Commercial Solutions Opening (CSO) - USTRANSCOM Information Technology (IT) Enterprise Modernization (ITEM) Solutions

1. INTRODUCTION AND BACKGROUND

1.1 The United States Transportation Command (USTRANSCOM) is issuing this CSO in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 212.70, Defense Commercial Solutions Opening. USTRANSCOM conducts global integrated mobility operations and relies on robust IT systems and technologies that meet stringent DoD security standards.

2. PURPOSE

2.1 This CSO, in accordance with DFARS 206.102-70(a), is a competitive solicitation focused on innovative information technologies and services to meet the mission of the USTRANSCOM Enterprise. The Government seeks to obtain innovative solutions or potential new capabilities to fulfill requirements, close capability gaps, or provide potential technological advancements. The Government's areas of interest (AoIs) will appear in individual CSO Calls.

3. CSO APPROACH

3.1 This CSO seeks an innovative approach to meet various USTRANSCOM IT needs. The Government encourages proposals that span a wide spectrum of possible technical and business solutions in response to the specific AoIs. Each AoI will identify USTRANSCOM's interest for an individual IT program requirement or solution, or a broadly defined interest covering the full range of IT program requirements or solutions. All submissions in response to any AoI will be governed by this CSO unless otherwise noted in the individual AoI or in the individual CSO Call.

3.2 The Government anticipates awarding firm fixed-price type contracts. The Government reserves the right to award both Federal Acquisition Regulation (FAR)-Based contracts and/or Other Transactions (OTs) for prototype projects under 10 U.S.C. § 4022, with potential follow-on production contracts or agreements.

3.2.1 FAR-Based Contracts: Upon favorable evaluation and subject to the availability of funds, the Government may choose to award a contract under the FAR and, where applicable, the DFARS. The Contracting Officer will negotiate directly with the Offeror on the terms and conditions of the contract, including pricing, delivery, and payment terms, and will execute the contract on behalf of the Government. Contracts awarded under this process will comply with all applicable FAR and DFARS requirements, including those related to competition, pricing, and contract administration. Any resultant contract will include terms and conditions appropriate to the scope and objectives of the acquisition.

3.2.2 OTs for Prototype and Production: Upon favorable review and subject to the availability of funds, the Government may choose to award an OT for Prototype and Production as deemed appropriate for the transaction. The Agreements Officer will negotiate directly with the Offeror

on the terms and conditions of the OT, including payments, and will execute the OT on behalf of the Government. Upon successful completion of a prototype project under an OT for Prototype agreement, the Government and Offeror may negotiate a follow-on production contract or agreement without further competition as authorized under 10 U.S.C. § 4022(f). Any concept/technology/solution successfully proven through an OT for Prototype can be transitioned to production. Any resultant OT for Prototype awarded under this CSO will include language providing for the potential award of a follow-on production contract or agreement.

3.4 Awards will be based on a multi-phase evaluation process detailed in Section 5. The Government reserves the right to fund all, some, one, or none of the proposals, including partial or incremental funding.

4. GENERAL INFORMATION

4.1 *POINT OF CONTACT*: The Contracting Officer, Ms. Meggan DeBrobander, and the Contract Specialist, Mr. Jonathan Severin, are the sole points of contact for the overarching USTRANSCOM ITEM Solutions CSO. However, other Contracting Officers and Contract Specialists may be identified as POCs for individual CSO Calls.

4.1.1 CSO General Questions: General CSO Questions may be sent via email to the USTRANSCOM Contracting Team at transcom.scott.tcaq.mbx.tcaq-ds@mail.mil. The Government anticipates a large amount of interest in this CSO, and to maintain a written record of questions, this is the only email address that will be used for general question communication. Material questions and answers will be published and updated on SAM.gov.

4.2 *CLASSIFIED INFORMATION:* All Phase I submissions shall be unclassified. However, offerors must possess the necessary clearances and facilities to handle classified information up to the SECRET level. Specific classification requirements will be addressed in subsequent contracting actions.

