

# Call for Other Transaction (OT) Solutions

## I. Overview Information

**1.0 Federal Agency Name:** U.S. Army Futures Command (AFC), awarding through U.S. Army Contracting Command- Aberdeen Proving Ground, Research Triangle Park (ACC-APG-RTP) Division.

**1.1 Call for OT Solutions Title: Soldier-Led Software Factory**

**1.2 Call for OT Solutions Funding Number:** W911NF-21-S-0006

**1.3 Call for OT Solutions Prototype Project Summary:** Army Futures Command (AFC) requires the Awardee to collaboratively prototype the Army's first Soldier-led Software Factory. The Factory shall be staffed, built, and operated from zero existing infrastructure or policy precedent, to ultimately transition to Army self-sustaining operation as a fully-soldier/Army civilian-run agile software development unit without reliance on contracted presence. The Factory will train using a wide range of cross-cutting, loosely-scoped problem sets for software development and the Factory must organize, train, and operate in-line with modern commercial technology standards prototyping a reproducible force design and associated processes for widespread implementation in the future operating environment.

**1.4 Type of Contract/Instrument:** The Government anticipates awarding a single Prototype Project Other Transaction (10 USC 2371b) as a result of this Call, but reserves the right to make multiple awards, or no awards. As specified in the DoD "Other Transactions Guide," Prototype OTs (November 2018) provide the Government with access to state-of-the-art technology solutions from traditional and non-traditional defense contractors (NDCs). OTs can help: (a) foster new relationships and practices involving traditional and NDCs, especially those that may not be interested in entering into FAR-based contracts with the Government; (b) broaden the industrial base available to Government; (c) support dual-use projects; (d) leverage commercial industry investment in technology development and partner with industry to ensure DoD requirements are incorporated into future technologies and products; and (f) collaborate in innovative arrangements.

The complete version of the DoD Other Transactions Guide can be found at [https://www.dau.edu/guidebooks/Shared%20Documents/Other%20Transactions%20\(OT\)%20Guide.pdf](https://www.dau.edu/guidebooks/Shared%20Documents/Other%20Transactions%20(OT)%20Guide.pdf).

**1.5 Competitive Mechanism:** This Call for OT Solutions constitutes a competitive mechanism by which to evaluate and select proposals for award. A separate formal Request for Proposals (RFP) or any other type of solicitation will not be issued.

**1.6 Application Process:** The application process consists of a Whitepaper stage (Stage 1) and a by-invitation only Proposal stage (Stage 2). The purpose of a Whitepaper is to minimize the

effort associated with the production of detailed proposals for those Offerors that have little chance of being selected for funding. The Government's decision to invite a Proposal will be based upon the evaluation results of the Whitepaper submission. Only the most highly rated Whitepapers will receive an invitation from the Government to submit a Proposal. An Offeror that does NOT receive an invitation from the Government to submit a Proposal will NOT be eligible to submit a Proposal and will NOT receive feedback on their Whitepaper. If an Offeror has NOT submitted a Whitepaper, the Offeror may NOT submit a Proposal for consideration for funding. Offerors should note that there are deadlines, page limitations and other requirements associated with the submission process, for both the Whitepaper and the Proposal.

**1.7 Estimated Program Funding:** The estimated amount of funding available for the prototype project under this Call is currently unknown. The Government will review and evaluate proposals in accordance with this Call in order to make decisions on awards. Proposals are subject to available funding and a favorable evaluation resulting in award.

**1.8 Whitepaper Submission:** Offerors are responsible for submitting electronic Whitepapers so as to be received by the Government no later than the 4:00PM Raleigh, NC local time on 19 January 2021. Whitepapers shall be emailed to [christopher.d.justice4.civ@mail.mil](mailto:christopher.d.justice4.civ@mail.mil) and must include a subject line of **“WHITEPAPER – W911NF-21-S-0006”** in order for the Whitepaper to be properly received. When sending electronic files, the Offeror shall account for potential delays in file transfer from the originator's computer server to the Government website/computer server. Offerors are encouraged to submit their responses early to avoid potential file transfer delays due to high demand or problems encountered in the course of the submission. Acceptable evidence to establish the time of receipt at the Government site includes documentary and electronic evidence of receipt maintained by the agency. All submissions shall be emailed before the cutoff time/date in order to be considered – NO exceptions. Whitepapers sent by any other means (*e.g.* submitted to other email addresses, hand-carried, postal service mail, commercial carrier or fax) will NOT be considered for evaluation. Offerors will receive an email confirmation from the Government that their Whitepaper has been received within 24 hours of receipt of the Whitepaper submission. Offerors will also receive an email if their Whitepaper was submitted late and thus will not be considered. **Whitepapers submitted in response to this Call are due by 4:00pm Raleigh, NC local time on 19 January 2021.**

**1.9 Proposal Submission:** Proposals in response to this Call will be submitted **BY INVITATION ONLY**. *Additional information concerning submission instructions and the content and evaluation of such Proposals will be specified by the Invitation Letter from the Government.*

**2.0 Prototype Project Intent:** Pursuant to 10 U.S. Code 2371b, the intent of this project is to:

- Prototype the use of agile software development methodologies in conjunction with a modernized software platform to solve Soldier-focused problem sets with software
- Prototype a scalable and adjustable total force design in which soldiers lead the development of software capabilities for Army-related initiatives and programs

- Prototype the use of agile software development and user-centered design easily or readily scaled into enterprise-level architectures, adopting commercial best practices that are typically not used within the U.S. Army
- Enable, train, and mentor soldiers and Department of Army personnel to deliver software capabilities utilizing industry best practices such as test driven development, continuous delivery, and continuous integration. Enablement and training will provide the mechanism for eventual handover of all self-sustaining technical capabilities and proficiencies to the Government

The government anticipates procuring enablement and products necessary to prototype and build the Army's first software factory with the goal of a gradual handover to Government-only presence over a five year period.

### **3.0 Problem Statement**

The Army needs the ability to self-sustain a repeatable and scalable process to dynamically develop software at the edges of the battlefield using only uniformed soldiers and DA civilians. The future operating environment will include contested communications and the Army can no longer singularly rely on industry to provide software solutions given the infeasibility of contractors on the battlefield in a high-intensity conflict with a near-peer adversary. Currently, soldiers have no organic capability to build software, develop agile web or mobile applications, design and deliver cloud and common services, or leverage data science without assistance from contracted support or higher-echelons. Army experimentation and planning demonstrated a current capability gap for soldier "coding at the edge." This capability must be developed at the lowest levels to meet warfighter needs in the future as technology progresses and the likelihood of disconnected warfare increases. Without this capability, soldiers on future battlefields are more likely to be vulnerable without the ability to make real time changes, automate decision-making, and shorten the kill chain.

To meet this need, the Army is prototyping the first ever Department of Defense Software Factory intended for fully self-sustaining in-house Government operations, as a force design for software and platform development that focuses on soldier (and Army civilian) led capability and knowledge transfer, which can be scaled and reproduced across the Army. This force design permits continuous software development and operations, by delivering software/information technology use case diagnosis and application solution development by soldier and Army-civilian led units and battlefield teams across a wide range of loosely-scoped and dynamically developing problem sets.

The Army requires an industry partner to collaboratively develop, test, and prove out, this force design and a method or methods for translating commercial practices into repeatable self-sustaining Army processes in standing up, growing, operating, and adapting scalable in-house agile software operations. This prototype will provide for the Army's internal capability to develop software products and associated business processes that can enhance Army digital competencies and software operations while progressively upskilling its workforce.

This prototype will inform, demonstrate, and validate, how the Army can staff, build, and run a fully-Government-led agile software development unit that can self-sustain ("train the trainer")

model) and deploy application teams around the world to support continuous software development and operations, knowledge transfer, and Army software problem solving, from zero existing infrastructure or policy precedent, using beginner, novice, and non-professional developers working in a military setting, without a heavy reliance on contracted presence. This prototype will demonstrate this new future force design in an integrated and holistic manner that is reproducible across the Army.

The unit must organize, train, and operate in-line with modern commercial technology standards, which includes prototyping a reproducible force design and associated processes for widespread implementation in the future operating environment. The force design must leverage agile software development, DevSecOps, and industry best practices to deliver software applications that prioritizes user value, resiliency, and lethality. This prototype must not only support the Army achieving technical proficiency within the current technology landscape through education and enablement, but more importantly, it must support the Army's progressively independent capability to operate without relying on industry.

