

**Request for Solutions:  
Virtual Education Center (VEC) Prototype Project**

**22 April 2021**

**1. Purpose and Authority**

This Request for Solutions (RFS) is seeking vendors for an Other Transaction Authority (OTA) agreement, for the Virtual Education Center (VEC) Prototype Project for the Defense Health Agency (DHA).

The Government will evaluate the solutions with the intent to competitively award one or multiple Other Transaction (OT) Agreements for prototype projects through the Training and Readiness Accelerator (TReX) Consortium in accordance with the authority of 10 USC §2371b.

**2. Summary and Background**

The DHA Education and Training Directorate is responsible for driving a unified MHS learning continuum to include supporting the Health-Related Quality of Life (HRQOL) capability: Patient Perception of General Health; patients lack an easily accessible, validated resource that will provide answers to questions that inevitably arise between appointments. In addition, there is a lack of resources to reinforce and validate the information they received from their provider to enable an informed decision-making process and patient empowerment of their general health. This void is particularly large for military specific patient education.

There is a need for patients to have access to virtual education materials at appropriate literacy levels and multiple languages that enables access to guided instructions and information on the following topics (not all inclusive):

- a. How best to execute prescribed practices (for example discharge instructions)
- b. Improve their overall health
- c. Gain accurate knowledge on their diagnosis
- d. Potential treatment options

The ability for patients to access this material in a virtual environment with a potential to integrate with the government approved Electronic Health Record/portal to suit any learning needs that are 508 compliant and meeting government cyber security directives, which, will help improve the HRQOL capability: Patient Perception of General Health.

In order to deploy a patient-centered, reliable tool that users and health care providers throughout the Military Health System (MHS) will use, DHA intends to utilize a prototype approach to research, design, develop, demonstrate, refine, and validate a VEC which provides tools for patients to help them be more involved in

their care and to help improve patient outcomes. The DHA anticipates this to be an unclassified prototype effort.

### **3. General Information**

3.1. Vendors interested in responding to this RFS must be members of the Training and Readiness Accelerator (TRex). Information about membership can be found at the following webpage: <https://nstxl.org/membership/>

3.2. The cost of preparing and submitting a response is not considered an allowable direct charge to any Government contract or agreement.

3.3. An individual vendor may not submit more than one comprehensive response to this RFS as a Prime. A vendor may participate as a subcontractor to multiple responses.

3.4. Non-compliance with the submission instructions provided herein may preclude the vendor from being considered for award.

3.5. All Government participants and advisors in the evaluation process will file NDAs.

### **4. Government Furnished Information (GFI)/ Government Furnished Property (GFP)**

4.1. The Government will make available Attachment 1, VEC Capability Statement of Need, for use during Solution preparation. In order to obtain the documentation, the vendor shall submit a request in writing to [INITIATIVES@NSTXL.ORG](mailto:INITIATIVES@NSTXL.ORG), with "Beyond 3D Prototype" used in the subject line.

4.2. The GFI (Attachment 1) contains the Distribution C Statement\* and requires the vendor to be vetted prior to obtaining the GFI. The vendor is required to complete the Vendor Self Vetting Form (Attachment 8) along with completing and signing the GFI Tech Data Distribution Agreement (Attachment 7) which includes further guidance regarding the handling of the GFI. Upon approval, the vendor will be provided the GFI (Attachment 1).

\*GFI Distro: The Government anticipates Distribution C, "To U.S. Government Agencies and their Contractors", Controlled Unclassified Information (CUI) for the VEC effort related to Personal Identifiable Information (PII), and Protected Health Information (PHI). The Government anticipates this project to be at the UNCLASSIFIED level. The Government will provide the vendor with Security Classification Guides (SCGs) related to the technology developed under the VEC effort, to ensure that classified information is not inadvertently created by the vendor during execution of the project. There will be no PHI, PII, and HIPAA information used in Phase 1. We will test on unidentifiable pseudo virtual patients.

4.3. Furthermore, vendors must provide a list of all Government Furnished Information (GFI) / Government Furnished Equipment (GFE) that the vendor believes is critical to enable development and demonstration of prototype. The Government cannot guarantee that all GFI / GFE requests can/will be accommodated.