Offerors must possess all required personnel security clearances, facility clearances, and other infrastructure requirements necessary to perform any proposed classified work in accordance with the draft Contract Security Classification Specification (DD Form 254) without reliance on Government resources. As a wide variety of responses, as well as potential awards of diverse scopes and associated classified classification levels under this CSO are possible, the Government will provide award-specific security details for individual award actions as required. A draft DD Form 254 will be provided with a Phase III request for proposal, as necessary.

5. SUBMISSION INFORMATION

5.1 *SUBMISSION OVERVIEW:* The USTRANSCOM ITEM CSO will remain open indefinitely on SAM.gov with updates as needed. The Government may post CSO Calls at any time to incorporate AoIs. Interested companies are encouraged to frequently check SAM.gov for new AoI postings.

5.1.1 The Government will not reimburse companies for the costs associated with submissions for any phase.

5.1.2 Submissions for all phases shall be sent to the Contracting Team's POCs listed in the individual CSO Call. To ensure submissions have been received by the Government, Offerors shall send a separate email (not containing attachments) to the Contracting Team's POCs listed in the individual CSO Call immediately after emailing a submission to confirm receipt. Hardcopies for any phase will not be accepted.

5.1.3 Offerors shall appropriately mark each page of the Phase I, Phase II, and Phase III submissions that contain proprietary information.

5.2 *TWO OR THREE PHASED SUBMISSION PROCESS:* This CSO may be conducted in two or three phases as follows:

5.2.1 Phase I - PowerPoint and White Paper: Phase I solutions will be requested by individual CSO Call and will be evaluated for each AoI. Interested Offerors must submit a PowerPoint briefing and White Paper in accordance with the instructions provided in Attachments 1 and 2. The instructions may request multiple White Papers depending on the complexity and stage of the individual AoI. Acceptance dates for the Phase I PowerPoint and White Paper will be specified in the respective CSO Calls. Due to the broad requirements and financial scope of this CSO, Offerors must ensure that submissions are succinct yet descriptive.

5.2.2 Phase II - Pitch Session (optional): Phase II submissions will only be requested from Offerors who are invited by the AoI Contracting Team to a pitch session after reviewing Phase I submissions. Instructions for format and content are located in Attachment 3. **Please note: The Government reserves the right to forgo Phase II and go directly to Phase III.**

5.2.3 Phases I & II Review, Evaluation, and Selection Process: Each Phase I and II submission will be evaluated by the Government in accordance with the process outlined in Attachment 5.

5.2.4 Notification of Selection: If a Phase I solution is selected and funding is available, the Government will contact Offerors via email either with an invitation for a Phase II Pitch Session or a Phase III Request for Proposal with a specific submission date. If a Phase I solution is selected and there is insufficient funding, the Government may request that the solution be maintained in the electronic library for consideration and subsequent funding availability up to one year after submission. A request for a Phase II or Phase III submission does not guarantee the Offeror will receive an award. If a solution is not selected in Phase I or Phase II, the Offeror will be notified generally within 45 days of submission.

The Government reserves the right to select none of the submissions.

5.2.5 Phase III - Technical, SOW, and Price Proposal: Phase III proposals will only be requested from Offerors who, upon review of Phase I and Phase II (if applicable) submission, have

received a request from the Contracting Officer to submit a full proposal (Technical, Price, and Statement of Work (SOW)).

5.2.5.1 Proposal Submission: Upon request for a proposal from the Contracting Officer, Offerors will have a designated period of time (e.g., 15-30 calendar days) to prepare and submit a proposal in accordance with the format and instructions in Attachment 4. Actual due dates for proposals will be included in the Request for Proposal from the Contracting Officer.

5.2.5.2 Phase III Proposal Review, Evaluation, and Selection Process: Each proposal will be evaluated by the Government and the proposal must stand on its own technical merit. Offerors may be ineligible for award if all requirements of the CSO and individual Request for Proposal are not met. Proposals will be evaluated in accordance with the criteria and selection process specified in Attachment 5. Proposals need not be evaluated against each other since they are not submitted in response to a common Performance Work Statement (PWS) or SOW. The Government reserves the right to negotiate proposal scope of work, price, and other terms and conditions as may be required.