**4.0 Key Dates:** The following is a summary of the anticipated events and dates associated with this Call:

<b>EVENT</b>	<b>ESTIMATED DATE/TIMEFRAME</b>
Call Released	28 December 2020
Whitepapers Due	19 January 2021
Whitepaper Feedback**/	26-27 January 2021
Invitation to submit Proposals	27 January 2021
Proposals Due	9 February 2021
Award	8 March 2021

**\*\*Whitepaper feedback shall be provided only to Offerors being considered for an invitation for proposal. Receipt of feedback is not an invitation to submit a proposal. Offerors shall not submit a proposal unless formally requested via an invitation to submit a proposal letter.**

## II. Prototype Project Statement of Need and Technical Requirements:

### 1.0 Statement of Need and General Requirements:

The Government requires an integrated, collaborative and holistic prototyping effort enabling and delivering (see Attachment with overarching Software Factory program plan):

1) A development platform, associated Kubernetes-based products and full suite of software laboratory enablement and hardware needed to stand up a modern, agile software factory in Austin, TX, enabling its operation and management by Soldiers and Department of Army civilians in manner that allows the Government to scale up and down Awardee participation over a 5 year period, and ultimately transfer to full operation and management by Soldiers and Department of the Army civilians, driving vendor-neutral solutions within and across the Army.

2) A scalable and adjustable total force design and associated/integrated implementing processes and concepts of operation, necessary for the Army to develop a self-sustaining capability to leverage agile software development and commercial best practices to deliver software applications that enable resiliency and lethality while prioritizing user value. The Force design must be flexible to dynamically tailor soldier skill sets and needs in a self-sustaining and self-growing manner for the Army to wean itself from reliance on a contracted presence. The force design must be backed by sustainable processes in line with modern industry development techniques, methodologies, and technologies (software and licenses), and ancillary footprint in support of all soldier mission areas.

3) Training and operations/engineering enablement (including 1:1 pairing as detailed below). Enablement must flexibly accommodate soldiers who are beginner or novice software developers, product managers, User Interface / User Experience (UI/UX) designers, platform engineers, and cybersecurity engineers. Enablement must also accommodate multiple soldier units of varying skills and occupational/mission backgrounds, and potentially multiple platforms, to fully prove out a generally applicable, scalable, concept for future Army self-sustaining operations. Training curriculum shall incorporate Government feedback.

For the success of this prototype, Offerors must be capable not only in the required technical skills, but also in *teaching* novices the required skills and enabling the standup of new software development organizations from zero infrastructure, policy precedent, or organization internal capability. The Army learning how to build a successful Software Factory, to avoid continuing in a third-party dependent state, is a critical result of this effort, as opposed to just staffing a Software Factory or being handed a "Software Factory in a box." This also requires Offeror capability to enable Government-developed software applications into a production environment from zero infrastructure.

The Awardee must pair a developer-friendly Platform as a Service (PaaS) with seamlessly integrated platform, application, cybersecurity, and technical writing enablement. This must be augmented by a customized extensive education program, such that the platform, enabling functions, and training/education operate in a seamless, comprehensive, and integrated manner

dynamically tailored and flexibly adaptable to soldier skills sets and fluid prototype status simultaneously across all enabling functions and platforms.

The Offeror's technical approach must flexibly accommodate multiple soldier units, as extensions of the Software Factory efforts, and potentially multiple platforms, to fully prove out a generally applicable, scalable, concept for future Army self-sustaining operations.

## **2.0 Data Rights and Intellectual Property**

All software code and enabling software documentation developed under Agreement resulting from this Call, by Government personnel or solely or jointly by Awardee personnel, shall be owned by the Government. All intellectual property rights embodied in or associated with the software code and enabling software documentation shall be assigned to the Government. The Government shall also receive appropriate data rights (equivalent to unlimited rights as defined in DFARS 252.227-7013 and 252.227-7014) to practice the software developed under this Agreement.

The Awardee shall maintain ownership over proprietary software, with a subscription license grant per Agreement terms to the Government for Awardee platforms and tooling. However, all code and computer software developed under this Agreement shall be deemed Government owned code and computer software, including code developed with the vendor's 1:1 pairing hands-on coding support. Awardee may not license, disclose, or share output from efforts under this Agreement with any other entity without express permission from the Government. All source code, product management, and user data must be checked into Government-owned code repositories at all times.

Awardee shall flow down these requirements to subcontractors, (if subcontracting is authorized)

The Government requires delivery of training materials developed for performance of this Agreement, and all such materials delivered shall be Government-owned, and remain the sole property of the Government. Intellectual property rights associated with these materials shall be assigned to the Government.

## **3.0 Place of Performance**

Work will be performed at one or more Government-determined locations in or around Austin TX. Additional locations may include existing Awardee locations around the country when appropriate and available, and/or locations worldwide. During the COVID national emergency, and/or as otherwise directed by the Agreements Officer, performance may be delivered virtually.

## **4.0 Period of Performance**

The Government anticipates a Period of Performance (PoP) of a base of one (1) year, followed by four (4), one-year options. However, final CLIN structure, pricing and payment structure, and period of performance will be as negotiated with the parties, consistent with the proposed effort

and programmatic requirements. The Government program plan anticipates the participant cohorts (as described below in these technical requirements) moving through an integrated “train the trainer” prototype effort in which the initial cohort eventually becomes the trainer of new cohorts, as necessary for self-sustaining capability and knowledge transfer. The Government, however, makes no commitment to exercise of any option period, and reserves the right to modify the program plan consistent with program status. As part of the program plan, cohorts will be moving through various program stages *simultaneously*. The Offeror’s program management plan shall account for at least 30 participants per cohort every six months in a manner that compounds to at least 200 participants over 3 years with the ability to rapidly scale to add development and platform teams. (Please also refer to Whitepaper submission instructions and evaluation process below). The Awardee shall also be positioned to flexibly scale participation.

## **5.0 Travel / Temporary Duty**

Awardee travel charges shall be paid and invoiced in accordance with the current volume of the Government Joint Travel Regulations (JTR) and the terms and conditions of the parties’ agreement. Awardees will not be reimbursed for travel within a 50-mile radius of their primary work location.

The Awardee shall be required to travel in performance of the Agreement. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. Travel may be required during application development and throughout the user-feedback cycle on any and every application developed during Awardee enablement.

Awardee travel is expected worldwide (especially in conjunction with enablement) to accompany Government personnel in the course of their duties to scope problems during application development and throughout the user-feedback loop.

## **6.0 Security**

6.1 The majority of the work is not anticipated to require access to classified information. However, a DD254 to the Top Secret / Special Compartmentalized Information (TS/SCI) level will be issued as part of this effort. Operations Security (OPSEC) requirements apply to this Agreement. OPSEC officers /coordinators will provide the appropriate Critical Information lists (CIL) to the Awardee under separate cover. Awardee employees conducting work with Controlled Unclassified Information, on military installations or within any space shared, managed, administered or leased by the federal government will participate in the OPSEC Program.

### **6.2 Operational Security (OPSEC)**

- A. All Awardee employees, to include subcontractor employees, requiring access to Army installation, facilities and controlled access areas shall complete antiterrorism (AT) Level I awareness training and OPSEC Level I training within 90 calendar days after the Agreement start date. The Awardee shall submit certificates of completion for each affected Awardee employee and subcontractor employee to the Agreement Officer’s

Representative (AOR) or to the Agreement Officer. AT Level I awareness training and OPSEC Level I training is available at the following website: <http://jko.jten.mil>.

- B. Awardee and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by the installation Provost Marshall Office, Director of Emergency Services or Security Office, as applicable. Awardee workforce must comply with all personal identity verification requirements for purposes of this Agreement identified in FAR clause 52.204.9, Personal Identity Verification of Awardee personnel as directed by DoD, HQDA and local policy. Should Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Awardee security matters or processes.
- C. Awardee and all associated subcontractor employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index ((NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local Security procedures. Compliance verification of these screening requirements for each Awardee and subcontractor employee will be provided to the AOR prior to the start of the work.
- D. The Awardee and all associated subcontractors shall brief all employees on the local iWATCH program. This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the Agreement Officer's Representative (AOR). The training shall be completed within 120 calendar days of Agreement award and within 120 days of new employees commencing performance with the results reported to the COR NLT 120 calendar days after Agreement award.
- E. Performance under this Agreement may require Awardee to process, store, or transmit controlled unclassified information (CUI) within Awardee's non-DoD Information systems. The NIST SP 800-171 governs and protects CUI on non-Federal IS when applied by contract. This Agreement incorporates and applies the requirements of NIST SP 800-171. Awardee's Non-DoD information systems processing, storing, or transmitting CUI will provide adequate security and shall meet the NIST-SP 800-171 baseline system requirements for processing CUI for industry. The minimum security level will be moderate confidentiality in accordance with Part 2002 of Title 32, CFR and NIST SP 800-171. For systems, networks, and programs operating on the various domains, a splash screen warning and notice of consent must be employed to alert users of the presence of CUI. Record and non-record CUI documents may be destroyed by means approved for destroying classified information or by any other means making it unreadable, indecipherable, and unrecoverable the original information such as those identified in NIST SP 800-88 and in accordance with Section 2002.14 of Title 32, CFR. If Awardee intends to use an external cloud service provider to store, process, or transmit any CUI in performance of this Agreement, Awardee shall require and ensure that the cloud service provider meets security requirements equivalent to those

