) business days advance notice requirement.

3.3.2.2. Schedule. Vendor will present their program schedule, with a focus on how the schedule supports achieving the prioritized prototype at full scale as described in the SOW. The schedule presented in Demonstrations must focus on Phase 1 and 2 objectives. Subsequent phases can be included and briefly addressed, but the focus should be on achieving Phase 1 and 2 objectives.

3.3.2.3. Agile Development Capabilities. Vendor will describe their capabilities, past performance and approach to agile development develop and deploy the JCTMI solution through prototype, full-scale deployment, and follow-on production phases.

Vendors must demonstrate how their solution is low code/no code and their approach to continuous compliance to ensure scalability, resilience, and alignment with DoW DevSecOps standards.

Vendors should not plan to present cost/price details in the demonstration. However, vendors should be prepared to answer questions that the Government may ask that may be related to the ROM that was submitted with white papers.

3.4 STEP 3 - Request for Prototype Proposals, Alpha Negotiations and OT Award(s)

Following Government evaluation of solution demonstrations, vendors selected for potential awards will be provided with a Request for Prototype Proposals (RPP) and invited to submit formal technical and cost proposals and to enter into alpha negotiations for OTA terms and conditions.

As part of the request for prototype proposals, vendors will be provided with the latest version of the JCTMI draft SOW as well as other Government-generated documents such as DD1423s (Deliverables Requirements List), Draft Agreement Language, Pricing Template (Excel file) and/or similar documents, and asked to provide detailed proposals in several volumes addressing the following general categories (subject to change):

1. Technical Volume
    a. Detailed Technical Approach
    b. Vendor-Generated Statement of Work to address all objectives in the Government-provided SOW
    c. Technical Basis of Estimate
    d. Integrated Master Schedule (IMS)
    e. Detailed Data Rights Assertions Table (DRAT)
2. Past Performance Information (Government and/or Commercial Experience Examples)
3. OCI Identification and Mitigation Plan (If required in accordance with CFS Section 10.6)
4. Price Volume
    a. Completed Excel Template
    b. Completed Price Narrative Volume that includes any necessary supporting price data to assist the Government in establishing pricing to be fair and reasonable

The Government reserves the right to limit the number of vendors invited to submit a proposal. The RPP will provide further details regarding the proposal submission requirements.

The Government anticipates making one or more OT awards for the JCTMI prototype project. The number of awards will be dependent on available funding, to include proposed vendor cost share. The Government anticipates funding a base award for Phase 1 of the prototype project, with options for additional phases to be exercised at the Government's sole discretion in the future. The Government reserves the right to award only one OT agreement, or make no awards resulting from this CFS process, for any reason at the Government's sole discretion.

SECTION 4 – EVALUATION APPROACH

4.1 Phase 1 White Papers – Basis of Evaluation

The Government will first evaluate the white paper solutions to determine if the response meets or exceeds key gateway criteria as follows:

1. The proposed solution must be commercial Product Lifecycle Management (PLM) software specifically designed for apparel applications.
2. The PLM software must be Federal Risk and Authorization Management Program (FedRAMP) certified and able to support accreditation for in Department of War (DoW).
3. The PLM software must be a minimum Capability Maturity Model Integration (CMMI) Level 2 certified.
4. The solution must be cloud hosted and be Authorization to Operate (ATO) Impact Level (IL) four (4) compliant with privacy overlay or demonstrate a clear plan to achieve compliance within 15 months of award.
5. The PLM software must feature a low-code/no-code platform with a search-based design.
6. Supports multi-tenant user licenses.

If a white paper solution fails to meet the above key gateway criteria, the white paper will not be further considered.

If a white paper solution meets or exceeds the above key gateway criteria, that white paper will then be further evaluated against the below stated criteria:

1. Relevance of the white paper in addressing the Army's needs.
2. Technical merit and feasibility of the solution to address the Army's needs.
3. Vendor's approach is unique and/or innovative to future capabilities.
4. Affordability of submitted ROM cost/price.

Solutions submitted in response to this CFS will be evaluated based on merit of the solution against the prototype project requirements, not against other solutions submitted in response to this CFS.