5.2.5.3 Selection for Award: Award(s) will be made once a proposal is accepted based on the evaluation criteria in Attachment 5.

The Government reserves the right to award none of the submissions.

6. ADDITIONAL INFORMATION

6.1 *DATA RIGHTS:* It is the Government's intention to acquire only Technical Data, Computer Software, and Computer Software Documentation data rights necessary to satisfy agency needs. The data rights will be negotiated at the contract or agreement level.

6.2 *FOREIGN PARTICIPATION:* Foreign firms are advised they are not allowed to participate in this CSO.

6.3 *NON-GOVERNMENT ADVISORS:* To review submissions resultant from any phase, PROPRIETARY information may be given to Federally Funded Research and Development Centers (FFRDC), Advisory and Assistance Services (A&AS) or other support contractors working for the Government. The non-Government advisors have signed a non-disclosure agreement with the Government.

6.4 *DEBRIEFINGS:* In the event a FAR-based contract is awarded as the result of this CSO, the Government will conduct written, post-award debriefings upon request in accordance with FAR 52.212-1(l) and will only address the evaluation factors contained herein. It will not include a comparison of submissions against a common PWS or SOW as the CSO provides no common PWS or SOW, and instead, represents an opportunity for submission of a variety of innovative commercial items, technologies, and/or services that represent meaningful submissions of diverse scope and price.

6.5 *GOVERNMENT FURNISHED PROPERTY (GFP) AVAILABILITY:* GFP is not anticipated to be made available under any resulting contract or agreement, but a determination regarding GFP will be made for each award. In the event a FAR-based contract is awarded as the result of this CSO, in accordance with FAR 45.201(b), the contractor is responsible for all costs related to making the property available for use, such as payment of all transportation, installation, or rehabilitation costs.

6.6 *BASE SUPPORT/NETWORK ACCESS:* Base support will be determined for each award for testing, validation, and demonstration.

6.7 *SAM REGISTRATION:* Successful companies not already registered in SAM will be required to register in SAM prior to contract award. Information regarding SAM registration is available at https://sam.gov. To remain registered in SAM after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration and through subsequent updates, as needed, its information in the SAM database to ensure it is current, accurate, and complete.

The Contractor is responsible, for the duration of contract performance and through final payment, for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data provided in the SAM database. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database.

6.8 *SECURITY OF USTRANSCOM INFORMATION SYSTEMS*: If the resultant contract involves physical or electronic access to or use of USTRANSCOM information systems, the contract shall ensure compliance with applicable DFARS 252.204-7012 reporting requirements for unclassified systems and 32 CFR Part 117, *National Industrial Security Program Operating Manual (NISPOM),* for classified systems.

6.9 *INCIDENT REPORTING:* In addition to the DFARS 252.204-7012 reporting requirements for unclassified systems and 32 CFR Part 117, *NISPOM,* for classified systems, reportable cyber-incidents include, but are not limited to, the following:

a. Cyber-incidents as defined in Table 1.
b. Notifications by a federal, state, or local law enforcement agency or cyber-center (i.e., National Cyber Investigative Joint Task Force (NCIJTF), National Cybersecurity & Communications Integration Center (NCCIC)) of being a victim of a successful or unsuccessful cyber-event, anomaly, incident, insider threat, breach, intrusion, or exfiltration.

