

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*



Other Transaction Authority (OTA) Request for White Papers (RWP)

Project Number		DISA-OTA-23-9-WINDAR
RWP Title		Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S)
Issued by		Defense Information Systems Agency (DISA) Other Transaction (OT) Agreement Team www.DISA.mil
* White Papers Due Date/Time (Suspense)		September 19, 2022, 0800 CDT
Submit White Papers To		disa.scott.ditco.mbx.pl84-other-transaction-authority@mail.mil tina.m.aviles.civ@mail.mil jeremy.d.markusic.civ@mail.mil

Note: Please advise DISA as soon as possible via email to disa.scott.ditco.mbx.pl84-other-transaction-authority@mail.mil if your organization intends to submit a White Paper to DISA in response to this RWP.

*White papers are due **on September 19, 2022, 0800 CDT.** White papers must be received by (be in the inbox of) the Agreements Officer tina.m.aviles.civ@mail.mil and Agreements Specialist

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

Jeremy.d.markusic.civ@mail.mil. Any submissions that received by the Agreements Officer/Agreements Specialist after the deadline will be deemed late and may be eliminated from competition and further consideration. It is the sole responsibility of the vendor to ensure that its white paper submission is received in the inbox of the Agreements Officer/Agreements Specialist before the deadline specified above.

Amendment 02 is issued to respond to a question received by vendor.

Amendment 01 is issued to respond to questions received by vendors. The following RWP Sections have been amended: 1.2 Statement of Need, 3.4.1 Technical, 3.4.4 Schedule page, and 5.3 Analytical and Laboratory Studies. **All changes highlighted in green.**

SECTION 1 OVERVIEW/DESCRIPTION

1.1 PURPOSE

The Defense Information Systems Agency (DISA), Emerging Technology (EM) Directorate through the DISA Procurement Services Directorate (PSD) is seeking White Papers from our industry partners to fulfill the prototyping need of a Commercial Solutions for Classified (CSfC) designed mobile device that can secure remote access to SIPRNET, address the administrative and user experience challenges of the current WINDAR-S offering, and the updated Commercial Solutions for Classified (CSfC) Mobile Access Capability Package (MACP) 2.5 release by the NSA on August 4, 2022

While WINDAR-S is not new to the DoD, years of operation as a DISA offering has provided an opportunity to collect feedback and metrics, resulting in defined challenges that require innovation and technological advancements of the legacy offering. The MACP 2.5 release also introduces new risks and challenges in redesigning and architecting of legacy capabilities, which are best mitigated and solved through prototype development.

1.2 STATEMENT OF NEED

The DISA WINDAR-S solution, based on National Security Agency's (NSA) Mobile Access Capability Package (MACP) v2.1, has become an operational necessity to allow remote access to classified mobile communications to securely access Secret Internet Protocol Router Network (SIPRNET), and transitioned into an enterprise service offering. Over the last few years, the Department of Defense (DoD) Mobility Classified Capability-Secret (DMCC-S) office had the opportunity to collect administrative and user feedback regarding WINDAR-S provisioning and user experience. This feedback has helped define the challenges and needs that the DMCC-S office faces today. These have been summarized into four key areas. The first key area is the device network complexity and the warfighter's ability to persistently verify the device network status. The second key area is provisioning of the devices and reduced time for device distribution to the end user. The third key area is certificate management and the decreased amount of time for issuing and rekeying certificates of the end user devices. The fourth key area

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

is device patch management and the reduced time of patching and bandwidth required to move patches between networks.

The redesign and rearchitecting of the WINDAR-S offering to the MACP 2.5 (released August 4, 2021) will provide the confidence of remote capabilities for secure voice, data, and video transmission. The successful implementation of this effort will directly enhance military and civilian personnel's ability to operate in the SIPRNET environment and provide critical leaders with the ability to participate in critical operations and "bad-day" scenarios where time sensitive responses are required until they are back in a secured location.

The objective is to successfully prototype a limited scale implementation of a CSfC solution to refine processes and requirements necessary for a large-scale implementation across the DMCC-S infrastructure. Deliverables include project plan, prototype architecture documents, analysis artifacts, **completed CSfC Checklists/documentation to complete the registration package**, provisioning/deployment/configuration process documentation for an end user device, administration guides for DMCC-S administrators, incorporation of feedback from the user community into the final product, deployment of 25 EUD's, infrastructure software and hardware, and the final report.

SECTION 2 GENERAL SUBMISSION REQUIREMENTS

2.1 FORMATTING

Vendors are solely responsible for all expenses associated with responding to this RWP. White Papers shall follow the format described below. Evaluation and selection of the White Papers will be completed based on criteria in Sections 3 and 4. Responding to this RWP does not obligate the Government for costs associated with responding to this notice. The Government reserves the right to cancel this requirement if no White Papers satisfy the criteria contained in Section 3.4 and/or no funding becomes available.

Subject to the availability of funds, the DISA/Defense Information Technology Contracting Organization (DITCO) at Scott AFB, IL intends to competitively issue this effort as an OTA Agreement in accordance with 10 U.S.C. 4022. If an OTA is awarded from this subject request, the Agreement is not considered a procurement contract and therefore not subject to the Federal Acquisition Regulations (FAR).