The ROM costs must include all relevant components such as licensing, cloud hosting, maintenance, and support. Additionally, the pricing should be structured to allow maximum flexibility, including options for the introduction of new modules, features, or user groups over time, so that the solution can scale and adapt to evolving requirements.

The Army expects that it may receive more solutions than resources available to award. The government reserves the right to request demonstrations after evaluation of white papers. All submissions will be

fairly considered. The Government reserves the right to limit the number of companies invited to provide a demonstration if demonstrations are requested (Step 2), or to provide a prototype proposal (Step 3). As such, a company's solution may be evaluated to be of merit but not invited to provide a demonstration or submit a proposal. Solutions that are chosen for demonstrations or a Request for Prototype Proposal (RPP) will be notified in writing as soon as practicable.

The Government will notify vendors not selected with a non-selection letter. The non-selection letter will give a summary addressing why the Government did not choose the solution. The Government will provide general feedback summarizing the rationale that led to the non-selection decision, however, generally will not provide significant or detailed feedback beyond the non-selection letter.

Upon completion of Phase 1 White Paper evaluations, the Government will notify the Company that:

a. The proposed solution has been selected for possible agreement and is invited to present a solutions demonstration within fourteen (14) calendar days of invitation (or other suspense date at Government discretion), with potential to submit a full prototype proposal; or

b. The proposed solution has been selected for possible agreement, a demonstration is not required at present, and the Government may subsequently request the vendor to submit a full prototype proposal; or

c. The proposed solution is not of interest to the Government; or

d. The proposed solution is of interest, but not eligible for a demonstration or RPP due to the lack of availability of Government resources.

If the proposed solution is of interest, but not eligible for a proposal due to availability of Government resources, the Company may be contacted with a request to either provide a solutions demonstration or respond to an RPP within 120 calendar days from the notification of non-selection. If the Government does not send an RPP to the Company within 120 calendar days, the Company will no longer be eligible for an award.

Note: Before selection for demonstrations or RPP, the Government will review and evaluate the vendor's Organizational Conflicts of Interest (OCI) submission considering any potential OCI issues, if one was required to be submitted based on assessed potential for OCIs in accordance with CFS Sections 3.2 and/or 3.3, and 10.6. To be eligible for selection for demonstrations or RPP, the vendor's submitted mitigation plan (if required) must be approved by the Agreements Officer.

If a vendor does not submit an OCI Identification and Mitigation Plan that was required in accordance with CFS Sections 3.2 and/or 3.3, and 10.6, then that vendor may not be considered eligible and may not be selected for Demonstrations or RPP.

If the Government believes that a vendor's OCI(s) cannot be adequately mitigated or avoided, the vendor may not be selected for Demonstrations or RPP, and the Agreements Officer may notify the vendor and allow the vendor a reasonable opportunity to respond if timelines permit.

4.2 Phase 2 Step 2 Solutions Demonstrations and Step 3 Prototype Proposals – General Basis of Evaluation

The RPP will further refine the basis of evaluation, which will generally adhere to the below guidelines. All Phase 2 vendor submissions, including all Demonstration content (if applicable) and Prototype Proposal Volumes will be evaluated by Government subject matter experts using, but not limited to, the following criteria. Prior to issuance of any RPP, Demonstrations will be initially evaluated based on the below criteria:

a. Technical merit of the demonstrated solution and the extent to which the prototype proposal represents an innovative and achievable technical solution that provides significant improvements over current capabilities will be considered.

b. Realism and/or adequacy of the proposal performance schedule.

Technical merit and schedule are anticipated to be the primary and most important factors and are equally important.

The final cost/price proposal must be determined to be fair and reasonable and affordable for a vendor's proposal to be considered eligible for award.

Note: Before selection for any potential award, the Government will review and evaluate the vendor's OCI submission considering any potential OCI issues, if one was required to be submitted based on assessed potential for OCIs in accordance with CFS Sections 3.2 and/or 3.3, and 10.6. To be eligible for any potential award, the vendor's submitted mitigation plan (if required) must be approved by the Agreements Officer.

If a vendor does not submit an OCI Identification and Mitigation Plan that was required in accordance with CFS Sections 3.2 and/or 3.3, and 10.6, then that vendor may not be considered eligible and may not be selected for any potential award.

