

**Request for Solutions:
Defense Acquisition University's (DAU's)
Artificial Intelligence (AI)-Powered/ Adaptive Learning (AL)
Prototype Project
9 January 2020**

1. Purpose and Authority

This Request for Solutions (RFS) is seeking vendors for an Other Transaction Authority (OTA) agreement, for Defense Acquisition University's (DAU's) Artificial Intelligence (AI)-Powered/ Adaptive Learning (AL) Project., in accordance with the authority of 10 USC §2371b. 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).

2. Summary and Background

DAU is a corporate training organization that provides learning and development solutions to over 174,000 acquisition, requirements and contingency professionals in the US Department of Defense. Because exponential change, digital disruption, and personal optimization are rapidly changing the way learners absorb and approach learning, DAU seeks to transform its traditional learning processes and capabilities to an adaptive environment that responds, in real time, to learner needs and content mastery. The goal of the AI-Powered/AL prototype project effort is to leverage a variety of commercial out-of-the box (OOB), non-developmental, or open source software solution products to deliver a prototype solution that incorporates AI Adaptive Learning technologies that improve learning effectiveness/efficiency and increase learner perceptions of mastery and self-efficacy. To reduce future risk to the government, DAU seeks a solution that would enable export of modified courseware in an industry standard format. This prototype project is unclassified.

This OTA will determine if industry can provide AI-Powered/AL Prototype solution(s) that demonstrates proof of concept for AI technologies that affect training efficiency and effectiveness for human centered design practices. The enhanced learning mastery will directly improve the efficiency and effectiveness of defense acquisition efforts and increase Warfighter readiness.

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 be required to sign non-disclosure agreements (NDAs).

4. Government Furnished Information (GFI)

- 4.1. Vendors are encouraged to utilize Link 1, Representative Courseware and Link 2, Representative Natural Language Processing (NLP) Grading Assignment, available in Section 11, during Solution preparation.
- 4.2. Post award, DAU will supply GFI learning asset materials which consists of approximately three (3) hours of leaning content comprised of multimedia, knowledge check questions, practice exercises, and supporting materials as well as instructor answer keys, rubrics, and guides where applicable. Additionally, sample student data may be provided if necessary. Please note that Personally Identifiable Information (PII) will not be provided. The vendor shall be responsible for affording the information the appropriate protections.
- 4.3. The GFI will contain the Distribution D classification and will require the vendor to be vetted prior to obtaining the GFI. Once the vendor is vetted, the vendor will then be required to complete and sign Attachment 5, GFI Technical Data Distribution Agreement which includes further guidance regarding the handling of the GFI. The documentation will then be available via electronically or an alternate mutually agreed convenient method. The Government will provide additional GFI to the awardee within 15 days after award of agreement
- 4.4. Furthermore, vendors must provide a list of all GFI that the vendor believes is critical to enable development and demonstration of prototype. The Government cannot guarantee that all GFI requests can/will be accommodated.

5. Solutions Paper Responses

5.1. Solution Paper responses shall include a separate General volume and a combined Technical and Price volume. No pricing detail shall be provided in any volume other than the Technical and Price Volume and shall be included in the Pricing section. Each volume shall include the following:

5.1.1. General Volume

- Cover Page
- Nontraditional status
- Foreign Owned, Controlled or Influenced (FOCI) status
- Organizational Conflicts of Interest and Mitigation Plans

5.1.2. Technical and Pricing Volume

- Cover Page
- Sub-Vendor List
- Solution Paper
- Government Desired Rights in Technical Data and Computer Software
- Anticipated Delivery Schedule
- Cost and Pricing Breakdown
- Rough Order of Magnitude (ROM)

5.2. General Volume

5.2.1. 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 541330.

5.2.2. Nontraditional Status

The vendor shall provide its nontraditional (see paragraph 5.2.2.1 for definition) 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.

5.2.2.1. Definition 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.

5.2.3. FOCI Status

In accordance with RFS Attachment 1, Security Process for Vetting Contractors, the General Volume must include certification 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 1 Security Process for Vetting Contractors are met. In such a case, these mitigating circumstances shall be detailed in an appendix to the General Volume.

5.2.4. Organizational Conflicts of Interest and Mitigation Plan

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

5.3. Technical and Pricing Volume

5.3.1. Cover Page The cover page shall include the vendor's name, 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 541330.

5.3.2. 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 to Technical Volume. The list shall include FOCI status and OCI.