The following **White Paper** formatting requirements apply:

- Times New Roman 10 (or larger) single-spaced, single-sided, 21.6 x 27.9 cm (8.5 by 11 inches);
- Smaller type may be used in figures and tables, but must be clearly legible;
- Margins on all sides (top, bottom, left, and right) should be at least 2.5 cm (1 inch);

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

- *Italic Red* text with brackets borders (e.g. [*company name*]) indicated areas for entry of information by the vendor. Delete all italicized text, contained within brackets before submittal of the White Paper;
- Page limitations shall not be circumvented by including inserted text boxes/pop-ups or internet links to additional information. Such inclusions are not acceptable and will not be considered as part of the response to Request for White Papers; and
- **DO NOT SUBMIT ANY CLASSIFIED INFORMATION.**
- Page limit for the White Paper submission is fifteen (15) pages. Table below provides guidance on the page limitation and white paper organization:

WP Section Title	PAGE LIMIT
Cover Sheet	N/A
Intellectual Property Statement/Agreements/Disclosures (RWP Section 2.3)	N/A
Affirmation of Business Status Certification (RWP Section 2.4)	N/A
Conflict of Interest Statement (RWP Section 2.5)	N/A
Technical and Security (RWP Sections 3.4.1 and 3.4.2)	15 pages
Business Viability (RWP Section 3.4.3)	N/A
Schedule (RWP Section 3.4.4)	N/A
Price (RWP Section 3.4.5)	<i>See below</i>
Rough Order of Magnitude (ROM) Template	N/A

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

ROM Narrative	N/A
Data Rights Assertion (RWP Section 3.4.6)	N/A
Participants (RWP Section 3.4.7)	N/A
Implementation of Section 889(a)(1)(B) (RWP Section 7)	N/A
Table of Content	N/A
Acronym list	N/A

A White Paper **Cover Sheet** is required for all submission and must include the following:

- OTA Project Number;
- Project Title;
- Company Title/Name of Proposed Solution;
- Date of Submittal;
- Primary point of contact (POC), including name, address, phone, and e-mail contact information;
- Total ROM cost for the two (2) year period of performance; and
- Disclosure of Information Statement (section 5.2).

2.2 MINIMUM ACCEPTABILITY

The Government will evaluate RWP submissions that are deemed as “complete”. To be considered “complete” submissions must contain at a minimum the following:

- Cover Sheet (section 2.1);
- Signed Intellectual Property Statements / Agreements / Disclosures (section 2.3) from the Prime Vendor and all Subvendors;
- Signed Affirmation of Business Statement (section 2.4) from the Prime Vendor and all Subvendors;

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

- Conflict of Interest (COI) (section 2.5) from the Prime Vendor and all Subvendors;
- Address all the Evaluation Criteria Factors (sub-sections 3.4.1– 3.4.7).
- Implementation of Section 889(A)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 (section 7)

If the vendor fails to include/address the minimum acceptability requirements (as defined above and throughout the RWP) the White Paper submission may be deemed non-compliant and inadequate for further evaluation. Additionally, if a misrepresentation is found within a White Paper submission (Affirmation of Business Status Certification, Conflict of Interest, and/or Participants) the White Paper may be deemed non-compliant and may not be further evaluated.

2.3 INTELLECTUAL PROPERTY STATEMENT/AGREEMENTS/DISCLOSURES

2.3.1 SUBMITTER STATEMENT

Each participant (prime vendor and each subvendor) shall complete the submitter statement below. The statement shall be included as an attachment to the White Paper and will not count toward the page limit.

I, *[insert submitter's full name]*, of *[insert full postal address]*, do hereby declare that the, that I have submitted, known as *[insert name¹]*, is my own original work, or if submitted jointly with others, is the original work of the joint submitters.

I further declare that *[check one]*:

I do not hold and do not intend to hold any patent or patent application with a claim which may cover the that I have submitted, known as *[insert name]*;

OR *[check one or both of the following]*:

to the best of my knowledge, the products, standards, or algorithms that I have submitted, known as *[insert name]*, may be covered by the following U.S. and/or foreign patents: *[describe and enumerate or state "none" if applicable]*;

I do hereby declare that, to the best of my knowledge, the following pending U.S. and/or foreign patent applications may cover the practice of my submitted prototype *[describe and enumerate or state "none" if applicable]*.

I certify that, to the best of my knowledge, I have fully disclosed all patents and patent applications, which may cover my prototype.

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

I do hereby agree to provide the statements required by Section 2.3.2 and 2.3.3, below, for any patent or patent application identified to cover the practice of my prototype and the right to use such for the purposes of the evaluation process.

Signature (electronic signature is acceptable)	✕
Name	<i>[Insert Name of Representative]</i>
Title	<i>[Insert Title of Representative]</i>
Date	<i>[Insert Date of Signature]</i>

2.3.2 PATENT OWNER(S) STATEMENT

Each participant (prime vendor and each of the subvendors) shall complete the Patent Owner(s) statement below. The statement shall be included as an attachment to the White Paper and will not count toward the page limit.

If there are any patents (or patent applications) identified by the submitter, including those held by the submitter, the following statement must be signed by each owner, or each owner’s authorized representative, of each patent and patent application identified.

I, *[insert full name]*, of *[insert full postal address]*, am the owner or authorized representative of the owner *[print full name, if different than the signer]* of the following patent(s) and/or patent application(s): *[enumerate]*, and do hereby commit and agree to grant to any interested party on a worldwide basis, if the proposed WINDAR-S solution is selected for the DoD prototype, in consideration of its evaluation and selection, a non-exclusive license for the purpose of implementing the prototype *[check one]*:

without compensation and under reasonable terms and conditions that are demonstrably free of any unfair discrimination,

OR

under reasonable terms and conditions (identified in section 3.4.6 –Proposed Data Rights Assertion) that are demonstrably free of any unfair discrimination.

I further do hereby commit and agree to license such party on the same basis with respect to any other patent application or patent hereafter granted to me, or owned or controlled by me, that is or may be necessary for the purpose of evaluating the proposed WINDAR-S solution prototype. Any future follow-on Production Contract could/will require re-negotiated terms and conditions.

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

I further do hereby commit and agree that I will include, in any documents transferring ownership of each patent and patent application, provisions to ensure that the commitments and assurances made by me are binding on the transferee and any future transferee.