If the Government believes that a vendor's OCI(s) cannot be adequately mitigated or avoided, the vendor may not be selected for any potential award, and the Agreements Officer may notify the vendor and allow the vendor a reasonable opportunity to respond if timelines permit.

SECTION 5 – AWARDS

5.1 General Guidelines

Upon favorable review and receipt of available funds, the Government may choose to make award(s), Awards made as a result of this CFS will be made using prototype project Other Transaction agreements. The Agreements Officer will negotiate directly with the vendor on the terms and conditions of the OT agreement, including payments, and will execute the OT agreement on behalf of the Government. Only an Agreements Officer has the authority to enter into or modify a binding agreement on behalf of the Government.

Companies must register in the System for Award Management (SAM.gov) and have a Unique Entity Identification (UEI) to receive an award. Companies must commence SAM registration upon receipt of an RPP and must maintain registration in SAM throughout Phase 2 of the CFS process, throughout the

period of performance of the prototype project and during any subsequent follow-on production transaction or contract.

Companies must also register in the prescribed Government invoicing system (e.g. Procurement Integrated Enterprise Environment (PIEE), Wide Area Work Flow (WAWF), etc.). The Agreements Officer can assist those Companies from whom a full proposal is requested.

The Company must be determined to be responsible by the Agreements Officer and must not be suspended or debarred from award by the Federal Government nor be prohibited by Presidential Executive Order and/or law from receiving an award.

Receipt of a RPP does not guarantee that a Company will receive an award. The Government reserves the right, at any point prior to award of an OT agreement, to cancel the RPP or to forgo award to any vendor at the Government's sole discretion.

5.2 Comptroller General Access to Information

In projects that provide for payments in a total amount exceeding $5,000,000, the Agreement will include a mandatory clause that provides the Comptroller General with the ability to examine the records of any party to the agreement or any entity that participates in the performance of the agreement as required by 10 U.S.C. § 4022.

5.3 Procurement Integrity Act (PIA)

As required by 10 U.S.C. § 4022(h), all OT agreements awarded under this CFS shall be treated as Federal Agency procurements for purpose of 41 U.S.C. Chapter 21. Accordingly, the CFS competitive solicitation process and awards made thereof must adhere to the ethical standards required by the PIA.

SECTION 6 – ITERATIVE PROTOTYPING

6.1 Iterative Prototyping Process

Any prototype OT(s) awarded against this CFS will allow for an iterative prototyping process.

An iterative prototyping process will allow the Government to modify, by mutual agreement, the work in a prototype project to allow the adaptation and modification of the technology being prototyped to meet additional unique and discrete purposes/mission sets or new technologies or processes discovered during the prototype process. These additional unique and discrete purposes/mission sets can be generated by the original Government customer or originate with other organizations within the Federal Government.

6.2 Future Requests for White Papers and Vendor On-ramps

In recognition of the rapid rate of technology innovation among Industry, the Government may periodically issue follow-on requests for white papers to assess the need for additional JCTMI OT awards at both the prime and component level to keep pace with industry's advancements. The Government may update the procedures and evaluation criteria as required. New requests for white papers will be posted to SAM.gov. Vendors who may be able to provide future support for subtasks/subsystems/subcomponents or extensibility/integration with new modules or devices associated with JCTMI should continue to monitor SAM.gov for future opportunities to support the JCTMI solution.

SECTION 7 – FOLLOW-ON PRODUCTION

Upon successful completion of a prototype project under the OT, the Government and Company may negotiate follow-on production contract(s) or agreement(s) without further competition. Any concept, technology, or solution successfully proven through a Prototype OT can be transitioned to production.

Prototype OTs awarded as a result of this CFS will include language providing for the potential award of follow-on production contract(s) or agreement(s) as authorized under 10 U.S.C. § 4022(f).

Individual Prototype OTs will explicitly identify follow-on production contract(s) or agreement(s) as a potential outcome of a successful prototyping effort.