## **5. Evaluation Phases**

There will be two evaluation phases:

5.1. Phase I – Vendors will provide a Solution Paper outlining their unique solution and approach to meeting the appropriate requirement set. The pool of vendors will be down-selected to a smaller group that will participate in Phase II of the evaluation.

5.2 Phase II – Virtual Solution Demonstrations of the down-selected vendor solution(s). It is anticipated that a list of questions will be provided prior to the demonstrations/presentations based on the initial Phase I Solution Paper responses, which will assist vendors in demonstrating their solutions. Schedule of the vendor virtual solution demonstrations will be provided with an Amendment following the Q&A period.

## **6. Solutions Paper Responses**

Solution Paper responses shall include a combined Technical and Price volume. Responses shall be submitted in an editable/executable (not scanned) Word/Adobe PDF format and limited to no more than 20 standard size (8 ½" X 11") pages for the total volume count using standard 12-point Arial font. No more than 3 foldouts are allowed with a page size of 11"x17" and will be counted towards the 20-page limit. Charts or figures are not bound by the 12-point font requirement but shall be clearly legible. If the solution exceeds the page limitation, the Government may choose not to read any information exceeding the 20-page limit and the information may not be included in the evaluation of the solution. The Cover Pages, OCI & Mitigation Plan, FOCI Documentation, Table of Contents, Sub-Vendor List, IMS, Acronyms, and Data Rights Assertion are not included in the page total. All PDF's will be editable (not locked).

Technical and Pricing Sections

- Cover Page
- Nontraditional status
- Foreign Owned, Controlled or Influenced (FOCI) status
- Organizational Conflicts of Interest and Mitigation Plans
- Sub-Vendor List
- Vendor Experience
- Solution Paper

- Government Desired Rights in Technical Data and Computer Software
- Anticipated Delivery Schedule
- Pricing Breakdown
- Basis of Estimate (BOEs) for the entire effort
- Integrated Master Schedule (IMS) for the entire effort

## 6.1 Cover Page

The cover page shall include the vendor's name, Commercial and Government Entity (CAGE) Code (if available), NAICS Code, Business Size, address, primary point of contact, and status of U.S. ownership. NAICS code for this effort is 541512.

### 6.1.1 Nontraditional Status

The vendor shall provide its nontraditional business status or its ability to meet the eligibility requirements of 10 U.S.C. §2371b. The vendor shall check **one** of the following boxes – with appropriate justification if needed.

- There is at least one nontraditional defense contractor or nonprofit research institution participation to a significant extent in the project.
- All significant participants in the transaction other than the Federal Government are small businesses or nontraditional defense contractors.
- At least one third of the total cost of the project is to be provided by sources other than the Federal Government.

If the vendor is not a nontraditional defense contractor (NDC) additional information is needed. Vendor shall provide the name and CAGE code information for the NDC. Additionally, the vendor shall provide what portion of the work the NDC is performing and an explanation of how the prototype would not succeed based on the portion of work performed by the NDC.

Definition of Nontraditional – an entity that is not currently performing and has not performed, for at least one-year period preceding the solicitation of sources by the Department of Defense (DoD) for the procurement or transaction, any contract or subcontract for the DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C §1502 and the regulations implementing such section.

### 6.1.2. Foreign Ownership, Control, or Interest (FOCI) Status

In accordance with RFS Attachment 2, Security Process for Vendor Vetting, a certification must be included that the vendor (and subcontractor(s)) are not Foreign Owned or under USA FOCI status (and are not in merger or purchasing discussions for a Foreign company or USA FOCI Company). Should a prospective vendor be unable to so certify, they will be ineligible for award unless the mitigating circumstances in Attachment 2 Security Process for Vendor Vetting are met. In such a case, these mitigating circumstances shall be detailed in an appendix.

Security Vetting: All vendors who want to compete, bid, or team with others for this effort must be willing to comply with the PEO STRI Security Process for Vetting. All vendors (Prime and Subs) and or offerors must be vetted for eligibility, suitability, national status e.g., Foreign or USA Foreign Owned, Controlled and Influenced (FOCI) prior to the receipt of any award instrument.