I further do hereby commit and agree that these commitments and assurances are intended by me to be binding on successors-in-interest of each patent and patent application, regardless of whether such provisions are included in the relevant transfer documents.

I further do hereby grant to the U.S. Government, during the evaluation process, and during the lifetime of the standard, a nonexclusive, non-transferrable, irrevocable, paid-up worldwide license solely for the purpose of modifying my submitted WINDAR-S solution’s specifications (e.g., to protect against a newly discovered vulnerability) for incorporation into the prototype efforts.

Signature (electronic signature is acceptable)	✕
Name	<i>[Insert Name of Representative]</i>
Title	<i>[Insert Title of Representative]</i>
Date	<i>[Insert Date of Signature]</i>

2.3.3 REFERENCE OWNER(S) STATEMENT

Each participant (prime vendor and each subvendor) shall complete the Reference Statement below. The statement shall be included as an attachment to the White Paper and will not count toward the page limit.

I, *[insert full name]*, *[insert full postal address]*, am the owner or authorized representative of the owner *[insert full name, if different than the signer]* of the submitted reference WINDAR-S solution specifications and hereby grant the U.S. Government and any interested party the right to reproduce, prepare derivative works based upon, distribute copies of, and display such implementations for the purposes of the evaluation process, and if the corresponding solution is selected for DoD WINDAR-S solution prototype, notwithstanding that the implementations may be copyrighted or copyrightable.

Signature (electronic signature is acceptable)	✕
Name	<i>[Insert Name of Representative]</i>

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

Title	<i>[Insert Title of Representative]</i>
Date	<i>[Insert Date of Signature]</i>

2.4 AFFIRMATION OF BUSINESS STATUS CERTIFICATION

Each participant (prime vendor and each subvendor) shall complete the certification below. The certification shall be included as an attachment to the White Paper and will not count toward the page limit. Please note that some sections in the certification may be left blank due to the type of business completing this form (e.g., non-traditional contractor).

Please note that to be eligible to submit a response to the Request for White Paper (RWP), vendors must meet the requirements outlined in 10 U.S.C Section 4022(d)(1). As such, if a traditional defense contractor does not have a nontraditional defense contractor/nonprofit research institution/ small business participating to a significant extent in this prototype effort, then a traditional defense contractor **must** address how they will provide the one-third cost share to the Government. Vendors shall explain in their White Paper submission how they will meet these statutory requirements.

Failure to provide the required explanation may result in your White Paper not being considered for this OTA effort.

Participant Name	<i>[Insert Participant Name]</i>
Proposed <u>North American Industry Classification System (NAICS) Code</u>	<i>[Insert NAICS Code]</i>
Industry Size Standard	<i>[Check one of the following boxes]</i> <input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Federally Funded Research & Development Center
Data Universal Numbering Systems (DUNS) Number	<i>[Insert DUNS Number]</i>
Commercial & Government Entity (CAGE) Code	<i>[Insert CAGE Code]</i>
Active System for Award Management (SAM) Registration	<i>[Check one of the following boxes and insert date]</i> <input type="checkbox"/> Yes <input type="checkbox"/> No Expiration Date:
Address 1	<i>[Insert Address Number and Street]</i>
Address 2	<i>[Insert suite, office, etc. Number]</i>
City/State/Zip Code	<i>[Insert City, State, Zip Code]</i>

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*


Point of Contact (POC) Name/Title	<i>[Insert POC Name and Title]</i>
POC Phone/Email	<i>[Insert POC Phone and Email]</i>

[Check one of the following boxes:]

Nontraditional Defense Contractor (NDC): A NDC is an entity that is not currently performing and has not performed, for at least the one-year period preceding the issuance of this Request for White Papers by the DoD, any contract or subcontract for the DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 of the U.S. Code and the regulations implementing such section. All small businesses are considered NDCs. A small business is a business concern as defined under section 3 of the Small Business Act (15 U.S.C. 632). To be considered a small business for the purposes of this RWP, a concern must qualify as a small business under the size standard for the North American Industry Classification System (NAICS) code, as described at 13 C.F.R. 121.201 and the proposed NAICS code above.

Traditional Defense Contractor: A traditional defense contractor is an entity that does not meet the definition of a NDC. Any traditional defense contractors must comply with 10 U.S.C Section 4022(d)(1)(C) to be eligible to submit an RWP.

This is to certify that the above is accurate, complete, and current as of *[MM/DD/YYYY]* for DISA-OTA-19-R-NGEN.

Signature (electronic signature is acceptable)	
Name	<i>[Insert Name of Representative]</i>
Title	<i>[Insert Title of Representative]</i>
Date	<i>[Insert Date of Signature]</i>

2.5 CONFLICT OF INTEREST (COI)

Each vendor (prime vendor and each subvendor) shall specifically state in the white paper, whether there are any potential, actual or perceptions of conflicts of interest (COI) involving this OTA. If a vendor identifies a potential/actual or a perception of COI, then the vendor shall submit a statement with the white paper explaining how the COI will be mitigated and/or avoided. If the Government determines a COI (potential or actual) or a perception of COI exists and was not identified by the vendor, the white paper may be found non-compliant and inadequate for further evaluation.

SECTION 3 EVALUATION APPROACH

The Government will employ either a two- or three-phased evaluation approach for the award of the NextGen WINDAR-S prototype OTA. An award may be made to the responsible vendor whose offer, conforming to the requirements outlined in the RWP, is determined to be the best overall value to the Government, price, and other factors considered. The evaluation criteria are outlined in sub section 3.4.1 – 3.4.7.

Throughout the evaluation, the Government reserves the right, but is not obligated, to ask questions about individual vendor solutions. However, any response to the RWP that does not fully address all of requirements may be eliminated from further consideration. This RWP constitutes Phase I of the evaluation, described below.