established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline and that the cloud service provider complies with the cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment requirements of this Agreement. The parties agree to be bound by the requirements of DFARS 252.204-7012 including DFARS 252.239-7010). Awardee and all associated subcontractor employees shall comply with DoDI 5200.48 (Controlled Unclassified Information) and Army Regulation 530-1 (Operations Security) requirements. To be eligible to gain access to CUI constituting critical technical data, Awardee must also have a current DD 2345, “Militarily Critical Technical Data Agreement” certification on file with the Defense Logistics Information Service (DLIS). If the Awardee does not have a current certification, Awardee shall submit a request via DD Form 2345 to the United States (U.S.)/Canada Joint Certification Office (JCO), along with a copy of supporting documentation, NLT 30 days after Award. Awardee shall ensure the certification remains current during performance.

## **7.0 Technical Requirements.**

### **7.1 Design and Deliver Configurations of Platform as a Service (PaaS) Offerings.**

7.1.1 Pair with the Government or designated Government contractor to deliver a Kubernetes-based development, test, and production platform (and associated products) for non-professional user (developer)-friendly cloud-agnostic development that is easily compatible with any common cloud environment and interoperable with any existing upstream container-based offerings. This platform shall be pre-accredited with federal and current DOD cybersecurity standards so that minimal effort will be needed by AFC to accredit and install the system and any upstream applications. This can be measured by the type of container orchestration model and by the percentage of NIST controls satisfied by the platform offering as well as the number of FTEs required for platform maintenance. The platform shall support multiple operating systems, automatically support Kubernetes cluster upgrades, support multi-cluster management, and have high availability and healing. The Awardee shall pair with the Government or a designated Government contractor to ensure this platform and associated products remain secured and accredited at the same or better than DoD accredited cybersecurity standards. The Awardee shall take all actions necessary to achieve and maintain the required accreditation, and to progressively improve the cybersecurity standards of the platform and associated products with advances in technology. The Awardee shall deliver cybersecurity application and platform updates and configurations. *The Platform will require accreditation for at least Impact Level 2, and may require accreditation at Impact Levels 4/5/6, Top Secret, and Specialized Access Program (SAP) classification levels. The Impact Levels will be determined by the Government’s roadmap.*

7.1.2: Deliver license subscriptions of a platform application package and associated Kubernetes-based development tools – such as runtime orchestration; project management, data management; search; messaging and integration; monitoring, metrics, and logging; identity and security; DevOps tooling; and microservices management – on Government cloud infrastructure

to include (but not limited to) MS Azure and Amazon Web Services offerings for development, test and staging, and production environments on AFC and HQDA G-6 systems with the ability to scale to cross-domain, on-premises, and tactical solutions in a pay-as-you-go scalable model that proves cost-effective for the Government. The Government prefers the use of open source and open standard software that has a demonstrated and secure supply chain to the greatest extent practicable. The Awardee shall provide their proposed pricing model for the licenses as part of their proposal, if a proposal is requested. Number of required instances shall be determined in conjunction with the Government. *The Platform will require accreditation for at least Impact Level 2, and may require accreditation at Impact Levels 4/5/6, Top Secret, and Specialized Access Program (SAP) classification levels. The Impact Levels will be determined by the Government's roadmap.*

## **7.2 Design and Deliver Configurations of a Data Software Suite.**

7.2.1: Pair with the Government or designated Government contractor to design and deliver configurations of a Data Software Suite in support of the Government-provided software development supporting prototype efforts. The configurations shall include the software, support, and maintenance that bundles a variety of analytic capabilities into a flexible pool of data services for the Government. The Data Software Suite shall enable the Government to modernize its data infrastructure, discover more insights into advanced analytics, develop a system-of-systems approach to software development, and build analytical applications at scale. The Data Software Suite shall include, at a minimum, components to stream and collect data, analyze and query data in real time, and store and analyze large sets of data in support of mission requirements as defined by the Government.

7.2.2: Pair with the Government or designated Government Awardee to provide/enable Data Science services. *The Data Science services may require work to be performed at the Secret and Top Secret/Sensitive Compartmented Information clearance level and will be determined by the Government.* The services shall include data management support to enable the Government to create and maintain data pipeline architectures to automate the processing of large complex data sets. The Awardee shall support data visualization services, optimization services, and event streaming services to automate the collection and analysis from data sources that deliver metrics and analyses.

## **7.3 Provide Platform, Application, and Laboratory Enablement.**

7.3.1 Provide platform, application, and laboratory enablement by pairing alongside Soldiers and Civilians on a 1:1 basis. The Government requires experienced Platform, application, and laboratory enablement software engineers, designers, and managers that specialize in teaching while operating modern technology platforms in a one-on-one setting as part of a larger team. Engineers must be highly familiar with the platform described in 7.1, above. They must be

capable of operating on non-scoped problem sets and well-versed in serving as the hub between the system owner and the application developers, and proficient enough to work on a wide array of problems as agile software development may take projects in unexpected turns beyond the scope of what was originally anticipated.

7.3.2 Provide application and laboratory enablement for agile application development and pairing key software development and platform competencies alongside Soldiers and Civilians in a 1:1 paired programming model. This enablement must include: technical assistance throughout the application development and iterative improvement process; developing and engineering both mobile and web-based applications; and developing a scalable capability to build new applications or modernize existing/legacy applications through application transformation enablement. In addition to 1:1 pairing, the Awardee shall also train software application and platform teams on optimizing for balanced teaming across multiple functional areas. The Awardee shall propose an iterative model to scope, develop and deploy software applications into production environments that supports the program need. The Awardee will also teach and pair during the onboarding of native and non-native applications, development, or platform teams. Team roles requiring 1:1 pairing will include (but not be limited to) product manager, user interface/user experience (UI/UX) designer, application developers/engineers, platform engineers, cybersecurity engineers, data engineers, and data scientists. The Offeror shall, propose team composition consistent with modern development practices, optimized for this prototype and balanced teaming across multiple functional areas. To avoid training efficacy degradation, the Awardee may be required to pair its own Awardee employees together to fill application teams when a Government cohort is unable to fill out the team. *The application and laboratory enablement may require work to be performed at the Secret and Top Secret/Sensitive Compartmented Information clearance level and will be determined by the Government.*

7.3.3. Upon the request of authorized Government program leadership, the Awardee shall provide feedback on the demonstrated skill levels of Government personnel paired or working with Awardee staff, relating to Government-identified competencies and skills. The Government is solely responsible for how the feedback is interpreted and used.

7.3.4: Provide platform enablement that include the installation, operation, and maintenance of the platform on Government systems alongside Government platform and cybersecurity engineers on a 1:1 basis. Teaching and enablement shall include and address creating, installing, and maintaining a continuous integration/ continuous delivery (CI/CD) pipeline for use by all Software Factory tenant users. Tenant users may include Government personnel as well as Government contractors and other third parties invited to engage with the Software Factory at the Government's sole discretion. When directed, the Awardee will work closely with other Government-contracted vendors for enterprise or tactical solutions if the Government has such a need.

## **7.4 Provide Education and Leadership Enablement**

7.4.1: Provide an intensive, accelerated learning program to give Army personnel practical proficiency to include but not limited to: full stack software development, product management,

UI/UX design, platform engineering, and computer science. This program will complement the platform and application enablement in a holistic manner to ensure appropriate transition from this basic proficiency learning program to further training pursuant to the enablement described. This program should be fit for at least 30 personnel to undergo the baseline learning program starting every 6 months and be provided in a manner agnostic of location or facility. The baseline learning program shall be no longer than 120 days, but the Offeror may propose to extend the program as necessary for specific tracks. Awardee provided FTEs for coursework, training, program management, and other technical enablement shall be in addition to FTEs required for cohort 1:1 pairing. The Awardee will include a candidate evaluation capability using a data-driven approach to inform the Government's determination of suitability for follow-on skillsets (i.e. platform engineer, program manager, interface designer, application engineer). The program should have a fully remote delivery option if required due to health or logistics concerns. The Awardee must be able to deliver the program to an initial cohort starting the second week of March, 2021. If appropriate, the Government may request other vendors to create integrated teams to combine solutions. Awardee will prioritize a "cold-start" setting and low student-to-faculty ratios when delivering the program. Awardee will plan delivery of this program in an agile manner so that the Government can change the delivery and speed of the content as necessary with reasonable notice to the Awardee. Training must include ability to identify, select, and change subsections of the service member population based on demonstrated skills in real-time so that the government can cultivate skillsets on an individualized basis rather than a blanket methodology.