Incident Category	Description
Root Level Intrusion	Unauthorized privileged access to an IS. Privileged access, often referred to as administrative or root access, provides unrestricted access to the IS. This category includes unauthorized access to information or unauthorized access to account credentials that could be used to perform administrative functions (e.g., domain administrator). If the IS is compromised with malicious code that provides remote interactive control, it will be reported in this category.
User Level Intrusion	Unauthorized non-privileged access to an IS. Non-privileged access, often referred to as user level access, provides restricted access to the IS based on the privileges granted to the user. This includes unauthorized access to information or unauthorized access to account credentials that could be used to perform user functions such as accessing Web applications, Web portals, or other similar information resources. If the IS is compromised with malicious code that provides remote interactive control, it will be reported in this category.
Denial of Service	Denial of Service (Incident)—Activity that denies, degrades, or disrupts normal functionality of an IS or DoD information network.
Malicious Logic	Installation of software designed and/or deployed by adversaries with malicious intentions for the purpose of gaining access to resources or information without the consent or knowledge of the user. This only includes malicious code that does not provide remote interactive control of the compromised IS. Malicious code that has allowed interactive access should be categorized as Root or User Level Intrusion incidents. Interactive active access may include automated tools that establish an open channel of communications to and/or from an IS.
Ransomware	Malware designed to encrypt files on a device, rendering any files and the systems that rely on them unusable. Malicious actors then demand ransom in exchange for decryption. Ransomware actors often target and threaten to sell or leak exfiltrated data or authentication information if the ransom is not paid. Ransomware is a reportable incident that may be associated with multiple incident categories depending on the attack vector and execution.

c. If the cyber-incident affects a classified system, vulnerabilities associated with the incident will be classified per the current version of USTRANSCOM Instruction 31-02, Security Classification Guide.

d. In addition to providing the notification required by DFARS 252.204-7012, the contractor is required to notify USTRANSCOM as soon as practical, but no later than 72 hours after discovering a reportable cyber-incident. The reporting timeline begins when the incident is discovered or reported to the company, its employees, contractors, or cybersecurity firm responsible for providing cybersecurity and response for the company. The

contractor shall contact the USTRANSCOM Cyber Operations Center (CyOC) via phone at 618-817-4222. If the contractor does not immediately reach the CyOC via phone, the contractor shall send an email notification to transcom.scott.tcj6.mbx.cyoc-dodin-operations@mail.mil

6.10 *RISK OF LOSS:* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

a. Delivery of the supplies to a carrier, if transportation is F.O.B. origin; or
b. Delivery of the supplies to the Government at the destination specified in the contract, if transportation is F.O.B. destination.

6.11 *TAXES:* The contract price includes all applicable Federal, State, and local taxes and duties.

6.12 *TITLE:* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance of the deliverables, regardless of when or where the Government takes physical possession.

6.13 *WARRANTY:* The Contractor warrants and implies that the item(s) delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. The Contractor warrants that the items will, at the time of delivery, conform in all material respects to the contract specifications.

6.14 *LIMITATION OF LIABILITY*: Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. The Contractor shall provide proof of insurance and name the Government as the additional insured.

6.15 *OTHER COMPLIANCES*: The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

6.16 *ORDER OF PRECEDENCE:* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

a. The schedule of supplies/services.
b. The Assignments, Disputes, Payments, Invoice, Other Compliances, Unauthorized Obligations, and Commercial Supplier Agreements – Unenforceable Clauses sections of this contract.
c. Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements - Unenforceable Clauses section of this contract.
d. Solicitation provisions if this is a solicitation.
e. Other documents, exhibits, and attachments.

f. The specification.

6.17 *UNAUTHORIZED OBLIGATIONS:* Except as stated in Section 6.18, when any supply or service acquired under this contract is subject to any commercial supplier agreement that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

a. Any such language, provision, or clause is unenforceable against the Government.
b. Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
c. Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

6.18 *COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES:* When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

a. Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:
    1. Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument.
    2. End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
    3. Law and disputes. This agreement is governed by Federal law.
        i. Any language purporting to be subject to the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
        ii. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
        iii. Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

4. Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under applicable Federal statute while continuing performance as set forth below in this section.
5. Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute.
6. Updating terms.
    i. After award, the contractor shall contact the Contracting Officer to notify if a revision to the commercial supplier agreement terms is needed, both material and non-material changes.
    ii. For revisions that will materially change the terms of the contract, the revised commercial supplier agreement shall be incorporated into the contract using a bilateral modification.
    iii. Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
7. No automatic renewals. All licenses or services tied to periodic payments provided under this agreement (e.g., annual software maintenance or annual lease term) shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative approval.
8. Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
9. Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
    i. Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice shall comply with the proper invoicing requirements specified in the underlying Government contract or order.
    ii. This charge, if disputed by the ordering activity, will be resolved through the Disputes section of this contract.
    iii. Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

10. Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, shall be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
11. Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval.
12. Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

b. If any language, provision, or clause of this agreement conflicts or is inconsistent with Section 7.13, the language and provisions of paragraph Section 7.13 shall prevail to the extent of such inconsistency.