5.3.3. Solution Paper

Solution Paper responses should clearly address planned documentation deliverables (including format and content) and any planned demonstrations, design reviews, and management reviews. Responses shall be submitted in an executable (not scanned) Adobe PDF format and limited to no more than 12 pages, using standard 12-point Arial font. Any charts or figures are not bound by the 12-point font requirement but shall be clearly legible. The Cover Page, Table of Contents, Sub-Vendor List, Rights in Technical Data and Computer Software, FOCl documentation, IMS, Cost and Pricing Breakdown, Acronym Definitions, and Traceability Matrices do not count towards the page count limit.

5.3.4. The vendor's proposed technical solution shall be based on the objectives identified in Milestones 1, 2, 3, and 4 below, with the system characteristics described in the Focus Areas located Section 7.3.1. The solution shall describe how the vendor plans to provide the system characteristics as well as:

1. A design approach that demonstrates a thorough understanding of desired prototype objectives.
2. A design solution that can support training objectives.
3. Team composition and subcontractor involvement.
4. A detailed approach to providing the system characteristics in Section 7.3.1 and managing the follow-on activities for production efforts described in Section 9

5.3.5. The system characteristics in Section 7.3.1 are not listed in any specific order of priority and are provided to help focus vendor responses. In addition to describing the approach to delivering these capabilities, the technical solution shall also include a full discussion of:

- Anticipated integration risks
- Proposed timeline tied to milestone activities.

5.3.6. Prototype Pilot

The AI/AL prototype approach includes the following milestones as well as potential follow-on activities outlined in Section 9: Follow-on Production. The varying completion criteria established for each milestone may be considered a Decision Point (DP) for entry into subsequent milestones and/or follow-on OT production efforts. The technical objectives for each milestone will be separately priced. The Government anticipates the preparation and execution of the prototype pilot(s) will not exceed three and a half (3.5) months.

Milestone 1: Post Award Conference (PAC)/Project Plan

The Government, the National Security Technology Accelerator (NSTXL) and the Vendor will support a PAC. The vendor(s) will also be required to provide the Government with their planned approach to incorporating the DAU

courseware onto their proposed platform. (Vendor format acceptable) In turn, the Government will review and approve the vendor(s) approach prior to Milestone 2 entry.

The Government anticipates that Milestone 1 will not exceed 15 calendar days after Agreement award.

Milestone 2: Courseware Merge

DAU will supply the learning asset materials consisting of approximately three (3) hours of learning content comprised of multimedia, knowledge check questions, practice exercises, and supporting materials as well as instructor answer keys, rubrics, and guides where applicable. The vendor(s) will be required to port DAU courseware onto their proposed platform(s) to produce an adaptive executable course/module. The vendor(s) will be required to familiarize DAU with the vendors platform in order for DAU to assist with content porting, as needed.

After the courseware is ported onto the vendor computing environment, the Government will review for acceptance of properly functioning courseware. In order to enter into Milestone 3 the following criteria shall be met:

- Provide DAU a link to draft course to demonstrate that the course works
- Utilize DAU courseware (SCORM 2004 or latest industry standard format)
- Ability to Demonstrate Focus Areas as proposed (See Section 7.3.1)
- Students can access the course

The Government anticipates that Milestone 2 will not exceed 45 calendar days.

Milestone 3: Prototype Pilot Execution

DAU will conduct a prototype pilot assessment performed on the vendor's platform utilizing the DAU ported courseware generated from Milestone 2. Students will access and take the courses on the vendor's platform(s). Each prototype pilot assessment will be conducted with up to 75 students, selected by DAU, over a period of approximately 14-days. The vendor(s) are required to provide Tier 1 Help Desk Support and Job Aids to support students during execution of Prototype Pilots

In order to gain acceptance and entry into Milestone 4 the following criteria shall be met:

- Successful prototype pilot completion by executing the DAU ported courseware on the vendor's platform accessed by a test group of up to 75 students.
- Demonstration of proposed Focus Areas (See Section 7.3.1)

The Government estimates that this milestone will not exceed 30 calendar days.

Milestone 4: Pilot Data and Analysis Report

After the student pilots are complete, the vendor will provide a prototype pilot data analysis report, to include source files (three (3) to five (5) pages provided in electronic format), of individual student performance and data aggregates of learning. In addition, the vendor shall provide the following deliverables:

- Modified / reconfigured DAU courseware content
- Verification of AI engagement of raw student performance and activity data

The Government estimates that Milestone 4 will not exceed 15 days.