7.4.2: Support the Government's selection of best-fit Government personnel for this unique software factory mission to include "remote-pairing assessments" that evaluate proposed personnel with a full report of each evaluation delivered to the Government.

7.4.3: Provide intensive and accelerated education and technical assistance classes for service-members and civilians tailored to the aforementioned platform and laboratory enablement and changing proficiency levels. The Government may provide technical direction for these classes to augment Awardee's base curriculum to ensure lessons remain current with modern technology and emerging Army requirements. Awardee will provide hands-on training in small class sizes in order to provide a means to "track" students toward better-defined engineering skillsets. Awardee may be required to incorporate 3<sup>rd</sup> party classes into the curriculum. Awardee may be required to conduct and/or integrate education and technical assistance classes simultaneously with the other enablement described herein. Awardee shall provide documentation and certificates of completion to the Government for all Service Members and DA Civilians who complete the educational program and paired enablement training.

7.4.4: Provide executive leadership enablement in support of the Army's transition to self-sustaining operations and associated policy development, and drive vendor-neutral solutions within and across all Army labs, as defined and as deemed necessary by the Government. Executive leadership enablement shall enable the Government to train software factory and

senior leaders on how to lead software development organizations, allowing leadership at all levels to best scale developer, product, and platform resourcing and provide coaching, leadership training, and enablement to future/other leadership for organic self-sustaining capability.

7.4.5: Provide experienced professionals to enable digital transformation projects as defined and as deemed necessary by the Government. The Awardee will help Government leadership transform their thinking, culture, and processes within their organizations to enable and accelerate digital transformation objectives. The Awardee will support Government leadership to set the conditions to ensure process improvement, develop progress metrics, and chart the appropriate course to establish a Software Factory led by soldiers and DA civilians. The Awardee's efforts described in 7.4.4 and this paragraph, 7.4.5, shall assist the Government's efforts to create a clear Government plan to transform culture and process within acquisition, cybersecurity, software development, testing, human resources, and other elements of the Government as applicable.

7.4.6: Provide continuing education and technical assistance classes and programs building upon and tailored to changing program participant proficiency levels, as required by the Government.

7.4.7: Provide security accreditation enablement and technical writing enablement to assist the Government's cybersecurity personnel in ensuring a readily achievable "Continuous Authority to Operate" at both the platform and application layers such that the Awardee pairs directly with the Government's security representatives. *The security accreditation enablement may require work to be performed at the Secret and Top Secret/Sensitive Compartmented Information clearance level and will be determined by the Government.*

## **7.5 Design and Deliver Application Refactoring and Legacy Transformation Enablement. Design and Deliver Development Tools and Enablement**

7.5.1: Provide support in the form of both enablement and Awardee and other third party product offerings for matters in the realm of cybersecurity, DevSecOps, cloud-native development, business management, and deploying to production in current and future Army environments, as deemed necessary by the Government, to both operate the Software Factory and fast-track technology solutions to Soldiers.

7.5.2: Provide technical hardware and software offerings as approved by the Government and procured at the speed of commercial software/technical development. The Government may require procurement of cutting-edge hardware offerings to prototype, test and enhance modernization offerings to Soldiers. Consistent with Agreement terms, if the Government reimburses Awardee for the costs of such hardware or other property, and for all other property, the cost of which is reimbursable under the Agreement, title shall pass to and vest in the Government. Consistent with payment terms and other conditions, the Agreement will establish further details regarding title transfer. Use of Government property at Awardee's facilities (i.e., not incident to the place of performance), shall be pre-approved by the AOR and such use may

require property accountability procedures appropriate to the circumstances as detailed in the Agreement.

7.5.3: Provide research, development, testing and evaluation-related enablement necessary to rapidly prototype hardware and software of a uniquely experimental nature that has no precedent of widespread use across the Army. This includes technical writing and assistance in both interpreting and applying existing DoD/DA technical policy guidance. *The RDT&E enablement may require work to be performed at the Secret and Top Secret/Sensitive Compartmented Information clearance level and will be determined by the Government.* The Awardee shall not initiate any such RDT&E work prior to authorization by the Government and receipt of RDT&E funds obligation notice. The Awardee shall only expend RDT&E funds obligated on the Agreement consistent with the funded RDT&E effort, and shall invoice in a manner sufficient to document compliance with this requirement.

## **7.6 Provide Program Management and Staffing**

7.6.1: Participate in weekly meetings in-person (or via telecom when necessary) with the Government.

7.6.2: Provide documentation supporting the training, security, maintenance, and operations of all the procured products, if available.

7.6.3: Furnish all personnel, facilities, equipment and supplies unless otherwise provided by the Government (see section 8.0, below). Awardee shall propose sufficient resources to address requirements for the Agreement in accordance with requirements laid out in this Call.

7.6.4: The Awardee shall comply with all applicable Federal, State, and local environmental, safety, and health laws and regulations and/or orders. The Awardee must ensure Awardee's compliance with all applicable OSHA standards. The Awardee is responsible for assuring all Government Facilities procedures are followed and necessary permits for performing projects under this Agreement are in place before performing activities requiring such permits. Awardee shall comply with all health, safety and security policies required at non-Government sites and vendors. Any fines, penalties, or other costs arising out of or relating to Awardee's violations of these duties, shall be solely the responsibility of, and borne by, the Awardee.

## **8.0 Government Furnished Property**

Incident to the place of performance, the government will furnish the primary physical development environment, program participants, software use cases, and possible additional commercially-available software. The government and Awardee may agree to use the Awardee's existing lab locations when the COVID pandemic allows.

## **9.0 Payment Schedule**

The Awardee shall propose a payment and pricing model and schedule consistent with the proposed technical solution. Final payment schedule shall be as agreed to by the parties. The

Government may consider various fixed price or expenditure based options. Expenditure based options may require an adequate accounting system.

### **10.0 Comptroller General Access to Records**

The Agreements Officer or representative, and the Comptroller General of the United States, in its discretion, shall have access to and the right to examine any party's to the resulting Agreement or any entity's that participate in the performance of the Agreement, directly pertinent records relating to the Agreement for a period of 3 years after final payment is made. This requirement shall not apply with respect to any party or any entity that participates in the performance of the Agreement, or any subordinate element of such party or entity, that, in the year prior to the date of the Agreement, has not entered into any other contract, grant, cooperative agreement, or Other Transaction Agreement that provides for audit access to its records by a Government entity in the year prior to the date of this Agreement. This paragraph only applies to any record that is created or maintained in the ordinary course of business or pursuant to a provision of law.

### **11.0 Subcontracts.**

The Government's requirement is for minimal subcontracting in order to provide a holistic capability to the Government. Except for those subcontractors specifically evaluated as part of the Awardee's proposal, the Awardee may not subcontract its performance obligations under this Agreement without approval by the Agreements Officer. Any subcontractor proposed must qualify as a nontraditional defense contractor; but, for good cause shown, the Agreements Officer may consider subcontractors not meeting non-traditional status qualification to perform limited aspects of this Agreement. If approved, the parties will negotiate in good faith to agree on any additional terms and conditions applicable to any subcontracted effort, beyond those flowed down under this Agreement. This Agreement's requirement that any software code and enabling software documentation developed under this Agreement by Government personnel or solely or jointly by Awardee personnel shall be owned by the Government shall apply to any subcontracted effort. If permitted to subcontract, Awardee shall require its subcontractors to assign all intellectual property rights embodied in or associated with the software code and enabling software documentation developed under this Agreement to the Government.

### **12.0 Organizational Conflicts of Interest (OCI) and Non-Disclosure Agreements**

In the event performance of work under the resulting Agreement requires the Awardee or subcontractor personnel to receive or access proprietary information, technical data or software belonging to a third party and furnished for use with restrictive markings/legends, the Awardee shall honor and observe such restrictions/legends, and enter into appropriate non-disclosure agreements if/as required by the Government prior to accessing the data or software. The Awardee shall use, modify, reproduce, release, perform, or display the technical data or computer software in accordance with the restrictive legends and only for purposes of performing the Agreement, and in compliance with all other applicable terms and conditions of this Agreement.