6.19 *INCORPORATION BY REFERENCE*: Any Contractor representations and certifications completed electronically via SAM are incorporated by reference into the contract.

6.20 *CHANGES:* Changes in the terms and conditions of this contract may be made only by written agreement of the parties through a bilateral contract modification.

6.21 *TERMINATION FOR THE GOVERNMENT'S CONVENIENCE*: The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately direct all of its suppliers and subcontractors to cease work.

a. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination.
b. This section does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

6.22 *TERMINATION FOR CAUSE:*

a. The Government may terminate this contract, or any part hereof, for cause in the event of any default, of not adhering to the terms and conditions of the contract, by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance.
b. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

6.23 *CLASSIFIED INFORMATION:* If the contract involves classified information, the Contractor shall comply with the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M) and any revisions to that manual, notice of which has been furnished to the Contractor.

6.24 *DISPUTES:*

a. This contract is subject to 41 U.S.C chapter 71, Contract Disputes.
b. Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this section.
c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
    1. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
        i. The Contractor shall provide the certification specified in paragraph (c)(1)(iii) of this disputes clause when submitting any claim exceeding $100,000.
        ii. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
        iii. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects

the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

2. The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

d. For Contractor claims of $100,000 or less, the Contracting Officer shall, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer shall, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
e. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.
f. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
g. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
h. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

6.24 *DEFINITIONS:* Although the CSO is not governed by the FAR, when a solicitation provision or contract clause uses a word or term that is defined in the FAR, the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

a. The solicitation, or amended solicitation, provides a different definition; or
b. The contracting parties agree to a different definition.

ATTACHMENT 1: PHASE I – DOCUMENTATION SUBMISSION REQUIREMENTS

PowerPoint Briefing Template

Each Offeror shall provide an innovative solution to the individual AoI in the individual CSO Call. The following Quad Chart must be included as the first content slide in the Phase I PowerPoint briefing submission. Quad Charts shall not exceed one page in landscape view and must follow the formatting guidelines on the slide template below. All fonts must be Times New Roman ≥12pt. All PowerPoint briefings shall be limited to no more than five slides, not including a title slide and the Quad Chart, with file size not greater than 10 MB. PowerPoint briefing submissions shall be provided in .pptx format. The PowerPoint briefings should provide visuals and further elaborate on the information provided on the Quad Chart. Graphics Interchange Format (GIFs), videos/movies, or clips are permitted. Phase I submissions will not be evaluated beyond page length limitations.

Company Name – Project Title

Objective: Clear, concise (1-2 Sentences) description of the goal of the effort. Which AoI is this addressing? (≥12pt font)

Description of Effort: Brief description of the solution or capability's technology, process, or method. Must describe how this capability is innovative (≥12pt font)

Solution Approach: e.g., Modify existing, new build, or other (≥12pt font)

State of Solution: Description of the current state of the solution or technology proposed (e.g., technology maturation or technology readiness level) (≥12pt font)

Benefits: Brief statement that identifies the advantages of the proposed solution in relation to the AoI it is addressing (≥12pt font)

Challenges:
- Bulleted list of technical or timeline challenges (≥12pt font)

Major Milestones to Capability Delivery (Based on FY)
- Bulleted list must include major milestones and anticipated delivery dates of functioning capability (≥12pt font)

Rough Order Magnitude: Insert dollars/Government Fiscal Year (FY)

Year 1	Year 2	Year 3	Year 4	Year 5	Total
$	$	$	$	$	$

White Paper Format

1. The White Paper narrative expands on the PowerPoint and must be 8.5 x 11 inches with one-inch margins, no longer than five pages, single-spaced, with text in Times New Roman, and no smaller than 12-point font. Each Offeror shall describe their plans to provide an innovative solution to the individual AoI in the individual CSO Call.