Please note that elements of the evaluation approach phases listed below will be dependent upon the Government’s acquisition and procurement strategy for a particular OTA prototype. However, industry can generally expect that the phases below will be representative of the evaluation approach.

3.1 PHASE I – WHITE PAPER EVALUATION

The Government will conduct an evaluation of all eligible White Paper(s) submitted in response to this RWP. The White Papers will be evaluated to identify viable solutions. Final selection(s) recommendation(s) will be made by the program management technical lead to the Agreements Officer (AO). After the evaluation of White Paper(s), the Government may select a solution(s) and proceed to the next phase. Any vendor whose solution is not selected will not be provided a debriefing as OTAs are not subject the FAR but, rather, will be provided a letter containing a brief explanation for non-selection.

3.2 PHASE II – ORAL PRESENTATIONS

The Government will invite selected vendors to provide oral presentations, which can be conducted in person or via videoconference. During the presentation, vendors should be prepared to discuss, in detail, its solution and provide demonstration of their ability to satisfy the needs of this project.

After the presentation, the Government will conduct evaluations and determine whether a vendor(s) will proceed to the next phase. Any vendor whose solution is not selected will be provided a letter with brief explanation for non-selection.

3.3 PHASE III – REQUEST FOR PROJECT PROPOSAL

The Government will issue a Request for Project Proposal (RFPP) to the selected vendor. After the receipt of the RFPPs, the Government will conduct an evaluation to ensure it meets the

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

requirements. The next step will be to invite the vendor to meet with the Government to engage in negotiations. The Government will provide an initial model OT Agreement to the selected vendor, which will be the Government's opening position for negotiations. Using a collaborative process, the Government and the selected vendor will develop a detailed Project Work Statement (PWS); negotiate Terms and Conditions (T&Cs); agree on milestones, performance standards, deliverables, and negotiate final price. Once complete and all parties agree, the AO will award a prototype OTA to the selected vendor. If the Government is unable to reach an agreement with the initial selectee, the Government may re-evaluate White Paper Responses and make other selections.

3.4 EVALUATION CRITERIA

The overall evaluation will be based on the integrated assessment of the criteria outlined in sub-sections 3.4.1 – 3.4.7.

Vendors are required to meet all the evaluation requirements, objectives, and representations. Failure to respond to any of the following evaluation factors listed below (sub-sections 3.4.1 – 3.4.7) may result in elimination from the competition. In addition, the Government has included several templates (e.g., tables, etc.) within several of the evaluation factors outlined below, that identify the minimum level of information that must be included with the final submission. If a vendor fails to include the Government provided templates (identified as required), then such failure may result in the vendor's White Paper submission being deemed non-compliant and inadequate for further evaluation.

3.4.1 TECHNICAL

The Government will evaluate the vendor's technical merit based on the criteria listed below:

Success Criteria

- Deployed capability that is designed and architected to the latest CSfC MACP
- Ability to enable SIPR connectivity for secure voice, data, and video transmission.
- Ability to provision an EUD within 1 hour.
- Ability to OTA patch and update the EUD with a management tool.
- Ability to OTA manage certificates of the EUD with a management tool.
- Provide detailed guides for administrative functions to manage and troubleshoot the system.
- Provide administrative guides for provisioning thick and thin clients. (Thin clients are lighter weight EUDs that generally connect to a virtual desktop infrastructure, while thick clients can be used offline.)

EUD and Infrastructure

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

- All EUD provisioning shall be performed through direct physical access or through an enterprise management server.
- The EUD and virtualization architecture shall be able to securely isolate hardware components so that only authorized domains can access required components.
- The Inner VPN, Outer VPN, and the external Wi-Fi connections shall all be implemented on separate IP stacks by using separate domains for each connection on the EUD.
- The WINDAR-S NextGen Solution shall support one or multiple form factors/devices, as long as the device is running an approved version of Windows.
- All devices shall route into a retransmission device(s) unless connecting to a trusted government network.
- Enable the end-user to configure their own password(s).
- Ability to use SIPR token to unlock full disc encryption.
- Enable users to request/add mobile applications to the WINDAR-S devices.
- Ability to change networks once the user has the provisioned device. User can change network access.
- The retransmission device shall be maintained / updated via a trusted wired connection
- Enable the MACP "2-device model" enhanced hardware isolation with a dedicated outer VPN or Software Virtualization.
- The ability to integrate with any VDI environment.
- The EUD shall have the retransmission device built into the EUD form factor.
- Ability to potentially support multi-classifications (UNCLASSIFIED & SECRET).
- High Availability (HA) redundancy is not required for the prototype but may be required for the production deployment.

Provisioning

- The provisioning process should be well established and mature for deployment as a management process and not a separate tool or function.
- The entire provisioning process shall be completed within 1 hour.
- The provisioning process shall use a type I hypervisor to control/manage the virtual machines (VMs) within the device.

Administrative O&M

- The device administration/management shall consolidate patching / software updates, to minimize the impact of cellular data use, while deployed in the field.
- The solution shall address OTA device patching, updates, and certificate management.
- Ability to remotely wipe devices of all data.
- Ability to remotely revoke certificates.
- Able to configure the number of days of inactivity setting by the Administrator.
- Enable account deletion after 60 days of inactivity.
- Able to configure the number of days of inactivity prior to deleting an account by the Administrator.
- Ability to disable devices if patches are not downloaded based off a configurable value.
- Able to configure the number of days of non-updated patches by the administrator.

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

- Ability to change policies for updates/logging depending upon the type of network connectivity (in an effort to minimize cellular data consumption).
- The Data-At-Rest (DAR) Enterprise Server must only manage one component/layer and shall not manage the other component/layer of the DAR solution.
- Enable application virtualization/containerization for future builds.