Prior to Agreement Award, and continuing during performance, the Awardee must identify to the Agreement Officer any significant actual or apparent conflict of interest in which Awardee's

conflicting roles may call into question the Awardee's ability to provide unbiased advice and recommendations to the Army. The Awardee shall not proceed with the identified work scope until approved by the Agreement Officer, and may be required to submit an OCI mitigation plan, which will be deemed acceptable solely at the discretion of the Agreement Officer. The parties agree to implement this Article consistent with the requirements of FAR Subpart 9.5 and the interpretative guidelines issued by the Comptroller General of the United States and applicable decisions of Federal courts.

In the event of an OCI that cannot be mitigated, the Government may affect other remedies, including, but not limited to, prohibiting the Awardee from participation in subsequent contracted requirements which may be affected by the OCI.

### **13.0 Prohibition on Contracting for Certain Telecommunications and Video surveillance Services or Equipment**

While the resulting Agreement will not be a FAR based contract, the Awardee is bound by the requirements of FAR Clause 52.204-25. ***If invited to submit a proposal, Offeror must also comply with FAR Clause 52.204-24. Additional instructions will be provided with the invitation for proposals.***

### **14.0 Order of Precedence for Resulting Agreement**

In the event of any inconsistency (including additional terms) between the terms of any resulting Agreement and documentation submitted by the Awardee, the terms of the Agreement, including its Order of Precedence Article, shall supersede and control. "Documentation submitted by the Awardee" shall include the proposal submission and any related materials such as licensing agreements, service terms, or any other documentation submitted by the Awardee to the Government. Language in documentation submitted by the Awardee suggesting Government deemed acceptance of revised terms and conditions and/or pricing without Agreement modification is null and void and deemed deleted. Furthermore, the Government does not agree to any terms in any End User License Agreement (EULA), Terms of Service (TOS), Product Guide, or similar legal terms and conditions, that violate Federal law or regulations including any terms and conditions contained in any third party EULA (EULA), TOS, or similar legal instrument or agreement ("Excluded Provisions"). The Government shall not be bound by any terms in such agreements entitling the software licensor to attorneys' fees or expenses, court costs, similar legal fees and expenses, or audit or inspection costs; (ii) entitles the software licensor to injunctive relief to restrain any breach of the EULA, TOS, or similar legal instruments or agreements; (iii) entitles the software licensor to resolve disputes or claims by arbitration; (iv) entitles the software licensor to select an international court or state court jurisdiction for resolution of claims or disputes; (v) requires that the EULA, TOS, or similar legal instrument or agreement will be interpreted under international or state laws, or international treaties; (vi) entitles the software licensor to audit the Government; (vii) purports to make changes in agreement terms without modification of this Agreement pursuant to Article 7, modifications; or (vii) entitles the licensor to indemnification by the Government, even if such indemnification is limited to funds appropriated at the time the contingent liability arises.

Any provision described above is unenforceable against the Government, and neither the Government, nor any Government authorized end user, shall be deemed to have agreed to such provision by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or 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 provision. Any such Excluded Provision is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement. Awardee is obligated to deliver software and/or software maintenance/support that is governed by a EULA, TOS, or similar legal instrument or agreement that does not violate an Excluded Provision. Awardee asserts that the terms of this section of the Agreement will be applicable to the EULA, TOS, or similar legal instrument or Agreement that governs any software delivered (or performance of any software maintenance or software support) by the Awardee under this OTA. Software delivered includes software produced by the Awardee, software originating from a sub-contractor, third-party software, and open source software. This paragraph does not modify any Agreement cost/price or software (or software maintenance/support) requirement of this Agreement and failure by the Awardee to deliver software (or software maintenance/support) that is governed by the EULA, TOS, or similar legal instrument or agreement that does not violate this provision does not absolve the Awardee from meeting the requirement(s) of the Agreement.

#### **15.0 Foreign Access to Technology And Export Control**

No third party transfers of Work Product are permitted without the express written consent of the United States. The Awardee is responsible for obtaining passport, visa, licenses and permits from the appropriate Government agency.

### **III. Submission Information**

#### **1.0 Overview**

Whitepapers and Proposals must be submitted in accordance with this Call. Interested parties should be alert for any amendment to this Call that may adjust submission dates, times or other submission requirements. The Government reserves the right to modify and/or cancel this Call either before or after the closing date. All submissions must be unclassified. The Government will not reimburse any cost associated with participation in the Whitepaper or Proposal process, including, but not limited to, in the event the Government cancels or modifies this Call.

The cost of preparing Whitepapers and Proposals in response to this Call is not an allowable direct charge to any resulting award (or any other federal award/contract).

The Government reminds Applicants that only warranted Agreements Officers can contractually bind or otherwise commit the government.

**This Call, and any amendments, may be accessed at the Contract Opportunities at beta.SAM.gov (<https://beta.sam.gov>).**

#### **Content and Form of Submission**

The Offeror's Whitepaper and/or proposal must include all data and information requested herein, and must be submitted in accordance with (IAW) these instructions. The Whitepaper and proposal shall be unclassified. Any Offeror who submits an incomplete package may be considered non-responsive and be disqualified from consideration from award.

**Nonconformance with the instructions provided may result in disqualification or unfavorable evaluation.**

##### **1.1 Include Sufficient Detail**

The Whitepaper and proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The Whitepaper and proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Simply rephrasing or restating of the Government's requirements may result in an evaluation of the Whitepaper or proposal as unacceptable.

##### **1.2 Proposal Revisions**

Whitepaper and Proposal revisions may be submitted only in response to Government interchanges and comments to the Offeror's Whitepaper and proposal. If revisions are submitted, the Offeror shall ensure changes are easily identifiable with tracked changes and sidebar markings of those sections that are changed from the original submission. This identification is for informational purposes only in order to assist Government evaluators.

### **1.3 Proposal Acceptance and Validity**

Any proposal offering less than 180 days for acceptance may be rejected. The Offeror shall make a clear statement in the Offeror's cover letter that the proposal is valid for 180 days from that date.

NOTE: Unless specified otherwise, references to days will mean calendar days not business days.

### **1.4 Point of Contact**

The Agreement's Officer (AO) is the sole point of contact for this acquisition. Written requests for clarification may be sent by email to the AO, Ms. Vonetta McNeal at [Vonetta.g.mcneal.civ@mail.mil](mailto:Vonetta.g.mcneal.civ@mail.mil) or Mr. Christopher Justice at [christopher.d.justice4.civ@mail.mil](mailto:christopher.d.justice4.civ@mail.mil). All communication initiated by actual or potential Offerors must be via email, no phone calls will be accepted.

### **1.5 Availability of Funds**

Award and funding is contingent upon the availability of federal funds for this program. Awards resulting from this Call are expected to be made in Fiscal Year 2021 under the authority of 10 U.S.C. § 2371b.

### **1.6 Cost Sharing Definition**

Cost sharing is defined as the resources expended by the award recipients on the proposed Performance Work Statement (PWS)(the problem scope and technical requirements of this Call). Cost sharing above the statutory minimum is not required in order to be eligible to receive an award. If cost sharing is proposed, then the Offeror shall state the amount that is being proposed and whether the cost sharing is a cash contribution or an in-kind contribution; provide a description of each cost share item proposed; the proposed dollar amount for each cost share item proposed; and the valuation technique used (e.g., vendor quote, historical cost, labor hours and labor rates, number of trips, etc.).

### **1.7 Cost Share Requirements**

In order to be compliant with 10 U.S.C. §2371b, proposals selected for funding under this Agreement are required to meet at least one of the conditions specified in statute. Beyond that, cost sharing is encouraged if possible, as it leads to stronger leveraging of Government-contractor collaboration. Proposals that fail to meet the mandatory statutory conditions with regard to the appropriate use of Other Transaction authority, will not be evaluated and will be determined ineligible for award.

### **1.8 Discrepancies**

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the AO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without further contact. In the event there is a difference in content or page count between hard copy and electronic copy, the Government will base its evaluation on the electronic copy.

### **1.9 Terms and Conditions**

Final Agreement terms and conditions shall be as negotiated between the parties. Selection for award negotiation does not guarantee award, and award is conditioned on the parties' agreement to final terms and conditions. This Call *does not* contain all terms and conditions which may be relevant to any final Agreement.