2. The White Paper shall contain a cover sheet containing the following information. The cover sheet will not count against the page limitation.

(a) CSO Call number, AoI number, and AoI name

(b) Project Title

(c) Full company name and address

(d) CAGE code

(e) Unique Entity ID number

(f) Business Size Classification (large, small, or other)

(g) Non-Traditional Contractor Self-certification Statement

3. White Papers must be submitted electronically as a PDF not exceeding a file size of 10 MB. Pages in excess of the page limitation will not be read or evaluated.

4. The White Paper should provide sufficient information on the technical approach being submitted to allow for an assessment by a technical expert. Expand as deemed necessary on the following sections of the PowerPoint: Objective; Description of the Effort; Benefits (of the Proposed Approach); Challenges; Solution Approach; State of Solution; Major Milestones to Capability Delivery; and Rough Order of Magnitude (ROM). Do not include corporate or personnel qualifications, past experience, or any supplemental information not requested in the PowerPoint, unless specifically requested in the CSO Call.

ATTACHMENT 2: PHASE II – PITCH SESSION FORMAT

1. During this phase, Offerors are invited to pitch and further discuss the proposed concept/technology/solution virtually. The Government will provide the Offeror with 45 minutes for the Offeror's pitch and additional time if needed by the Government for follow-up questions/discussion.

2. Offerors shall provide a virtual pitch to demonstrate and provide further details on the technical and business viability of the concept/technology/solution. In addition to the pitch, the Government, at its discretion, may request an additional written submission to further supplement the information provided in the Phase I solution brief.

3. During the pitch session, the Offeror must detail/address:

(a) Estimated Price/Schedule: Provide a ROM price estimate and notional schedule.

(b) Data Rights Assertions: The solution brief will identify any Intellectual Property (IP) involved in the effort and associated restrictions on the Government's use of that IP. Data rights will be negotiated at the contract or agreement level.

***Note: The Government reserves the right to forgo Phase II and go directly to Phase III.**

ATTACHMENT 3: PHASE III – TECHNICAL, SOW, AND PRICE PROPOSAL

The Phase III proposal submission shall conform to the following:

1. Cover Sheet: The following information shall be contained in a cover sheet submitted with the proposal:

(a) CSO Call number, AoI number, and AoI name

(b) Full company name and address

(c) CAGE code

(d) Unique Entity ID number

(e) Business Size Classification (large, small, or other)

(f) Offeror's socioeconomic status

(g) Non-Traditional Contractor Self-certification Statement

(h) Point of contact, name, title, phone number, and email address

2. Technical Approach: The following describes the technical approach requirements:

(a) The Technical Approach shall describe the background and objectives of the proposed work, the approach, deliverables, the resources needed to execute, and additional details of data rights assertions. Include the nature and extent of the capability and how it addresses the AoI, the innovative aspect of the solution, the intended results, and address possible integration or testing needs. Include ancillary and operational considerations such as certifications, algorithms, and any engineering/software development methodologies to be used. Provide a graphic display of major program milestones. Measurable milestones should capture key activity points and should be clearly articulated and defined in time relative to the start of the effort. You may refer to previously submitted information from Phase I and II, but do not duplicate it.

(b) Government Support Required: Identify the type of support, if any, the Offeror requests of the Government in general, such as facilities, equipment, data, and information or materials.

(c) The Government reserves the right to ask for additional technical information in the Phase III Request for Proposal.

(d) Due to the varying AoIs and potential solutions, Technical Proposal page limitations and formatting will be identified in the Phase III Request for Proposal.

3. Statement of Work (SOW): The following describes the SOW requirements:

(a) The SOW must be a separate and distinct document suitable for incorporation into the contract or agreement. Pages should be numbered, and the initial page should have a date

(document date) shown under the title. DO NOT INCLUDE ANY PROPRIETARY INFORMATION IN THE SOW.