5.3.7. Government Desired Rights in Technical Data and Computer Software

5.3.7.1. For the purposes of this RFS and final award document, the Government will use the data rights and computer software related terms defined in Attachment 3, Data Rights License Terms Definitions.

5.3.7.2. Vendor shall complete the Data Rights Assertions Tables using the format provided in Attachment 2, Data Rights Assertions Tables. The vendor's assertions, including any assertions of its subcontractors 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.

5.3.7.3. The Government requires Government Purpose Rights to all development and deliverables of technical data and software developed exclusively with Government funds under this transaction agreement. This includes but is not limited to the following:

(a) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(b) Form, fit, and function data;

(c) Data necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(d) Corrections or changes to technical data furnished to the Vendor by the Government;

(e) Data otherwise publicly available or have been released or disclosed by the Vendor or Vendor partners without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

5.3.7.4. Commercial Computer Software

If the Government has a need for rights not conveyed under the license customarily provided to the public, the Government must negotiate with the third party software vendor(s) to determine if there are acceptable terms for transferring such rights. The specific rights granted to the Government shall be enumerated in the license agreement or an addendum thereto.

The Government shall only have the rights specified in the license for the commercial computer software and its related commercial computer software documentation for the software listed in the tables below. The terms of any End User License Agreements apply only to the extent they are consistent with law and Attachment 4, Terms and Conditions and EULA

5.3.7.5. All rights in Technical Data and Computer Software, developed exclusively at private expense, are negotiable based on the vendor's proposed solution.

5.3.7.6. The vendor shall describe the intellectual property rights being provided to the Government in terms of technical data and software, clearly outlining any rights restrictions. If the proposed solution includes commercial software, copies of any applicable End User License Agreements (EULAs) must be submitted with the response. It is the Government's intent to plan for the concurrency, maintenance, and modification of the Suite using Government personnel and third party contractors. The EULA submissions have no page limit and do not count against the proposed technical solution page limitation.

5.3.7.7. The vendor shall make every effort to incorporate non-proprietary resources and tools when feasible and applicable to the effort. This includes, but is not

limited to, software rights, data, source code, drawings, manuals, warranties, and integration efforts.

5.3.7.8. The vendor shall clearly state all assumptions made during development of responses.

5.3.8. Anticipated Delivery Schedule

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

5.3.9. Cost and Pricing Breakdown

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 milestone. 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. 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. In addition, vendors shall describe their licensing/pricing model(s) for their described Prototype Pilot solutions. See section 5.3.6 for pricing assumptions.

5.3.10. Rough Order of Magnitude (ROM)

Vendors shall provide a ROM pricing for potential follow-on production activities to include the following:

- Describe your licensing/pricing model(s) and include a high-level ROM for your described solution's recurring and non-recurring costs (e.g., installation/set-up, initial training, sustainment costs, upgrade costs and other associated/ add-on services) for a Production/Maintenance environment. Assume a range of 4,000 to 6,000 concurrent users for online training and a range of 150 to 500 concurrent users for pre-course NLP grading.
- Include any Educational Institution discount pricing, if available

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.

6. RFS Response Instructions

6.1. The Government intends to make multiple OT awards as a result of this RFS.

- 6.2. All questions related to this RFS shall be submitted via email to initiatives@nstxl.org, with “DAU AI/AL Prototype Vendor Questions” in the subject line.
- 6.3. Questions must be submitted no later than 12:00 PM EDT on 24 January 2020. 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.
 - 6.3.1. 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.
- 6.4. Solution Responses shall be submitted no later than 12:00 PM EDT on 10 February 2020. Solution Responses shall be submitted electronically to initiatives@nstxl.org, with “DAU AI/AL Prototype” used in the subject line. Any submissions received after this time on this date may be rejected as late and not considered.
 - 6.4.1. 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 Attachments, 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. Evaluation and Selection Process

- 7.1. Vendors are encouraged to submit a written Solution Paper. After evaluation of the Solution Paper(s) (Stage I), vendor(s) may be selected for participation in Stage II, Presentation and Demonstration, or award will be made to the most highly qualified vendor from Stage I. The evaluators will consider both the Solution Papers and the Presentation and Demonstration (if applicable) when selecting the preferred approach(es) to achieving the Government’s objectives.
- 7.2. 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.