**The Government may reject, with or without further interchanges, any Whitepapers and/or proposals evidencing material disagreement with the terms and conditions included in this Call.**

### **1.10 Intellectual Property and Data Rights**

The Government also requires Whitepapers (and proposals, if requested) to clearly identify the Offeror's agreement to enter into an OTA with materially the same intellectual property and/or data rights provisions as outlined in this Call. The Government may reject, with or without further interchanges, any Whitepaper or proposal failing to meet this requirement. If requested to submit a proposal, the Offeror's proposal shall identify and concisely describe, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

### **2.0 General Format**

All interested parties should note that these submission instructions require the use of Microsoft Office, version 2007 or newer, and/or Adobe Acrobat, version 8.1.3 or later – or their fully compatible equivalents. At this time, the government knows of no fully compatible equivalents. The file name for the Whitepaper must have the form W911NF-21-S-0006 Whitepaper.doc (or .docx) or W911NF-21-S-0006Whitepaper.pdf

The format requirements for all documents are as follows:

- Page Size – 8.5 x 11 inch paper
- Margins – 1 inch
- Spacing – single spaced
- Font –Times New Roman in 12 point

These requirements are to ensure the readability of the document by the evaluation team. The Whitepaper and Proposal shall not contain any hyperlink references to circumvent the page restrictions called out below.

### **3.0. Whitepaper Content Instructions and Page Limitations:**

#### **3.1 Page Limitation:**

The Whitepaper is limited to 7 pages (excluding a one-page cover page and appendix), prepared and submitted in Microsoft Word or Adobe format. Font must be standard 12-point business font Times New Roman. Character spacing must be “normal,” not condensed in any manner. Pages must be double-spaced (must use standard double-space function in Microsoft Word), double-sided (each side counts as one page), 8.5 by 11 inches, with at least one-inch margins on

both sides, top and bottom. All text, including text in tables and charts, must adhere to all font size and line spacing requirements listed herein. Font and line spacing requirements do not have to be followed for illustrations, flowcharts, drawings, and diagrams. These exceptions will not be used to circumvent formatting requirements and page count limitations by including lengthy narratives in such items. Pages must be numbered starting with the first page of the paper being Page 1, and the last page being no greater than Page 7. The page limitation covers all information excluding cover page, Appendix, and ROM/price. The Government will not consider pages in excess of these limitations for evaluation.

### **3.2 Format**

The Whitepaper will be formatted as set forth below.

On the cover page, provide the name, title, and telephone number of the company/division point of contact regarding decisions made with respect to your Whitepaper and who can obligate your company contractually and negotiate with the Government. Also provide the company/division's street address, county, facility code, Commercial and Government Entity (CAGE) code, Data Universal Numbering System (DUNS) code, and size of business (effort is a small business set aside).

Offerors are responsible for clearly identifying proprietary information. Submissions containing proprietary information must have the cover page and each page containing such information clearly marked with a label such as "Proprietary." The Government will assume information is not proprietary, unless marked. The Army policy is to treat all White Papers received as source selection information and to disclose their contents only for the purpose of evaluation. However, the Government may release information consistent with applicable law, including, but not limited to, the Freedom of Information Act. During the evaluation process, submissions may be handled by support contractors for administrative purposes.

#### **3.2.1 Whitepaper Submission Instructions**

The Whitepaper shall be no longer than seven (7) pages (excluding a one-page cover page) and must address:

Page 1: An executive summary addressing:

- Offeror's statutory applicability to submit an Other Transaction Agreement Whitepaper and proposal. The Offeror must certify eligibility to receive an OT award. This will be evaluated to ensure compliance with the eligible organizations according to 10 U.S.C. 2371b and this Call. If proposing as a traditional Defense contractor the proposal must justify the significant involvement from a non-traditional defense contractor or a small business or a one-third cost share as outlined in the Statute. An Offeror proposing as a traditional Defense contractor with significant involvement from a non-traditional defense contractor must provide sufficient information for the Government to evaluate the requisite level of non-traditional contractor participation.
- Offeror's concurrence to enter into an Agreement containing materially the same IP and data rights terms as contained in this Call.
- Offeror's overarching technical and programmatic strategy to respond to the Government's Problem Statement and technical requirements.

Page 2: Software and Platform as a Service (PaaS) (including accreditation) and data software suite.

Pages 3-5: Integrated and holistic approach to technical Enablement (including 1:1 pairing and enabling of novice developer organizations starting from zero to build in-house capability for successful application development in future production environments), and Education and Leadership enablement.

Page 6: Application Refactoring and Legacy Transformation (including RDT&E support)

Page 7: Program management/Staffing plan to staff, resource, and adapt/scale to program status, meet OPSEC, classified work performance requirements, and subcontracting. The Staffing Plan shall include ability to initially staff by the second week of March as outlined in technical requirements Section 7.4.1 and be fully staffed for at least 30 participants per cohort every six months, (compounding to at least 200 participants over 3 years), by the middle of April, 2021. The Offeror must also describe the Offeror's ability to rapidly scale to add development and platform teams.

Appendix (no page limit): *If* Offeror provides prior or current experience information in the Whitepaper, the Offeror may provide the required POC information in an appendix which shall not count against the Offeror's page limit. Any information provided in the Appendix other than the POC information will not be considered.

### 3.3 Rough Order of Magnitude Submission Instructions

The ROM shall include the rough estimate of the project's level of effort and cost to complete the requirements outlined in the technical requirements consistent with the Offeror's technical approach. The Offeror shall provide a brief rationale as to how they assessed the ROM.

<b>TABLE 1 – WHITEPAPER FORMAT</b>
<b>(Maximum = 7 Pages)</b>
<b>SECTION 1 – Cover Page, Table of Contents (excluded from the page count)</b>
<b>SECTION 2 – Proposed Technology and Program Strategy (7 pages)</b>
<b>SECTION 3 – Rough order of magnitude cost (excluded from the page count)</b>
<b>SECTION 4- Appendix (if applicable)- prior or current experience POCs</b>

**4.0 Proposal Instructions:** Proposals in response to this Call will be submitted **BY INVITATION ONLY**. Additional information concerning submission instructions and the content and evaluation of such Proposals will be specified by the Invitation Letter from the Government.

## **IV. Whitepaper/Proposal Review and Evaluation Information**

### **1.0 BASIS FOR AWARD**

This procurement will be a best value, full trade-off prototype Other Transaction Agreement (OTA) conducted in accordance with 10 U.S. Code 2371b. An Other Transaction Agreement may be awarded to the Offeror(s) deemed responsible in accordance with 10 US Code 2371b and the Government's responsibility determination, whose proposal conforms to the Call's requirements and is determined, based on the evaluation factors, to represent the best value to the Government. Best value means the expected outcome that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The technical evaluation team will determine a down selection following Whitepaper submissions. The designated Decision Authority will arrive at a best value decision as detailed below. The tradeoff for both Whitepapers and proposal submissions will be made between Factor One Technical which has been established as more important than Factor Two Price. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation criteria and the designated Decision Authority reasonably determines that the expected benefits of the non-price criteria outweigh the price difference. The Government reserves the right to award without Interchange Notices. Therefore, each initial Whitepaper and proposal should contain the Offeror's best terms from a technical and price standpoint. While the Government will strive for maximum objectivity, the selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

Offerors must have a Dunn and Bradstreet (DUNS) number and must register in the System for Award Management (SAM) to obtain a Commercial and Government Entity (CAGE) code. This system verifies identity and ensures that payment is sent to the right party. In general, to invoice and receive payment after award of an OTA, Offerors must register in Wide Area Work Flow (WAWF) through the Procurement Integrated Enterprise Environment (PIEE). The Offeror must be considered a responsible party by the Agreements Officer, and must not be suspended or debarred from such agreement by the Federal Government, or prohibited by Presidential Executive Order, or law from receiving such award. Offerors who attempt to circumvent the eligibility requirements/conditions may be excluded from consideration at the Agreements Officer's discretion. Additionally, although this is not a procurement under the Federal Acquisition Regulations (FAR), as part of the "responsibility" determination, the Agreement Officer may evaluate any and/or all of the criteria discussed in FAR 9.104-1. The Government reserves the right to conduct a Pre-Award Survey or similar, in order to determine Contractor responsibility.

The Government's evaluation strategy is as follows:

The Government is issuing this Call for initial Whitepapers and a Rough Order of Magnitude (ROM) in response to the Government's Problem Statement and technical requirements (see Instructions for Whitepaper Proposal). The Government's Evaluation Criteria for Whitepaper submissions and the ROM is found below. The Government will conduct the Whitepaper evaluation to determine which Offerors will be invited to submit a Stage 2 technical and price proposal based on the stated Whitepaper (Stage 1) evaluation criteria. At the completion of Stage 1, the Government may request proposals to be submitted in accordance with the instructions in

this Call and any additional instructions the Government will provide to Offerors selected to proceed to Stage 2. An Offeror invited to submit a Proposal may receive feedback on their Whitepaper to improve their Proposal submission. Only the most highly rated Whitepapers will be considered for an invitation to submit a full Proposal. Those invited, will receive further instructions on proposal submission and evaluation.