#### 6.1.3. Organizational Conflicts of Interest and Mitigation Plan

Vendors will submit an Organizational Conflict of Interest (OCI) Mitigation Plan via an appendix. In the event there are no real or perceived OCIs, simply state so and annotate what actions would be taken in the event that one is realized.

#### 6.1.4 Sub-Vendor List

Vendor shall provide a list of all sub-vendors involved and their role within the performance of your submission as an appendix (which will not count towards the page count). The list shall include business size, traditional or non-traditional status, FOCI status and OCI.

#### 6.1.5 Vendor Experience

Vendor shall describe their company or team's, recent and relevant previous experiences developing and deploying an e-learning system similar to the required work of this prototype project. Projects worked in the last three years are considered recent.

### 6.2 Solution Paper

Solution Paper responses shall include the vendor's proposed technical solution clearly describing the approach, feasibility and technical risks and mitigation solutions identified in fulfilling the Project Technical Objectives and associated deliverables identified below. The approach shall clearly address planned documentation deliverables (including format and content) and any planned demonstrations, design reviews (including product line quality factors such as agility and reuse), feasibility of implementation, total project risk, and management reviews.

#### 6.2.1 VEC Technical Overview:

DAD E&T seeks to provide a platform that:

- a. Enables providers, patients, and family members across the MHS access to a virtual environment for provider and beneficiary collaboration in a secure setting.
- b. Promotes wellness, increase access to care and patient education, guides patients to events, MTF resources, and all vital information for patients.
- c. Consolidate/standardize all patient and clinical education across all DHA leading to increased access with validated content across all military branches.

- d. Provides management of consolidated education materials for patient education to include, but not limited to, written, audio, video, visual patient materials, audio materials and supportive avatar interactive capability.

Deficiencies in clinical patient educational content and non-standardized content can cause divergence from the care pathway prescribed from providers. Further, increased costs can be incurred due to unnecessary patient workups, imaging, and procedures leading to decreased patient satisfaction and potentially the compromising of patient safety. The centralized capability approach described will allow for the standardization of all VEC activities by rapidly updating, configuring, and revising clinical education content, analytics, media, and documentation artifacts that clinicians use to care for patients. By ensuring that the most up-to-date information is available for patients and providers, the MHS goal is to achieve improved Patient Perception of General Health. The VEC mission of promoting wellness/increased access/access to materials will produce standardized quality patient education content needed to bridge the current capability gap.

The E&T will be the lead directorate to manage the consolidation of all patient education, governance, and activities. The Program Manager for Medical Simulation & Training (PM MST) will be the Project Management Office (PMO) and will manage the acquisition, testing, production, fielding, and sustainment of the VEC solution. The Chief Medical Modernization and Simulation Division (MMSD) is responsible for producing all reports on collaborative tools or service usage of virtual clinical educational content artifacts and documents.

A **phased, prioritized approached** to these gaps will afford the E&T the opportunity to work across the MHS and collaborate with patient education contributors/governance, users, and other agencies as needed to establish compliant and regulatory statutes. This will allow for ease of accessibility for all customers and provide optimal user interaction with the virtual environment. The selected vendor(s) will work with this governance group to support this effort.

#### 6.2.2 DHA VEC Objectives (Phases):

A phased approach will afford DHA E&T the opportunity to work across the MHS and collaborate with patient education contributors/governance, users, and other agencies as needed to establish compliant and regulatory statutes. The VEC capability will allow for ease of accessibility for all customers and provide optimal user interaction with this virtual environment. The phased approach is as follows:

\*\*\*The responses to this RFS should primarily focus on **Phase 1**

Phase 1: Focused on patient education, two-dimensional rendering content service platform capable which will be accessed via a web service platform and/or mobile platform capability. This phase will include multiple learning modalities, including, but not limited to videos, audio, podcasts, and printable media. Further, the VEC at this

stage shall provide a web link to other approved government/industry websites utilizing this platform.

Phase 2: Incorporate education for providers, nurses, clinical staff, other appropriate staff, and military specific education as directed by the government. The VEC content will be accessible and integrated securely which will utilize government approved services/platform to document interactions between provider and patient. The user experience will allow for content services to be accessible by secure approved government systems and applications for current clinical patient educational content and documentation.