User Experience

- Ability for the user to visually and persistently verify the status of the network and VPN throughout the user's session.
- Ability for a user to provide adequate feedback through logging and/or User Interface (UI) messages to the administrative staff in the event of issues.

Compliance

- The solution shall comply with most current version of the NSA Commercial Solutions for Classified (CSfC) Capability Package: Data-at-Rest (DAR) Capability Package
- The solution shall comply with most current version of the NSA CSfC Capability Package: Mobile Access Capability Package (MACP)
- The solution shall support National Information Assurance Partnership (NIAP) compliance.

3.4.2 SECURITY

The Government will evaluate the vendor's security approach based on the criteria listed below:

- Personnel Security – The degree to which the vendor is able to supply cleared personnel to be able to develop and implement the NG WINDAR-S solution at the UNCLASSIFIED and SECRET level.
- Facility Security – The degree to which the vendor is able to access and use facilities capable of supporting development and operations of the NG WINDAR-S solution at the UNCLASIFIED and SECRET level.
- Product Security – The degree to which the vendor applies risk based, cyber-security informed engineering that meets most current NSA CSfC Capability package and NIAP compliance and support integration into the DMCC-S infrastructure.

3.4.3 BUSINESS VIABILITY

Business viability shall be included as an attachment to the White Paper and will not count toward the page limit. Please address whether the company has the technical capability and resources to effectively accomplish the work. The White Paper should also address the following:

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

- Describe your company. How old is it?
- Where is it located (e.g., multiple locations, sales/R&D in U.S. and other countries)?
- How many employees does your company employ?
- Describe the management team – who are they? What are their backgrounds and history?
- What is your annual revenue (sales and costs)?

3.4.4 SCHEDULE

The Government will evaluate the vendors proposed schedule/timeline/sprints to include milestones, activities, and deliverables to research, evaluate, test, and deliver a prototype. The multifaceted concept exploration and design approach must demonstrate the vendors ability to provide the Government with:

- Installation and integration into the DMCC-S infrastructure
- Initial Prototype development and release
- Production readiness and planning artifacts development and delivery
- Completed CSfC checklists and registration package

Schedules may be provided in any format (graphic, Gannt chart, table, etc.) **as an attachment to the White Paper and will not count toward the page limit.**

Table 1 – Schedule

Phase	Milestone	Deliverable	Estimated Delivery (Weeks/Months after Award)
<i>[Insert Phase]</i>	<i>[Insert list of Milestones]</i>	<i>[Insert list of deliverables associated with each milestone (as a minimum the proposed proof of concept and a “Final Report” must be included as deliverables)]</i>	<i>[Insert estimated lead time in terms of weeks or months after award for each milestone/deliverable]</i>

3.4.5 PRICE

The vendor shall submit pricing data utilizing the Government’s supplied Rough Order of Magnitude (ROM) Template (i.e., table 3). Failure to include the information described within this section may result in the vendor’s entire Price/Cost criteria/factor being deemed non-compliant and inadequate for further evaluation review.

In making a selection, the Government will consider affordability in comparison to the Government estimate to determine whether the proposed solution is in the best interest of the

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

Government. The Government provided ROM Template (i.e., table 3) shall be included as an addendum or appendix to the White Paper and will not count toward the page limit. The vendor is responsible for verifying that the totals within table 3 are correctly calculated.

The vendor ROM narrative shall discuss the approach used to estimate the price of accomplishing all requirements. The Vendor shall assume the Government knows nothing about its capabilities or estimating approach.

At a minimum, the ROM narrative shall also include the following cost categories for the ROM:

- **Prime Vendor Labor:** The ROM Narrative shall include the basis for which the estimate labor was calculated. (i.e., Generic position titles and estimated rates and hours for those individuals).
- **Sub-Vendor/Consultant Labor:** Provide a list of sub-vendor/consultant effort required to meet the technical approach as described in the white paper and the estimated cost. Include the basis for which the estimated labor was calculated, (i.e., Generic position titles and estimated fully burdened hourly rates and hours for those individuals).
- **Material/Equipment:** Provide a list of the materials/equipment required to meet the technical approach as described in the White Paper and the estimated cost.
- **ODCs and/or Travel:** Provide a list of the other direct costs required to meet the technical approach as described in the White Paper and the estimated costs with basis; Identify any expenses incurred by an employee while those individuals are traveling for business purposes. (e.g., estimated costs for lodging, transportation, and meals) and identify the basis for how the travel costs were calculated.

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

Table 2 – ROM Template

Elements	FY2022	FY2023	FY2024	Grand Total
Program/Project Management				
Prime Vendor Labor	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022-2024]</i>
Sub – Vendor/Consultant Labor	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022-2024]</i>
Material/Equipment	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022-2024]</i>
Other Direct Costs (ODCs)and/or Travel	<i>[Insert Total Cost for ODCs for Fiscal Year 2022]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2023]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2024]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2022-2024]</i>
SUBTOTAL	<i>[Insert Total Cost for Program/Project Management for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Program/Project Management for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Program/Project Management for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Program/Project Management for Fiscal Year 2022-2024]</i>
Concept Exploration				
Prime Vendor Labor	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022-2024]</i>
Sub – Vendor/Consultant Labor	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022-2024]</i>