## **2.0 INTERCHANGE NOTICES**

For those Offerors invited to submit a proposal, the Government may initiate interchanges for the purpose of resolving questions about, gaining a better understanding of, or addressing flaws in the proposal. The Government reserves the right to conduct interchanges with some, none, or all of the Offerors if it is determined to be in the best interest of the Government to hold interchanges. In determining whether to conduct interchanges, the Government will consider the correction potential of the proposal, and an Offeror may be excluded from interchanges due to the quality of its initial proposal or quoted price or both. Therefore, each initial proposal should contain the Offeror's best terms from a technical and price standpoint. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal as received, without discussion.

## **3.0 NUMBER OF AGREEMENTS TO BE AWARDED**

The Government intends to award one (1) Agreement to support the Soldier-Led Software Factory; however, the Government reserves the right to make no award, or multiple awards, at all if it is determined to be in the best interest of the Government. The Government intends for the Period of Performance for the Agreement to be a one-year base award followed by four one-year option periods. However, final Agreement CLIN, payment, period of performance, and pricing shall be as negotiated by the parties consistent with the Awardee's proposal, program plan, and the needs of the Government.

Pending successful completion of the prototype effort, the Government may issue a non-competitive follow-on production Other Transaction Agreement pursuant to 10 U.S.C. § 2371b section f. Production may be leveraged in support of the matured Software Factory, and/or to support standup of production-ready other software factory units, consistent with the successfully completed prototyped effort.

## **4.0 REJECTION OF UNREASONABLE OFFERS**

The Government may reject any Whitepaper or proposal that is evaluated to be unreasonable or unrealistic in terms of program commitments, including contract terms and conditions, payment terms or unreasonably high or low in price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program

## **5.0 EVALUATION OF WHITEPAPER SUBMISSIONS**

### **5.1 Evaluation Criteria**

Whitepapers/Proposals will be reviewed by a panel of Government experts and managers. The Government will conduct preliminary screening of submitted Whitepapers to ensure compliance

with the requirements of this Call. As part of the preliminary screening process, Whitepapers that do not meet the requirements may be eliminated from the competition or additional information may be requested by the Agreement's Officer. The Government reserves the right to request additional information or eliminate Whitepapers/ proposals that do not meet these requirements from further consideration without requesting further information.

In accordance with 10 U.S. Code § 2371b paragraph d, the Offeror's Whitepaper (and proposal, if requested) must satisfy at least one of the following conditions to be considered for award:

(A) There is at least one non-traditional defense contractor or nonprofit research institution participating to a significant extent in the prototype project; or

(B) All significant participants in the transaction other than the Federal Government are small businesses (including small businesses participating in a program described under section 9 of the Small Business Act (15 U.S.C. 638)) or non-traditional defense contractors; or

(C) At least one third of the total cost of the prototype project is to be paid out of funds provided by sources other than the Federal Government.

Whitepapers must certify and describe, as applicable, their eligibility consistent with the above requirements.

Following the Government's evaluation of Whitepapers, only the most highly rated Whitepapers will be invited to submit Proposals under this Call. Offerors who are not invited to submit a proposal will not be provided feedback. The Government will notify Offerors who are invited to, and submit, a proposal if they are not selected for award and, may, at its discretion, choose to provide feedback to such non-successful Proposers.

## **6.0 WHITEPAPER EVALUATION FACTORS**

### **6.1 FACTOR ONE– TECHNICAL AND PROGRAMMATIC RELEVANCE**

### **6.2 FACTOR TWO – ROUGH ORDER OF MAGNITUDE (ROM)**

#### **EVALUATION METHODOLOGY**

The Offeror's response will be evaluated on the completeness, feasibility, and credibility of their Whitepaper in terms of their approach and understanding of the technical requirements and Problem Statement. Factor One – Technical is significantly more important than Factor Two – Rough Order of Magnitude. The Government will evaluate the Whitepaper based on the criteria below.

#### **6.1 FACTOR ONE- TECHNICAL – *Technical Merit, Feasibility, and Programmatic Relevance***

This factor is defined as thoroughness and completeness of the proposed approach and probability of achieving the programmatic requirements. The Whitepaper shall clearly and concisely demonstrate that the Offeror has a complete understanding of the requirements. The Offeror shall prepare the Whitepaper based on the assumption that the Government has no

previous knowledge of the Offeror’s capabilities, and shall clearly address how its proposed approach and capabilities will meet the requirements. As part of this factor, the Government will consider: software and Platform as a Service (PaaS) offerings, data suite, technical enablement offerings, education and leadership enablement requirements, application refactoring and legacy transformation, integrated/holistic performance, and program management plan. To be favorably evaluated, the proposed technical approach must be programmatically relevant. - i.e., proposed methodology must align to the program’s *prototype* (development of Army capability) requirements, as opposed to solely delivery/enablement of software development, and the overall intent of the announcement.

*Note: If the Offeror describes any prior or current experience as a means to support Offeror capabilities, the Offeror must provide points of contact information, including name, title, date, telephone number, address, and e-mail address, that the Government may contact for reference and accuracy verification for each identified relevant prior or current experience. The Government may, but is not obligated to, request additional information. The Government may also consider information available to, or collected by, the Government, from any other source.*

This factor will be evaluated based on the following ratings and definitions:

<b>WHITEPAPER SUBMISSION FACTOR ONE: TECHNICAL</b>	
<b>Rating</b>	<b>Definition</b>
Excellent	An <u>excellent</u> rating will be given if the Offeror’s Whitepaper meets, and provides an excellent understanding of, the prototyping and technical requirements, and the overarching approach has a high probability of achieving all or most of the requirements. Whitepaper has significantly more positive than negative attributes.
Good	A <u>good</u> rating will be given if the Offeror’s Whitepaper meets, and provides a good understanding of, the prototyping and technical requirements, and the overarching approach has a good probability of achieving all or most of the requirements. Whitepaper has more positive than negative attributes.
Acceptable	An <u>acceptable</u> rating will be given if the Offeror’s Whitepaper meets, and demonstrates an average understanding of, the prototyping and technical requirements, and the overarching approach has an average probability of achieving all or most of the requirements. Whitepaper does not have more negative than positive attributes.
Unacceptable	An <u>unacceptable</u> rating will be given if the Offeror’s Whitepaper does not meet, and demonstrates little or no understanding of, the prototyping and technical requirements, and the overarching approach has a low probability of achieving all or most of the requirements. Whitepaper has more negative than positive attributes.

To arrive at its rating, the Government will evaluate the Whitepaper against the entire Prototype Project Statement of Need and Technical Requirements section of this Call. The evaluation shall be guided by the below positive and negative attributes, which the Government may assign as appropriate:

### *Supporting Definitions*

**Positive Attributes:** the ability to scale to meet staffing and technical needs described in the requirements; reliance on in-house platform and enablement capabilities versus reliance on third party resellers/subcontracting; relevant technical approach supporting the technical and integrated and holistic prototype requirements; ability to enable and pair with novice software developers to develop software; and ability to enable Government-developed software applications into a production environment from zero infrastructure.

**Negative Attributes:** the inability to scale to meet staffing and technical needs described in the requirements; reliance on third-party resellers/subcontractors versus in-house platform and enablement capabilities; lacking relevant technical approach supporting the technical and integrated and holistic prototype requirements; inability to enable and pair with novice software developers to develop software; and inability to deliver Government-owned software applications into a production environment from zero infrastructure.

## **6.2 FACTOR TWO – ROUGH ORDER OF MAGNITUDE (ROM)**

ROM is defined as an estimate of the project’s level of effort and cost to complete. The ROM will be evaluated as “Yes/No” as to whether the ROM price is reasonable, including costs compared to similar products and work scope for similarly qualified personnel as proposed by the Offeror, and the particulars of the proposed technical approach.

## **7.0 EVALUATION FACTORS FOR PROPOSAL SUBMISSIONS**

Offerors will be invited to participate in Phase 2 by invitation. Offerors shall not submit a proposal unless invited to do so by the Government, and the Government may reject a proposal that does not materially adhere to the previous Whitepaper submission. Offerors invited to submit a proposal will be provided instructions and additional information regarding the proposal evaluation process.

The Government intends to evaluate proposals consistent with the following:

### **FACTOR ONE – TECHNICAL**

#### **7.1.1 Subfactor One – Overarching Technical Approach to Providing Holistic Software Factory Enablement**

**7.1.1.1** Criteria a) Software and Platform Tools

**7.1.1.2** Criteria b) Technical Enablement and Support

**7.1.1.3** Criteria c) Education Program

**7.1.1.4** Criteria d) Integrated and Holistic Approach

#### **7.1.2 Subfactor Two – Practiced Capability (Experience)**

### **FACTOR TWO – PRICE- Total Evaluated Price (TEP)**

**Relative importance of factors and subfactors:** Within Factor 1- Technical, subfactors are equally weighted. All subfactors of Factor One – Technical, when combined, are significantly more important than Factor Two – Price; however, price will contribute substantially to any award decision.