Phase 3: Three-Dimensional, interactive space – link to the virtual medical center for online group classes, communication with providers, avatars\*, conference/meeting rooms, and clinics for virtual health educational information. This interactive initiative shall provide communication alerts to the user. The system shall provide feedback to the provider. Ultimately, the intent of Phase 3 shall provide synchronization with government approved services/platform to document interactions between current patient portal efforts and current virtual health efforts.

### Example of Virtual Education Center Organizational Overview

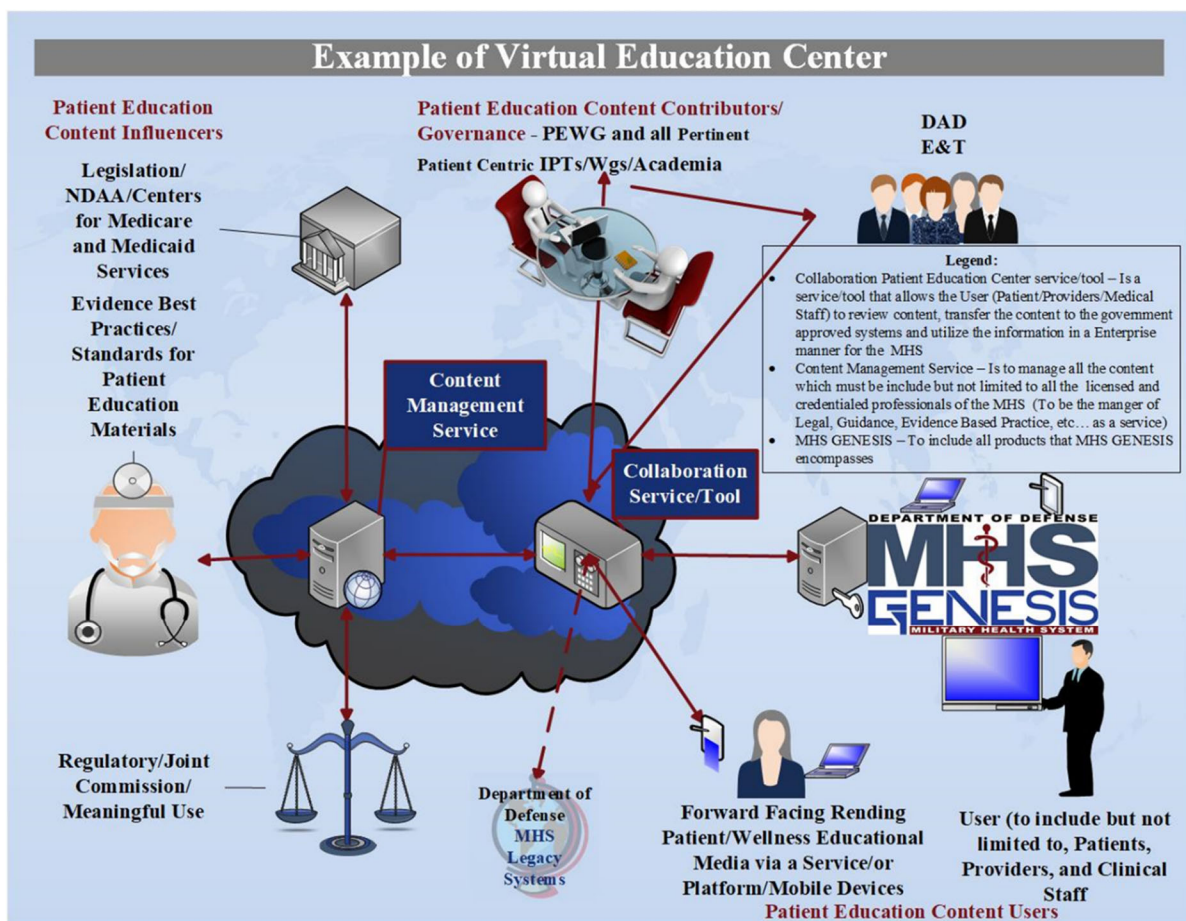


Figure 1 – Example of Virtual Education Center Organizational Overview

*(NDAA – National Defense Authorization Act, PEWG – Patient Education Working Group, DAD E&T – Deputy Assistant Director for Education and Training, MHS – Military Health System)*

Figure 1. Example of Virtual Patient Education Center is an example of how the VEC could be organized. Inputs into the system will be provided by patient education content influencers and patient education content contributors and governance. These inputs will provide content management services (validated resources for patient education leading eventually to clinician education). The VEC will ultimately include the capability to be a collaboration service/tool between providers, patients, and clinicians all within a virtual environment. The outputs will include synchronization with government approved services/platform to document interactions between current patient portal efforts and current virtual health efforts. Users will range from patients to providers to clinical staff.