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

Material/Equipment	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022-2024]</i>
Other Direct Costs (ODCs)and/or Travel	<i>[Insert Total Cost for ODCs for Fiscal Year 2022]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2023]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2024]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2022-2024]</i>
SUBTOTAL	<i>[Insert Total Cost for Concept Exploration for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Concept Exploration for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Concept Exploration for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Concept Exploration for Fiscal Year 2022-2024]</i>
Design Prototype				
Prime Vendor Labor	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022-2024]</i>
Sub – Vendor/Consultant Labor	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022-2024]</i>
Material/Equipment	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022-2024]</i>
Other Direct Costs (ODCs)and/or Travel	<i>[Insert Total Cost for ODCs for Fiscal Year 2022]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2023]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2024]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 202-2024]</i>
SUBTOTAL	<i>[Insert Total Cost for Design Prototype for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Design Prototype for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Design Prototype for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Design Prototype for Fiscal Year 2019-2024]</i>
Test and Evaluation (T&E)				
Prime Vendor Labor	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022-2024]</i>

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

Sub – Vendor/Consultant Labor	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022-2024]</i>
Material/Equipment	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022-2024]</i>
Other Direct Costs (ODCs)and/or Travel	<i>[Insert Total Cost for ODCs for Fiscal Year 2022]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2023]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2024]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2022-2024]</i>
SUBTOTAL	<i>[Insert Total Cost for T&E for Fiscal Year 2022]</i>	<i>[Insert Total Cost for T&E for Fiscal Year 2023]</i>	<i>[Insert Total Cost for T&E for Fiscal Year 2024]</i>	<i>[Insert Total Cost for T&E for Fiscal Year 2022-2024]</i>
TOTAL ROM COSTS				
Prime Vendor Labor	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Prime Labor for Fiscal Year 2022-2024]</i>
Sub – Vendor/Consultant Labor	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Sub-Vendor/Consultant Labor for Fiscal Year 2022-2024]</i>
Material/Equipment	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2023]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2024]</i>	<i>[Insert Total Cost for Material/Equipment for Fiscal Year 2022-2024]</i>
Other Direct Costs (ODCs)and/or Travel	<i>[Insert Total Cost for ODCs for Fiscal Year 2022]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2023]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2024]</i>	<i>[Insert Total Cost for ODCs for Fiscal Year 2022-2024]</i>
TOTAL	<i>[Insert Total Cost of All Elements for Fiscal Year 2022]</i>	<i>[Insert Total Cost of All Elements for Fiscal Year 2023]</i>	<i>[Insert Total Cost of All Elements for Fiscal Year 2024]</i>	<i>[Insert Total Cost of All Elements for Fiscal Year 2022-2024]</i>

The Government does not require supporting data to justify the estimated costs (e.g., copies of commercial/market price lists/rates, price history, subcontractor quotes, invoices) with the submission of the White Paper. However, vendors will be required to supply the supporting data upon the Request for Project Proposal, if selected.

3.4.6 DATA RIGHTS ASSERTION

State whether there are any data rights issues that the Government should be cognizant of moving forward. Specifically, please identify any intellectual property, patents and inventions involved in the proposed solution and associated restrictions on the Government’s use of that intellectual property, patents and inventions. The following table shall be presented for all assertions.

Table 3 – Data Rights Assertion

Technical Data/Computers Software/ Patent to be Furnished with Restrictions	Basis for Assertion	Asserted Rights Category	Name of Entity Asserting Restrictions
<i>[Identify the technical data/software/patent to be furnished with restriction]</i>	<i>[Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government’s right should be restricted]</i>	<i>[Insert asserted rights category (e.g., limited rights (data), restricted rights (software), government purpose rights, SBIR data rights or specifically negotiated license)]</i>	<i>[Insert asserted rights category (e.g., limited rights (data), restricted rights (software), government purpose rights, SBIR data rights or specifically negotiated license)]</i>

3.4.7 PARTICIPANTS

List all participants (i.e. other vendors), including description of contributions and significance of each participant.

Table 4 – Participants

Participant	Business Status (Check one)	Participant Contribution and Significance to Overall Project
<i>[Insert separate row(s) for each additional participant. Delete row(s) as applicable if Participant is the only participant.]</i>	<input type="checkbox"/> <i>Traditional</i> <input type="checkbox"/> <i>Non-Traditional</i>	<i>[Insert detailed, quantifiable description which addresses the following:</i> <ul style="list-style-type: none"> • <i>What is this Participant’s significant contribution?</i> • <i>Why is this Participant’s contribution significant to the overall project?</i> • <i>How is this Participant uniquely qualified to provide this significant contribution?</i>

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

		<i>(Note: number of years of experience is not deemed a unique qualification.)</i>
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The facility(ies) where the proposed work is to be performed and the equipment or other Participant property which will be utilized for the prototype include: *[Insert a brief description of facility(ies)/equipment proposed for use on the project]*.

SECTION 4 AWARD

4.1 SELECTION DECISION

It is the Government's intention to negotiate, select, and fund a Prototype Project at the conclusion of the two- or three-phased evaluation approach, described in Section 3, which best meets the evaluation criteria listed in Sub-Section 3.4. The White Paper selection will be conducted in accordance with Government procedures and the evaluation criteria in Sub-Section 3.4. The Government will make a determination whether to:

- Select the White Paper(s), or some portion of the White Paper(s); or,
- Reject the White Paper(s) for further consideration.

The White Paper basis of selection decision will be formally communicated to vendors in writing. Once the selection of the best solution(s) is made, the Government team may proceed to the next phase of the evaluation. At any time during evaluations, the Government may choose to cancel this requirement. In case of cancellation, the Government will not be responsible for any expenses associated with responding to RWP.

4.2 FOLLOW ON PRODUCTION

The Government intends to award one (1) prototype OTA. Prior to awarding a prototype OTA, the Government will ensure that it is in compliance with 10 USC §4022. The Government will obtain approval from the appropriate approval authority, based on the dollar threshold projected for the prototype OTA. This will be done prior to entering into the prototype OT with a selected vendor.