SECTION 8 - SUCCESSFUL COMPLETION

A transaction for a prototype project is deemed successfully completed upon the written determination of the appropriate approving official (program manager and Agreement Officer) for the matter in question that efforts conducted under a Prototype OT: (1) met the key technical goals of a project; (2) satisfied success metrics incorporated into the Prototype OT; or (3) accomplished a particularly favorable or unexpected result that justifies the transition to production. Furthermore, successful completion can occur prior to the conclusion of a prototype project to allow the Government to transition any aspect of the prototype project determined to provide utility into production while other aspects of the prototype project have yet to be completed. Any Prototype OT shall contain a provision that sets forth the conditions under which that prototype agreement must be successfully completed.

SECTION 9 – RESERVED.

SECTION 10 - ADDITIONAL INFORMATION

10.1 Security Clearances

If awarded an OT under the procedures of this CFS, the vendor will be responsible for providing personnel with appropriate security clearances (if required) to ensure compliance with Government security regulations. The vendor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the vendor employee's eligibility for any required clearance. The vendor's proposed solution (e.g., data, integration with supporting DoW Infrastructure, architecture) will determine the personnel security clearance and/or facility clearance requirements for the prototype effort. The Government will provide additional details regarding the personnel security clearance and/or facility clearance requirements in the provided requirements documents and/or RPP.

10.2 Data Storage

To protect against seizure and improper use by non-United States (U.S.) persons and government entities, all data stored and processed by/for the DoW must reside in a facility under the exclusive legal jurisdiction of the U.S. This may include DoW bases on foreign soil depending upon Status of Forces Agreements (SOFAs). If awarded an OT under the procedures of this CFS, the vendor will be required to maintain all government data that is not physically located on DoW premises within the 50 States, the District of Columbia, and outlying areas of the U.S., unless otherwise authorized by the responsible Government, as described in DoW Instruction (DoWI) 8510.01, Risk Management Framework for DoW Systems, and the DoW Cloud Computing Security Requirements Guide.

During the performance of an OT, if Government data is co-located with the non-Government data, the vendor will be required to isolate the Government data into an environment where it may be reviewed,

scanned, or forensically evaluated in a secure space with access limited to authorized Government personnel identified by the Agreements Officer, and without the Company's involvement. The vendor will be required to record all physical access to the cloud storage facilities and all logical access to the Government data. This may include the entrant's name, role, purpose, account identification, entry and exit time. The vendor will be required to provide such records to the Agreements Officer or designee in accordance with the agreement or upon request to comply with federal authorities. Additionally, the mission owner and/or contracting officer must review Cloud Service Provider (CSP) terms and conditions to ensure data stored and processed in U.S. datacenters does not fall under the legal jurisdiction of another country.

10.3. Data ownership

In accordance with DoW Cloud Computing SRG v1R4 or latest version: All DoW information/data placed or created by DoW users in a CSP's Cloud Service Offering (CSO) is owned by the DoW, the mission owner, and/or the information owner. The CSP has no rights to the DoW's information/data. DoW information/data includes logs and monitoring data created within and by a mission owner's system/application implemented in IaaS/PaaS CSOs, as well as logs created for and provided to the mission owner related to their usage and management of the CSO. DoW also maintains ownership of all information/data created by the CSP/CSO for DoW if such activities are part of the contract."

10.4. Company Incurred Evaluation Costs

The Government will not reimburse interested vendors for any costs incurred while participating in Phases 1 and 2 of the CFS process. Additionally, the Government will not consider the costs associated with participating in Phases 1 and 2 of this CFS as allowable charges and such costs should not be included within the ROM or any pricing information.

10.5. Export Controls (if applicable)

Research findings and technology developments arising from a resulting prototype OT may constitute a significant enhancement to the national defense and to the economic vitality of the United States. As such, in the conduct of all work related to this effort, the recipient will be required to comply strictly with the Arms Export Control Act, 22 U.S.C. § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq.; the Export Administration Act, 50 U.S.C. app. § 2401-2420; the National Industrial Security Program Operating Manual, 32 CFR § 117; and the Department of Commerce Export Regulation, 15 CFR § 730-774.