For more information regarding the technical requirements of each phase as well additional prototype project information and intent, please see Attachment 1 VEC Capabilities Statement of Need.

The following identifies DHA's intent for each of the objective/phase areas:

- a) The Government intends to complete each objective/phase, in an agile fashion, with continued iteration based on operational feedback and success in meeting technical objectives. However, objectives will be heavily influenced by individual solutions proposed. The Government's intent is for the Other Transaction Agreement(s) OTA(s) issued in accordance with this RFS to be firm fixed price with clearly defined milestones. Each objective will also have test, validation, & verification stages.
- b) The agreement(s) will provide a mutually beneficial plan between the Government and the vendor to deliver the capability incrementally as outlined within the vendors solution.
- c) Vendors shall include their anticipated delivery milestone schedule reflecting their individual solution(s) in an agile fashion as it relates to each of the objectives/phases. These deliveries will include documentation, source code, executable code as needed to support incorporation into the DHA unclassified systems. For capabilities and/or concepts that require additional development, those objectives and timeframes should be explicitly stated.

DHA anticipates working with the selected vendor(s) to determine how each of these steps will be implemented and executed for the best possible outcome for the success of the project.



As outlined in Attachment 1, the VEC initiative will be required to coordinate and synchronize with other DHA education efforts. In order to facilitate this, the DHA intends to stand up a VEC integrated project team (IPT) that allows for synchronization across these existing DHA education efforts. These efforts include but are not limited to the MHS Genesis Patient Portal – Cerner Exit Care, and Tricare Online. The government representation on the VEC IPT will be the primary point of contact (POC), coordinator(s), and decision makers for the vendor(s) selected for the VEC prototype effort.

### 6.3 Data Rights, Intellectual Property, and Planned Terms and Conditions:

The DHA desires Government Purpose Rights in all technical data (including computer software documentation) and computer software developed under any OT associated with this effort, for, at most, a five-year period. The five-year period, or such other period as may be negotiated, will commence upon execution of the OT that required development of the technical data (including computer software documentation) and computer software. Upon expiration of the five-year (or other negotiated period), DHA desires unlimited rights in the technical data (including computer software documentation) and computer software. Printed deliverable (e.g., printed hardcopies, .doc, web-based html, etc.) will be labeled accordingly and contain all appropriate markings associated with the distribution classification.

DHA intends to stimulate advances in technology and innovation through open-source software. Reusable and open-source software submitted as part of a proposed solution is subject to the applicable open-source license. The Government's rights in technical data (including computer software documentation) and computer software, shall not interfere with the vendors' rights in such technical data and computer software, including the right to license others.

DHA intends to maintain and modify system(s) developed or delivered under any OT awarded in accordance with this RFS using Government personnel and third-party contractors. The vendor shall analyze feasible non-proprietary solutions and incorporate them when applicable to the effort. This includes, but is not limited to, software rights, technical data, source code, drawings and other product definition data, manuals, warranties, and integration efforts.

In its proposal, the vendor for any OT awarded in accordance with this RFS shall analyze feasible non-proprietary solutions and incorporate such solutions into its proposed solution when practicable. This preference for non-proprietary solutions applies to any technical data (including computer software documentation) and computer software developed or delivered under the OT. The vendor shall clearly state all assumptions made during development of its proposal.

The vendor shall provide a data rights assertion table, attachment 4, for all technical data (including computer software documentation) and computer software to be developed or delivered under the OTA. The data rights assertion table shall identify at the lowest segregable level the technical data (including computer software documentation) and computer software to be developed or delivered under the OT, the vendor's assertion as to the government's rights in each item of technical data (including computer software documentation) and computer software, the basis for such assertion, and the name of the person asserting any restrictions.