## **EVALUATION METHODOLOGY**

The Offeror's proposal will be evaluated on the completeness, feasibility, and credibility of their proposal in terms of their approach, capability, and understanding of the technical (including prototyping) requirements and Problem Statement. The Government Technical Team will evaluate the technical volume of the Offeror's proposal based on the criteria below.

### **7.1 FACTOR ONE – TECHNICAL**

#### **7.1.1 SUBFACTOR ONE – OVERARCHING TECHNICAL APPROACH TO PROVIDING HOLISTIC SOFTWARE FACTORY ENABLEMENT**

The Offeror's technical proposal shall be evaluated to ensure that it addresses all of the Prototype Project Statement of Need and technical requirements. The Government intends to evaluate proposals based on the Offeror's approach to the following equally weighed aspects of the technical approach, defined below, to meeting the Need and requirements:

##### **7.1.1.1 Criteria a) Software and Platform Tools**

The Software and Platform Tools is defined as the enabling software, cloud, platform, and IT tools to build and deploy software for the Software Factory. The Software and Platform Tools will be reviewed in reference to the technical requirements and Problem Statement.

##### **7.1.1.2 Criteria b) Technical Enablement and Support**

Technical Enablement and Support is defined as the platform, application, and laboratory enablement provided on a 1:1 basis to beginner and novice-level Soldier developers in support of Software Factory. The Technical Enablement and Support requirements include all aspects that provide technical assistance in both application and platform engineering and scaling an organic future force design of Soldier-Led agile software development. This criteria will be reviewed in reference to the technical requirements and Problem Statement.

##### **7.1.1.3 Criteria c) Education**

The Education criteria is defined as an intensive, accelerated and tailorable learning program to provide Army personnel with practical proficiency in full stack software development, UX/UI design, product management, and platform engineering. This criteria will be reviewed in reference to the technical requirements and Problem Statement. The Offeror may incorporate third party materials into the education program, but the Government requires the education program to be customized to the integrated enabling and prototyping efforts. The Government's requirement is not for stand-alone training.

##### **7.1.1.4 Criteria d) Program Management Plan and Integrated and Holistic Approach**

In addition to review of each of the above criteria a-c individually, the Government shall evaluate the extent to which the proposal offers a holistic and integrated approach to the platform, technical/engineering pairing enablement, and educational training. This effort requires pairing a developer-friendly platform with seamlessly integrated platform, application, cybersecurity, and technical writing enablement, augmented by a customized extensive education program, such that the platform, enabling functions, and training/education operate seamlessly to create a comprehensive and integrated prototyping effort. A "piece-meal" approach may be rated lower whereas the Government determines it creates risk of inherent silos created by the dozens of processes at a software factory, disconnects between platform and enablement, and/or

to the program which needs to flexibly adapt performance across all integrated enabling functions as part of the fluid prototype program status. The Offeror’s proposal shall address its approach to this integrated and holistic requirement.

As part of this criteria, the Government will also consider the Offeror’s intent to subcontract performance, and may determine proposed subcontracting does not meet, or risks, the Government’s requirement for an integrated and holistic approach.

Subfactor One will be evaluated using the following ratings and definitions:

<b>PROPOSAL SUBMISSION SUBFACTOR ONE: TECHNICAL APPROACH</b>	
<b>Rating</b>	<b>Definition</b>
Excellent	An <u>excellent</u> rating will be given if the Offeror demonstrates an excellent understanding of the requirements and the overarching approach has a high probability of achieving all or most of the requirements.
Good	A <u>good</u> rating will be given if the Offeror demonstrates a good understanding of the requirements and the overarching approach has a good probability of achieving all or most of the requirements.
Acceptable	An <u>acceptable</u> rating will be given if the Offeror demonstrates an average understanding of the requirements and the overarching approach has an average probability of achieving all or most of the requirements.
Unacceptable	An <u>unacceptable</u> rating will be given if the Offeror demonstrates little or no understanding of the requirements and the overarching approach has a low probability of achieving all or most of the requirements.

**7.1.2 SUBFACTOR TWO – PRACTICED CAPABILITY (Experience)**

Practiced Capability is defined as the Offeror’s prior (and/or current) experience executing work the same or similar to the Prototype Project Statement of Need and Technical Requirements, including in standing up an organic in-house software development capability. In addressing this sub-factor, Offerors shall discuss, and the Government will evaluate:

- 1) Experience executing the same or similar requirements for enablement and support described in this Call at scale; and
- 2) Experience teaching the required skills to, and standing up/enabling, novice/non-professional developers/ organizations. Teaching how to build a successful and self-sustaining Software Factory from no existing footprint as opposed to simply staffing a Software Factory or being handed a "Software Factory in a box" is the critical task of this effort. Without learning the “how,” the stated goals of creating a digital proficient Army cannot be achieved and the Army will continue in the current, third-party dependent state at great risk to the future operating environment; and
- 3) Experience enabling in-house software developers to organically develop loosely-scoped applications that enter production, or in a production-like setting (I.e., successful move of in-house developed applications to production and into the hands of end-users).

The Government reserves the right to verify the accuracy of any Offeror-provided experience, and may also consider information available to, or collected by, the Government, from any other

source. If such information from another source is determinative of the Government’s rating for this subfactor, then prior to finalizing the rating, the Government will provide the Offeror an opportunity to address such information.

*Note: The Offeror must provide sufficient information to demonstrate capability for the Government’s evaluation. The Offeror must provide the dates of the referenced experience, and points of contact information, including name, title, date, telephone number, address, and e-mail address, that the Government may contact for reference for each identified relevant prior or current experience. The Government may, but is not obligated to, request additional information. The Offeror may include, and the Government will consider, prior or current experience of proposed key personnel and/or predecessor companies, if/as applicable. If the Offeror is proposing as a joint venture, the Offeror must clearly demonstrate each member’s experience for the portion or type of effort that company will perform or support.*

Subfactor Two will be evaluated using the following ratings and definitions:

<b>PROPOSAL SUBMISSION SUBFACTOR TWO: PRACTICED CAPABILITY</b>	
<b>Rating</b>	<b>Description</b>
Excellent	An <u>excellent</u> rating will be given if the Offeror demonstrates they have successfully performed (and/or are currently performing) all the performance requirements as outlined above at scale.
Good	A <u>good</u> rating will be given if the Offeror demonstrates they have successfully performed (and/or are currently performing) most of the performance requirements as outlined above at scale.
Acceptable	An <u>acceptable</u> rating will be given if the Offeror demonstrates they have successfully performed (and/or are currently performing) some of the performance requirements as outlined above but not at scale.
Unacceptable	An <u>unacceptable</u> rating will be given if the Offeror has performed (and/or are currently performing) little or none of the performance requirements as outlined above.

## **7.2 FACTOR TWO –PRICE**

The Price will be evaluated based on the TOTAL EVALUATED PRICE (TEP). The Total Evaluated Price for award purposes will be the sum of the total prices proposed including all option periods. All options under the contract will be evaluated as indicated above; however, evaluation of options shall not obligate the Government to exercise such options. (NOTE: All options shall be priced.)

Additional information concerning price submission instructions, the required content of such Proposals, and the Government’s evaluation, will be specified by the Invitation Letter from the Government.

In determining TEP, the Government will also conduct a price reasonableness determination.

The Government shall not award to any Offeror whose proposal does not provide a reasonable price. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness may be established through competition and/or through cost and price analysis techniques.

The Government may determine that an offer is unacceptable, and therefore un-awardable, if prices are found not to be fair and reasonable. As part of its price reasonableness determination, the Government may also consider unbalanced pricing, which may increase performance risk and could result in payment of unreasonably high prices when compared to Government estimates. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated.

### **7.3 AWARD DETERMINATION**

Following the evaluation of Proposals, the Government anticipates making award to the Proposal or Proposals received determined to provide the best value in accordance with the evaluation process and criteria, above. The Government reserves the right to make no awards or to make multiple awards.

Should a Proposal be selected for award, only a signed Agreement from a Government authorized Agreements Officer constitutes an official award. Any other notification or correspondence is not considered an official award and is not sufficient as authorization to proceed with performance. The Government is not required to provide a notice or feedback to those Offerors whose proposal submissions are not selected for award.

## **VI. Agency Contact**

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