7.3. Stage I, Solution Paper

Individual responses will be evaluated with consideration given to the overall technical merit of the response and the total project risk with consideration aimed at the Technical Focus Areas referenced in 7.3.1 and the ability to satisfy and fulfill all the RFS requirements. The proposed project price, schedule, and intellectual property rights proposal/assertions, will be considered as aspects of the entire response when weighing risk and reward. The Vendor’s focus is to describe its approach to the AI/ AL prototype, as outlined in this RFS.

7.3.1. The solution paper will be evaluated, and should provide specific emphasis, based upon the following focus areas. While these focus areas are of significant importance, responses will be considered as a whole. Vendor solutions should include Focus Areas 1 – 3 and either Focus Area 4 or 5. (Vendors may, if they choose, address both Focus Areas 4 and 5). It is important to note that the Government will also accept partial solutions of value

Table 1: Focus Areas

Focus Areas	Focus Area Description
1	Effectiveness of AI technology leveraged to drive adaptation
2	Solution innovation
3	Product performance and adherence to standards
4	Implementation of Adaptation Features
5	Natural language processing

Focus Area 1: Effectiveness of AI technology leveraged to drive adaptation
<ul style="list-style-type: none"> • Pedagogical or cognitive science models leveraged • Degree to which the solution leverages AI to respond, in real time, to learner needs and content mastery • Degree to which the solution leverages AI to improve learning effectiveness/ efficiency • Degree to which the solution leverages AI to increase learner perceptions of mastery and self-efficacy

Focus Area 2: Solution innovation
<ul style="list-style-type: none"> • Extent to which the solution combines more than one AI-powered adaptive learning technology • The solution introduces AI-powered adaptive learning methods or techniques that are breakthrough for the adult learning space

Focus Area 3: Product performance and adherence to standards

- Extent to which the solution adheres to IEEE/Advanced Distributed Learning (ADL) (<https://adlnet.gov/poligy>) and IMS Global Industry specifications/standards (<http://www.imsglobal.org>) to include XML files, Learning Tools Interoperability (LTI), QTI, AAIP, CASE, TIN CAN Launch, xAPI, cmi5 and SCORM 2004
- Does the solution support authentication with a third-party identity provider using industry standards such as SAML 2.0, Oauth and WS Federation
- Extent to which the solution protects sensitive data residing on or transiting through your product (e.g., PII) from cybersecurity threats
- Level of FedRAMP authorization. Is the product capable of being hosted as a cloud Software as a Service (SaaS) or on-premises at the DAU and/or third-party hosting with applicable Federal and DoD certifications and authorizations (e.g., FedRAMP, FISMA, RMF). If not, willingness to obtain certification and authorization. See <https://marketplace.fedramp.gov/#/products?sort=productName> for more details on FEDRAMP authorization
- Level of 508 compliance
- Scalability. Ability to support up to 6,000 concurrent users for online training and up to 500 concurrent users for pre-course NLP grading without performance degradation
- Maintainability. Level of self-service to develop and maintain courseware over its lifecycle on the vendor's platform
- Multi-Platform Support—Build Once, Distribute to Many. Ability to effectively render content that runs on multiple operating systems (e.g., Windows 10, mac OS, Android, iOS) and device types (e.g. desktop, laptop, tablets, and mobile phones) supporting multiple browsers (e.g., Chrome, Edge, Firefox, Internet Explorer)
- Exportability: Ability to export modified courseware content to an industry standard format such as IEEE/ADL and IMS Global Industry specifications/standards to include XML files, LTI, QTI, AAIP, CASE, and SCORM 2004 and AICC
- Reliability. 24 x 7 availability (except during upgrades and planned maintenance) with 99.9% uptime, no critical failures or unplanned system restarts
- Supportability. Tier 1 level help desk support

Focus Area 4: Implementation of Adaptation Features

- Extent adaptation features improve learning effectiveness/efficiency and increase learner perceptions of mastery and self-efficacy.
- Effectiveness of sequencing to personalize learning within an instructional block / course
- Reinforces/repeats un-mastered concepts using various modalities

- Allows learners to skip previously mastered areas
- Type, frequency, granularity (individual/aggregate) of learner actions recorded
- Data visualization dashboard for instructors, students and ISDs
- Provides feedback to the students and instructor
- Authoring Support: Efficiency and effectiveness of the solution to develop adaptive courseware and to convert legacy non-adaptive courseware into adaptive courseware
- Transparency that allows stakeholders to understand/trace the system's decision process