For any technical data (including computer software documentation) or computer software in which the vendor asserts DHA will have less than Government purpose rights, the vendor shall provide the open source, commercial, or other license it asserts is applicable. The vendor's assertions, including any assertions of its sub-vendors or suppliers must be submitted as an attachment to its Solution Paper. The tables must be completed in the format set forth in the attachment, dated and signed by an official authorized to contractually obligate the vendor. If additional space is necessary, additional pages may be included. There is no page limit for the Data Rights Assertions Tables, and they do not count against the proposed technical solution page limitation.

Further, DHA desires that vendors provide pricing to acquire Government Purpose Rights in any technical data (including computer software documentation) or computer software not developed under the OT, to be delivered with limited or restricted rights. Any OT issued in accordance with this RFS shall include an option to purchase such Government Purpose Rights upon successful delivery of the prototype.

All technical data and information developed under this effort should be marked with the appropriate marking in accordance with DoDI 5320.24, Distribution Statements on Technical Documents. This generally should be marked with "DISTRIBUTION STATEMENT C". The Government anticipates the distribution of Controlled Unclassified Information (CUI) related to the VEC effort related to Personal Identifiable Information (PII) and PHI. Distribution authorized to U.S. Government agencies and their contractors (Administrative Use) (1 Mar 2021). Other requests shall be referred to DHA."

#### 6.4 Anticipated Delivery Schedule

The vendor shall include the anticipated delivery dates with their solution that includes all VEC Prototype capabilities and completion dates for all tasks and task stages as described in the RFS.

#### 6.5 Cost and Pricing Breakdown

Vendors shall submit a firm-fixed price amount for its solution, further divided into severable milestones for all phases. The Government is not dictating a specific price mechanism. However, proposed payments should be linked to clearly definable,

detailed milestones in each phase. It should be clear, with sufficient detail, what is being delivered at each milestone. The vendor's pricing milestones may vary from the defined decision points, depending on the proposed solution. Milestones should be established and priced in a manner that enables milestone efforts be worked concurrently. Each milestone price should reflect the anticipated value the Government will receive toward accomplishment of the OTA goals and objectives at the time the milestone is completed. The price volume has no page number limitation.

## 6.6 Basis of Estimate

## 6.7 Integrated Master Schedule

An IMS shall be provided, using Microsoft Project. The IMS should be resource loaded with each task including a predecessor (if applicable), and correlate to the Basis of Estimates (BOE). The IMS may be attached as an appendix file. The IMS is not included in the total page count and page count is unlimited.

## 7. RFS Response Instructions

The Government intends to make one or more OT awards as a result of this RFS.

7.1 All questions related to this RFS shall be submitted utilizing the Vendor Questions Form provided in Attachment 3. Questions must be submitted via email to [initiatives@nstxl.org](mailto:initiatives@nstxl.org), with "VEC DHA Prototype Vendor Questions" in the subject line.

7.2 Questions must be submitted no later than 12:00 PM ET on 3 May 2021. Questions received after the deadline may not be answered. Questions shall not include proprietary data as the Government reserves the right to post submitted questions and answers, as necessary (and appropriate) to facilitate vendor solution responses.

7.2.1 The Government reserves the right to post submitted questions and answers, as necessary (and appropriate) to facilitate vendor Solution Paper responses. Submitted questions will be posted without identifying company names.

7.3 Solution Responses shall be submitted no later than 12:00 PM ET on 17 May 2021. Solution Responses shall be submitted electronically to [initiatives@nstxl.org](mailto:initiatives@nstxl.org), with "VEC DHA Prototype" used in the subject line. Any submissions received after this time on this date may be rejected as late and not considered.

7.3.1 Vendors must clearly state assumptions made within their response. Vendors are encouraged to challenge any Government assumptions or restrictive requirements in its individual solution and should articulate any major discrepancies

between the RFS and its technical solution. Should a vendor's solution require a change in policy and/or statute, the vendor shall outline within their technical volume, and describe why the change is needed to realize the benefit of the vendor's prototype (and potential production).