(b) The proposed SOW must accurately describe the work to be performed. The SOW must also contain a summary description of the technical methodology as well as the task descriptions, but not in so much detail as to make the SOW inflexible. The SOW should include the following sections:

1. *OBJECTIVE:* This section is intended to give a brief overview of the project and should describe why the work is being pursued and what the Offeror intends to accomplish.

2. *SCOPE:* This section includes a statement of what the SOW covers. This should describe the AoI to be investigated, goals, and milestones for the effort. Provide a graphic display of major program milestones.

3. *BACKGROUND:* The Offeror must identify appropriate documents that are applicable to the effort to be performed. This section includes any information, explanations, or constraints that are necessary to understand the project tasks and requirements. This section should describe the effort's relationship to previous and ongoing efforts, if applicable.

4. *TASKS AND TECHNICAL REQUIREMENTS:* This section contains a detailed description of tasks that are necessary to perform the proposed work. These tasks will represent the work to be performed in any potential contract or agreement award, and, thus, shall be considered contractually binding. This section should be developed in an orderly progression and presented in sufficient detail to establish the feasibility of accomplishing the overall program goals. Note: The Government reserves the right to modify and negotiate the language in the SOW prior to any potential contract or agreement award.

4.1. Task descriptions must be definite, realistic, and clearly stated. Use the phrase "the contractor shall" whenever the work statement expresses a provision that is binding. Use "should" or "may" whenever it is necessary to express a declaration of purpose. Use "will" in cases where no Offeror requirement is involved (e.g., power will be supplied by the Government).

4.2. Do not use acronyms or abbreviations without first defining them. Place abbreviations and acronyms in parentheses following the first usage of the spelled-out phrase.

(c) Due to the varying AoIs and potential solutions, SOW page limitations will be identified in the Phase III Request for Proposal.

4. Price: The following describes the Price requirements:

(a) Price submission must include pricing information sufficiently detailed for meaningful evaluation of the proposal. The Price Proposal does not have a page limit restriction.

(b) Since all proposals are considered commercial items, technologies, or services, the requirements of the Truthful Cost or Pricing Data Act are not applicable. However, if the Contracting Officer determines additional information is necessary to support a determination of a fair and reasonable price, other than certified cost and pricing data may be requested.

(c) The responsibility for providing adequate supporting data and attachments lies solely with the Offeror. Further, the Offeror must also bear the burden of proof in establishing reasonableness of proposed prices; therefore, it is in the Offeror's best interest to submit a fully supportable and well-prepared Price Proposal.

(d) The Offeror shall prepare the Price submission to include an electronic version of the pricing model in a Microsoft (MS) Excel editable format. The electronic pricing model shall include active formulas demonstrating the mathematical calculation of the proposed price.

5. Additional Proposal Submission Content:

(a) Organizational Conflict of Interest (OCI): The Offeror shall perform an OCI analysis and submit the results of that analysis as part of the Offeror's Phase III proposal. Specifically, the Offeror shall analyze the planned acquisition for actual or potential OCI situations associated with the Offeror or any of the Offeror's proposed teammate's or subcontractor's performance under any contract or agreement the Offeror or the Offeror's teammates or subcontractors has been or may be awarded by any federal agency or other entity. The Offeror shall describe in detail the methodology used to identify actual or potential OCI issues. If the Offeror identifies any actual or potential OCIs with respect to the performance of the Offeror or the Offeror's subcontractors or teammates, the contractor shall provide an OCI Mitigation Plan to be incorporated as an attachment to any resulting contract or agreement. Any proposed avoidance or mitigation techniques shall be consistent the most recent decisions of the Government Accountability Office and the U.S. Court of Federal Claims, as well as FAR 9.5 for proposal requests that will result in FAR-based contract actions.

(b) Rights in Technical Data, Computer Software, and Computer Software Documentation: An Offeror may provide with its submissions assertions to restrict, use, release, or disclose data and/or computer software and computer software documentation that will be provided in the course of contract or agreement performance. For proposal requests that will result in FAR-based contract actions, rules governing these assertions are prescribed in DFARS clauses 252.227-7013, -7014, and -7017 and may be accessed at www.acquisition.gov.