Provided that the prototype OTA is successfully completed, the Government may award a follow-on production FAR-based contract or OTA to the participant in the transaction for the prototype project, without further competition. If it is determined that transition activities are in the best interest of the Government, then the Government reserves the right to bilaterally modify the Agreement by adding such activities. Prior to award of the production contract or transaction, the Government will ensure that it is in compliance with 10 USC 4022(f). In addition, the Government will again obtain approval from the appropriate approval authority, based on the dollar threshold projected for the production FAR-based contract or production OTA.

SECTION 5 ADDITIONAL INFORMATION

5.1 DOCUMENTATION CLASSIFICATION

Vendors shall not submit any documentation that is classified as “Confidential,” “Secret,” or “Top Secret” throughout the evaluation process. This includes, but is not limited to submission of White Papers, Project Proposals, Project Work Statements, etc.

5.2 DISCLOSURE OF INFORMATION

White Papers, Project Proposals, PWS, etc. containing data that is not to be disclosed to the public for any purpose or used by the Government except for evaluation purposes shall include the following sentences on the cover page:

“This white paper includes data that shall not be disclosed outside the Government, except to non-Government personnel for evaluation purposes, and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this submission. If, however, an agreement is issued to this Company as a result of -- or in connection with -- the submission of this data, the Government shall 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]*.”

Non-Government personnel will, will not be used in the evaluation of the White Papers. The non-Government advisor may have access to all aspects of the offeror’s White Paper. By submitting a White Paper, your company agrees with the use of a non-Government advisor employed with the following company(ies): **Knight Point Systems**

Company(ies): (If “will not” is selected above, this will be N/A)

5.2.1 DATA SHEET MARKINGS

Marking requirements specify that data be “conspicuously and legibly” marked with a protective legend that identifies the OTA number, contractor’s name and address, and the submittal date, along with the warning “*Use or disclosure of data contained on this sheet is subject to restriction*” on the title page of any restricted data sheets.

5.3 ANALYTICAL AND LABORATORY STUDIES

It is generally desired that active research and development (R&D) is underway for concepts submitted under this effort. Active R&D includes analytical studies and laboratory studies to physically validate the analytical predictions of separate elements of the technology, as well as software engineering and development. The Government is requesting information on any current or ongoing analytical or laboratory studies **related to the NextGEN WINDAR-S solution.** Any information related to ongoing efforts shall be included as an attachment to the White Paper and will not count toward the page limit.

5.4 RECORDS, FILES, AND DOCUMENTATION

All physical records, files, documents, and work papers provided and/or generated by the Government and/or generated for the Government in performance of this OTA, maintained by the vendor which are to be transferred or released to the Government, shall become and remain Government property and shall be maintained and disposed of as applicable. Nothing in this section alters the rights of the Government or the vendor with respect to patents, data rights, copyrights, or any other intellectual property or proprietary information as set forth in any other part of this RWP (including all clauses that are or shall be included or incorporated by reference into the prototype OTA). The AO may at any time issue a hold notification in writing to the vendor. At such time, the vendor may not dispose of any Government data or Government-related data described in the hold notification until such time as the vendor is notified in writing by the AO, and shall preserve all such data IAW Agency instructions. The vendor shall provide the AO within ten (10) business days of receipt of any requests from a third party for Government-related data. When the Government is using a vendor's quantum-safe algorithms and cryptographic solutions, the vendor shall provide the Agency with access and the ability to search, retrieve, and produce Government data in a standard commercial format.

5.5 SECURITY CLEARANCES

The vendor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations. The vendor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the vendor employee's eligibility for any required clearance.

The vendors proposed solution (e.g., data, integration with supporting DoD Infrastructure, architecture) will determine the personnel security clearance requirements for the prototype effort. The Government will provide additional details regarding the required security clearances in the RFPP.

5.6 DATA STORAGE

To protect against seizure and improper use by non-United States (U.S.) persons and government entities, all data stored and processed by/for the DoD must reside in a facility under the exclusive legal jurisdiction of the U.S. The vendor will be required to maintain all government data that is not physically located on DoD premises within the 50 States, the District of Columbia, and outlying areas of the U.S., unless otherwise authorized by the responsible Government, as described in DoDI 8510.01 and the DoD Cloud Computing Security Requirements Guide.

If the Government data is co-located with the non-Government data, the vendor shall isolate the Government data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Government personnel identified by the Agreements Officer, and without the vendor's involvement. The vendor shall record all physical access to the cloud storage facilities and all logical access to the Government data. This may include the entrant's name, role, purpose, account identification, entry and exit time. Such records shall be provided to the Agreements Officer or designee in accordance with the agreement or upon request to comply with federal authorities.

5.7 LAW ENFORCEMENT

The vendor shall acknowledge and affirm that United States (U.S.) Federal law enforcement officials do not need a warrant or a subpoena to access Government data on any system or media employed by the vendor or their sub-vendors or other partners, or allies, to deliver or otherwise support the contracted service for the U.S. Government, subject to requirements for access to classified information and release thereof, if applicable. As specified by the Agreements Officer, the vendor shall provide immediate access to all Government data and Government-related data impacting Government data for review, scan, or conduct of a forensic evaluation and physical access to any contractor facility with Government data.

5.8 NOTIFICATION

The vendor shall notify the Government Security Contacts (Disa.meade.bd.mbx.sd-security-managers@mail.mil), and the AO within 60 minutes of any warrants, seizures, or subpoenas it receives, including those from another Federal Agency that could result in the loss or unauthorized disclosure of any Government data. The vendor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

5.9 VENDOR INCURRED EVALUATION COSTS

The costs associated with participating in Phases I through III, to include White Paper(s) preparation and submission, are not considered a allowable charges and should not be included within the ROM or any pricing information.

5.10 EXPORT CONTROLS

Research findings and technology developments arising from the resulting White Paper 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 CFR 120-130), the National Industrial Security Program Operating Manual (DoD 5220.22-M) and the Department of Commerce Export Regulation (15 CFR 730-774).