7.3.2 Vendor's solutions shall be valid for at least 180 days after submission.

## **8. Evaluation and Selection Process**

8.1 Solution papers will be evaluated with consideration given to the vendor's ability to provide a clear description of the proposed solution, technical merit of the response, feasibility of implementation, vendor's experience, and total project risk. The proposed project price, delivery schedule, and data rights assertions will be considered as aspects of the entire response when weighing risk and reward.

8.2 The Government will evaluate the degree to which the submission provides a thorough, flexible, and sound approach in response to the ability to fulfill the requirements.

Interested vendors are requested to provide proposed solutions outlining the following:

- Technical Merit – The vendor's technical analysis and design approach to carry out the project requirements.
- The vendor's past experience designing, developing, prototyping, and producing cloud-based, interactive, personalized education and learning virtual systems.
- The vendor's capability to handle simultaneous development and production efforts for multiple VEC scenarios.
- The vendor's capability and experience with managing clinical educational content.
- The vendor's capability to acquire compliance with DOD/DHA Cybersecurity, Risk Management Framework and HIPAA Security as it applies to PHI and PII using current FEDRAMP Joint Authorization Board (JAB) Provisional Authorization (PA) and/or a DoD PA (i.e., DISA PA).
- The vendor's past experience working with the Government in an agile and adaptable manner through collaboration and iteration.
- Management Capabilities to include: Team composition/personnel and sub-vendor involvement, including a description of subcontractor tasks, as well as manufacturing capabilities and facilities.
- An Integrated Master Schedule (IMS) for the entire effort.

For each technical objective, a proposed manning level containing labor categories and direct labor hours broken down per month and tied to the IMS with an accompanying Basis of Estimate for the labor-hours. The technical response is expected to clearly outline the appropriate assertion rights in technical data, computer software and software documentation that will be delivered with the

solution.

### 8.3 Pricing Solution

Vendors shall submit a fixed price amount price for its solution, further divided into severable milestones. The Government is not dictating a specific price mechanism. However, proposed payments should be linked to clearly definable, detailed milestones in each phase. It should be clear, with sufficient detail, what is being delivered at each milestone. The vendor's pricing milestones may vary from the defined decision points, depending on the proposed solution. Milestones should be established and priced in a manner that prohibits milestone efforts from being worked concurrently. Each milestone price should reflect the anticipated value the Government will receive toward accomplishment of the OTA goals and objectives at the time the milestone is completed. The price section has no page number limitation.

### 8.4 ROM

Vendors shall provide a ROM pricing for potential follow-on production activities as described in Section 9: Follow-on Production. Please note, the Follow-On ROM will assist in future planning efforts for potential follow-on efforts. The Follow-On ROM is not part of the evaluation.

### 8.5 Selection Process

The Government anticipates to down select the number of vendors during the solution(s) evaluation process to those with the most technically feasible proposed solutions in order to hold expanded discussions, presentations, and/or demonstrations on the proposed solution(s). The Government reserves the right during the evaluation process to enter into negotiations and award to one or more vendors without discussions with all vendors.

The Government will review each vendor's submittal against the evaluation criteria, with major consideration given, in no specific order of importance, to the technical merit (including product line quality factors such as agility and reuse), feasibility of implementation, and total project risk. The proposed project price, delivery schedule, and data rights assertions will also be considered as aspects of the entire response when weighing risk and reward. Further, the Government will evaluate the degree to which the proposed concept provides an innovative, unique – yet realistic and sustainable - approach to meeting the VEC DHA Prototype technical capabilities and objectives.

Assessment of risk is subjective. If the risk is obvious or the schedule seems overly aggressive, the Government will consider that in the total risk assessment. Vendors are responsible for identifying risks within their submissions, as well as providing specific mitigation solutions. If sufficient validation of the proposed information is not

provided, the Government may reject the submission.

Unsupported assertions will be discounted by the evaluators. Technology and Manufacturing Readiness Levels will be considered when weighing the benefit of the proposal

The Government anticipates awarding one or more OT prototype project(s), through TReX, to the vendor or vendors that propose(s) a solution that best satisfies the Government's objectives.

The Government reserves the right to award to a vendor that does not meet all of the requirements but provides attributes or partial solutions of value.