10.6 Associate Agreements

Associate Contractor Agreements (ACA) or other similar agreements may be a necessary augmentation to individual agreements to accomplish joint participation in the success of the Government's requirements. The intent of the ACAs should be to share information between contractors, data and/or technical expertise to ensure cooperation and success to the greatest degree to meet the terms of an agreement. Contractors will not be relieved of any agreement terms and conditions as a result of a disagreement under an ACA, nor is the Government liable for improper disclosure of any proprietary data as a result of an ACA or similar agreements. The Government reserves the right to specify subcontracts, service

providers and/or license agreements in requirements.

10.7 Organizational Conflicts of Interest (OCI)

An organizational conflict of interest means that because of other activities or relationships with other persons, a person/company/vendor is unable or potentially unable to render impartial assistance or advice to the Government, or the person's/company's/vendor's objectivity in performing the contract work is or might be otherwise impaired or has an unfair competitive advantage. The Government seeks to acquire unbiased advice and/or goods and services from offerors/contractors/vendors that are free from, or have mitigated, Organizational Conflicts of Interest, relating to Agreements under this CFS.

To prevent an OCI issue relating to mission requirements, contractor's performing on this prototype project agree that the Contractor's future procurement with the Government may be restricted if the Offeror/contractor/vendor and the Government are unable to avoid, neutralize, or mitigate actual or potential OCI before an OT agreement award.

The Government will not automatically exclude an offeror due to an actual or potential OCI. Agreements Officers are committed to working with potential contractors to eliminate or mitigate actual and potential OCI situations, without detriment to the integrity of the competitive process, mission, or the legitimate business interests of the community.

If the Offeror or contractor is aware, or should have been aware, of an OCI before award of an agreement and does not fully disclose that conflict to the Agreements Officer, the Government may terminate the Contractor for default or may not consider the contractor for further participation in any Phase of the CFS process.

If the Offeror or contractor is aware, or should reasonably be aware, of any actual or potential OCI issue before white paper submission, the offeror shall submit an OCI Identification and Mitigation Plan as an additional Annex with the offeror's white paper submission. This OCI Annex (if applicable) shall be submitted in the vendor's general format, shall be specific to the JCTMI OCI details identified by the vendor, shall not be used to supplement or circumvent page limitations applicable to other sections of the white paper response, and shall otherwise follow the formatting guidelines contained in Section 3.2 of the CFS.

The Offeror or contractor, by submitting an offer and/or signing the agreement without an accompanying OCI Identification and Mitigation Plan, warrants that it is not now aware of any actual or potential OCI relating to any agreement awarded under this prototype project.

If any interested party is aware of a legitimate OCI issue prior to award, the interested party is requested to contact the Government points of contact identified in Section 12 below to provide pertinent details to allow for Government inquiry as appropriate.

The Contractor shall have an ongoing obligation to make "a prompt and full disclosure" to the cognizant Agreements Officer any OCI that arises during the performance of the Agreement. OCIs that arise before award shall be disclosed to the Army Contracting Command (ACC) POCs listed in Section 12 below.

SECTION 11 – JCTMI DOCUMENT PACKAGE.

The majority of the JCTMI document package will be included as attachments to the SAM.gov announcement.

However, the JCTMI draft Statement of Work (SOW) contains Controlled Unclassified Information (CUI) technical information and will be sent to vendors upon request via DoW SAFE.

Vendors shall send an email request with the subject line "Request for JCTMI CUI Documents" to the administrative points of contacts listed below:

- Ms. Dolores F. Sisk, dolores.f.sisk.civ@army.mil, and
- Ms. Emily Madden, Emily.a.madden2.civ@army.mil
- Ms. Lucinda Stocks, Lucinda.m.stocks.civ@army.mil

The email must include a completed JCTMI CUI Document Request Form and the vendor's CAGE code.

The JCTMI draft SOW will not be made available after the Request for White Papers deadline has passed. See the CFS announcement on SAM.gov for the latest white paper due date and time.

SECTION 12 – GOVERNMENT POINTS OF CONTACT

Questions regarding this opportunity should be sent via email to the following POCs by the dates specified in the SAM.gov announcement associated with this CFS:

- Mr. Joel M. Taylor, joel.m.taylor11.civ@army.mil, and
- Mr. Alexander S. Obriwin, alexander.s.obriwin.civ@army.mil.