Focus Area 5: Natural language processing

- Technical accuracy level of text and voice recognition
- Ability to automatically grade unstructured homework and examine essays
- Recognizes plagiarism
- Provides feedback to the students and instructor
- Reinforces/repeats un-mastered concepts
- Type, frequency, granularity (individual/aggregate) of learner actions recorded
- Data visualization dashboard for instructors, students and ISDs
- Validated human performance level (i.e., how the tool compares to human scoring)

7.4. Stage II, Solution Presentations and Product Demonstrations

In the event that the Government finds two or more highly qualified solutions, a down-select will occur with the most qualified vendors to provide Solutions Presentations and to conduct Product Demonstrations. The Government reserves the right to request further substantiating documentation about existing capabilities in the proposed solution. The approach outlined in this section may evolve, as appropriate, to ensure the Government can most effectively determine the best solution.

- 7.4.1. Solution Presentations and Product Demonstrations are anticipated to be held the week of 2 March 2020 via web conference. The specific details will be provided upon notification. Vendors selected to present and demonstrate their solution will be notified two weeks prior and provided initial feedback to incorporate into their demonstrations. The Product Demonstrations will allow the vendor to further articulate its proposed solution, respond to discussion items provided prior to their Product Demonstrations, and answer further questions from the evaluation team. The demonstration stage should provide the Government the ability to see the capability proposed within your solution, as available in its current state, with the same opportunity to further articulate

the solution and answer questions from the evaluation team. The Government intends to record these demonstrations.

7.5. Selection Process

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

7.5.1.1. 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.

7.5.1.2. Unsupported assertions will be discounted by the evaluators.

7.5.2. 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. The Government also reserves the right to make award to the most qualified vendor following Stage I, without entering into Stage II of the evaluation.

7.5.3. 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.

8. Additional Information

8.1. 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).

8.2. 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.

- 8.3. 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]”

- 8.4. 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.”

Public Release or Dissemination of Information. There shall be no dissemination or publication, except within and between the Performer and any subcontractors, of information developed under this Agreement or contained in the reports to be furnished pursuant to this Agreement without prior written approval of the AOR/PM. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Performer.

There shall be no association with DAU or use of DAU's logo on any product performance claims resulting from work under this Agreement. Any student information provided under this Agreement shall be destroyed upon completion of the Period of Performance. All Data, as defined above, shall be returned to the Government and any remaining copies destroyed.

9. Follow On Production

Upon successful completion of the prototype, 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.

For potential follow-on Production efforts the vendor shall meet the following requirements:

- Cloud solutions are required to be, at a minimum, FEDRAMP Level II authorized. (See <https://www.fedramp.gov/> for more information).
- The solution shall meet Federal requirements for 508 compliance. Section 508 Amendment to the Rehabilitation Act of 1973, as amended in 1998 requires Federal agencies to make their electronic and information technology accessible to people with disabilities. (See <https://section508.gov/> for more information).
- The Government must be able to obtain an Assessment and Authorization (A&A) when interfacing with the vendor solution in accordance with DoD Instruction 8510.01, RMF for DoD IT.
- If the solution requires storing or transiting DoD CUI, the vendor solution must provide “adequate security” for covered defense information that is processed, stored, or transmitted on the contractor’s internal information system or network. To provide adequate security, the contractor must, at a minimum, implement National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations.” The contractor must report cyber incidents that affect a covered contractor information system or the covered defense information residing therein. The contractor must submit malicious software discovered and isolated in connection with a reported cyber incident to the DoD Cyber Crime Center and if requested, submit media and additional information to support damage assessment. The contractor must flow down these requirements to subcontractors for which subcontract performance will involve covered defense information.

- Potential follow-on Production may require storage of For Official Use Only (FOUO) information or Controlled Unclassified Information (CUI), however, the vendors will not be required to distribute, or store classified information.
- It is the Government's intent to plan for the maintenance and modification of its courseware using Government personnel and third-party contractors if a Production follow-on effort is elected.
- The solution shall support up to 6,000 online course concurrent users and up to 500 concurrent users for pre-course NLP grading without performance degradation.

10. Attachments

Attachment 1, Security Process for Vetting Contractors
Attachment 2, Data Rights Assertions Tables
Attachment 3, Data Rights License Terms and Definitions
Attachment 4, Terms and Conditions and EULA
Attachment 5, GFI Technical Data Distribution Agreement

11. Links

Link 1, Representative Courseware:

<https://dart.dau.edu/composica/courses/clc007-contract-source-selection>

Link 2, Representative NLP Grading Assignment (PowerPoint file):

https://myclass.dau.edu/bbcswebdav/xid-3302163_4