In making the final decision it may become necessary to compare the proposals of each vendor against the other, but the Government anticipates that its decision is more likely to be made based on each vendor's submittal as evaluated against the criteria described above and a determination of which proposal(s) is/are determined to be the most advantageous to the Government.

Responses will be evaluated by Government personnel with SETA personnel acting as advisors. All non-Government advisors will only have access to the information corresponding to their area(s) of expertise. Advisors will not have access to the price information of the response.

The following companies will have non-Government personnel advising:

Council for Logistics Research, Inc.  
1850 Towers Crescent Plz Ste 550  
Vienna, VA 22182-6239

Dawson, LLC  
8350 Broad St.  
Tysons Corner, VA 22102

Premier Solutions HI  
Northampton Executive Center  
1300 Diamond Springs Road, Suite 108  
Virginia Beach, VA 23455

ASRC Federal  
11091 Sunset Hills Rd Suite 800  
Reston VA 20190

## **9. Additional Information**

### 9.1 Export Controls

Research findings and technology developments arising from the resulting proposed solution may constitute a significant enhancement to the national defense and to the economic vitality of the United States. As such, in the conduct of all work related to this effort, the recipient will comply strictly with the International Traffic in Arms Regulation (22 C.F.R. §§ 120-130), the National Industrial Security Program Operating Manual (DoD 5220.22-M) and the Department of Commerce Export Regulation (15 C.F.R. §§ 730-774).

9.2 Interaction and/or Disclosure with Foreign Country/Foreign National Personnel  
The Vendor should comply with foreign disclosure processes described in US Army Regulation (AR) 380-10, Foreign Disclosure and Contacts with Foreign Representatives; Department of Defense Directive (DoDD) 5230.11, Disclosure of Classified Military Information to Foreign Governments and International Organizations; and DoDD 5230.20, Visits and Assignments of Foreign Nationals.

9.3 By submitting a response, respondents shall certify whether covered telecommunications equipment or services **will or will not** be included as a part of its offered products or services to the Government in the performance of this effort. RFS Attachment 9 includes additional detail regarding the representation which must be signed and returned with any submissions.

9.4 All submissions will be unclassified. Submissions containing data that is not to be disclosed to the public for any purpose or used by the Government except for evaluation purposes will include the following sentences on the cover page:

*“This submission includes data that will not be disclosed outside the Government, except to non-Government personnel for evaluation purposes, and will not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this submission. If, however, an agreement is awarded to this Company as a result of -- or in connection with -- the submission of this data, the Government will have the right to duplicate, use, or disclose the data to the extent agreed upon by both parties in the resulting agreement. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”*

9.5 Each restricted data sheet should be marked as follows:

*“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this submission.”*

## **10. Sustainment and Follow-on Activities**

It is anticipated that one or more OTs, will be issued. Iterative prototyping is anticipated after the initial period of performance. Further prototyping will likely require the system to connect to USG classified and/or unclassified networks as well

as transmit classified and unclassified information.

Upon successful completion of the prototype(s), the DHA anticipates deploying this solution across multiple domains which, along with the actual installation, may require some level of life cycle maintenance to sustain prototype capabilities. Follow-on activities could include system and software updates, life cycle maintenance, evolving training requirements and technology insertion.

The Government anticipates a follow-on production contract or transaction may be awarded to the vendor without the use of competitive procedures. Successful completion will be defined in the negotiated Statement of Work (SOW) for this prototype project. Successful completion will occur when the prototype has been validated and is accepted by the Government.

Further, the government reserves the right to determine part, or all of the prototype project is successfully completed if the vendor shows a particularly favorable or unexpected result justifying the transition to production.

## **11. Attachments**

Attachment 1, VEC Capability Statement of Need, Distro C

Attachment 2, Security Process for Vetting Contractors

Attachment 3, Questions Form

Attachment 4, Data Rights Assertions Tables

Attachment 5, Data Rights License Terms and Definitions

Attachment 6, Terms and Conditions and EULA

Attachment 7, GFI Tech Data Distribution Agreement

Attachment 8, Vendor Self Vetting Form

Attachment 9, Section 889, Telecommunications and Representation