(c) Additional proposal submission content may be specified in the Phase III Request for Proposal to comply with FAR and DFARS or OT requirements.

ATTACHMENT 4: EVALUATION AND SELECTION PROCESS

The Phase I, II, and III submissions will be evaluated and selected as follows:

1. **Phase I – PowerPoint and White Paper:** The Government will review the Phase I submissions and select the Offeror(s) that have the greatest potential to meet the needs of the USTRANSCOM Enterprise based upon the AoI outlined in the individual CSO Call, subject to funds availability and overall affordability. A determination will be made if an Offeror is technically qualified and has a comprehensive understanding to provide their innovative solution based on the information stated in the PowerPoint and White Paper(s). The Government will evaluate using the factors below unless otherwise stated in the individual CSO Call:

Criterion 1 - Innovation: The proposed solution's description will be evaluated for how the technology or solution is innovative.

Criterion 2 - Responsiveness and Relevance: The proposed solution will be evaluated for its alignment with the project's requirements and objectives as outlined in the individual CSO Call. This includes assessing how well the white paper addresses the specific needs and priorities of the project.

Criterion 3 - Potential Impact: The proposed solution will be evaluated for its likelihood to achieve the project's objectives and deliver measurable benefits to the USTRANSCOM Enterprise. This criterion focuses on the anticipated outcomes, scalability, and feasibility of the solution in addressing the outlined needs effectively.

Criterion 4 - Prior Experience: The Offeror's Government and non-Government experience with similar efforts will be assessed to determine if the Offeror clearly demonstrates the ability to deliver commercial products and commercial services that meet the proposed technical performance requirements.

2. **Phase II – Pitch Session (if applicable):** If Phase II is utilized, the Government will review the Phase II submissions and select the Offeror(s) that have the greatest potential to meet the needs of the USTRANSCOM Enterprise based upon the AoI outlined in the individual CSO Call, subject to funds availability and overall affordability. Based on the Pitch Session, as well as any additional written submissions requested by the Government, the Government will make a determination if an Offeror is technically qualified and has a comprehensive understanding to provide the innovative solution. The Government will evaluate using the factors below unless otherwise specified in the individual CSO Call:

Criterion 1 - Innovation: The proposed solution's description will be evaluated for how the technology or solution is innovative.

Criterion 2 - Responsiveness and Relevance: The proposed solution will be evaluated for its alignment with the project's requirements and objectives.

Criterion 3 - Potential Impact: The proposed solution will be evaluated for its likelihood that the proposed technology or solution will meet the project's objectives as outlined in the individual CSO Call.

3. **Phase III – Technical, SOW, and Price Proposal:** The Government will review the Phase III proposals and award to the Offeror(s) that have the greatest potential to meet the needs of the USTRANSCOM Enterprise based upon the AoI outlined in the individual CSO Call, subject to funds availability and overall affordability. A determination will be made if an Offeror is technically qualified and has a comprehensive understanding to provide the innovative solution based on the proposal. The Government will evaluate using the factors below unless specified in the individual CSO Call. The evaluation factors are of equal importance.

Criterion 1 - Technical Merit/Applicability. The proposed solution will be evaluated for technical feasibility, the innovation it provides, and its potential to meet the agency's needs.

Criterion 2 - Importance to Agency Programs. The proposed solution will be evaluated for its ability to align with the agency’s mission and priorities, and its ability to address critical technological gaps and enhance the agency’s capabilities.

Criterion 3 - Price Reasonableness. The proposed solution’s price will be evaluated to determine if it’s fair, reasonable, and complete (clearly outlined, transparent, and justified). This evaluation will consider if the proposed price is consistent with commercial market rates, aligns with the agency’s budgetary constraints, and demonstrates a strong return on investment (taking into account its potential impact, benefits, and overall value to the agency).

The method of evaluation will include scientific, technological, or other subject-matter expert peer review process.

Proposals need not be evaluated against each other since they are not submitted in response to a common PWS or SOW. The Government reserves the right to fund all, some, one, or none of the proposals submitted. The Government may elect to fund only part of a submitted proposal and may incrementally fund any or all awards under this CSO.