SECTION 6 RESPONSES

Questions should be addressed to disa.scott.ditco.mbx.pl84-other-transaction-authority@mail.mil, Tina Aviles at tina.m.aviles.civ@mail.mil, and Jeremy Markusic at jeremy.d.markusic.civ@mail.mil. Please provide any questions, in writing, no later than **September 2, 2022, 1:00 PM** Central Daylight Time (CDT). The Government reserves the right to not answer questions submitted after this time. Any submissions that are received after the close of the solicitation period will receive no further consideration.

The response shall be due no later than **September 19, 2022, 0800 CDT**. The responses shall be emailed to disa.scott.ditco.mbx.pl84-other-transaction-authority@mail.mil, Tina Aviles at tina.m.aviles.civ@mail.mil, and Jeremy Markusic at Jeremy.d.markusic.civ@mail.mil. **White papers must be received by (be in the inbox of) the Agreements Officer and Agreements Specialist. Any submissions that received by the Agreements Officer/Agreements Specialist after the deadline will be deemed late and may be eliminated from competition and further consideration. It is the sole responsibility of the vendor to ensure that its white paper submission is received in the inbox of the Agreements Officer/Agreements Specialist before the deadline specified above.**

SECTION 7 IMPLEMENTATION OF SECTION 889(A)(1)(B) OF THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT (NDAA) FOR FISCAL YEAR 2019

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

The offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered Products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, covered telecommunications equipment or services—Representation, or in paragraph (v) of the provision at 52.212-3, offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on contracting for Certain Telecommunications and Video Surveillance Services or equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain national defense authorization Act for fiscal year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain national defense authorization Act for fiscal year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the offeror shall provide the following information as part of the Offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the offeror shall provide the following information as part of the Offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology company, or Dahua Technology company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the Government of a Covered foreign country.

critical technology means—

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain national defense authorization Act for fiscal year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain national defense authorization Act for fiscal year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a Subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the contracting officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the contractor shall

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the contractor shall report to the contracting officer for the indefinite delivery contract and the contracting officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

SECTION 8 PRIVACY ACT NOTIFICATION (APR 1984)

The Vendor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

SECTION 9 PRIVACY ACT (APR 1984)

(a) The Vendor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies-

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

- (i) The systems of records; and
 - (ii) The design, development, or operation work that the vendor is to perform;
- (2) Include the Privacy Act notification contained in Article XX of this agreement in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- (3) Include this article, including this paragraph (3), in all subcontracts awarded under this agreement which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Vendor is considered to be an employee of the agency.
- (c)
- (1) "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
 - (2) "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
 - (3) "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

SECTION 10 PRIVACY (APR 1984)

Agencies shall ensure that agreements for information technology address protection of privacy in accordance with the Privacy Act (5 U.S.C. 552a) and part 24. In addition, each agency shall ensure that agreements for the design, development, or operation of a system of records using commercial information technology services or information technology support services include the following:

- (a) Agency rules of conduct that the vendor and the vendor's employees shall be required to follow.
- (b) A list of the anticipated threats and hazards that the vendor must guard against.
- (c) A description of the safeguards that the vendor must specifically provide.

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

(d) Requirements for a program of Government inspection during performance of the agreement that will ensure the continued efficacy and efficiency of safeguards and the discovery and countering of new threats and hazards.

SECTION 13 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this agreement will not cost the Government more than

(1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing agreement, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this agreement within the estimated cost, which, if this is a cost-sharing agreement, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this agreement, the items covered, the Government's share of the cost if this is a cost-sharing agreement, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the agreement up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Vendor agrees to perform, or have performed, work on the agreement up to the point at which the total amount paid and payable by the Government under the agreement approximates but does not exceed the total amount actually allotted by the Government to the agreement.

(c) The Vendor shall notify the Agreements Officer in writing whenever it has reason to believe that the costs it expects to incur under this agreement in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the agreement by the Government or, (2) if this is a cost-sharing agreement, the amount then allotted to the agreement by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Vendor shall notify the Agreements Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the agreement or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Vendor's written request the Agreements Officer will terminate this agreement on that date in accordance with the provisions of Article II.B., Early Termination of Agreement Provision, of this agreement. If the Vendor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

specify a later date in its request, and the Agreements Officer may terminate this agreement on that later date.

(f) Except as required by other provisions of this agreement, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the Vendor for costs incurred in excess of the total amount allotted by the Government to this agreement; and

(2) The Vendor is not obligated to continue performance under this agreement (including actions under the Termination article of this agreement) or otherwise incur costs in excess of (i) the amount then allotted to the agreement by the Government or, (ii) if this is a cost-sharing agreement, the amount then allotted by the Government to the agreement plus the Contractor's corresponding share, until the Agreements Officer notifies the Vendor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing agreement, the amount then allotted by the Government to the agreement plus the Vendor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing agreement, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Agreements Officer, shall affect the amount allotted by the Government to this agreement. In the absence of the specified notice, the Government is not obligated to reimburse the Vendor for any costs in excess of the total amount allotted by the Government to this agreement, whether incurred during the course of the agreement or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the Vendor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing agreement, the amount previously allotted by the Government to the agreement plus the Vendor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Agreements Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change modifications shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this article shall affect the right of the Government to terminate this agreement. If this agreement is terminated, the Government and the Vendor shall negotiate an equitable

*Next Generation Windows Data-at-Rest - Secret (NextGen WINDAR-S) OTA
Request for White Papers
Project Number: DISA-OTA-23-9-WINDAR*

distribution of all property produced or purchased under the agreement, based upon the share of costs incurred by each.

(1) If the Government does not allot sufficient funds to allow completion of the work, the Vendor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this agreement.