

Request for Information (RFI)

For

Synthetic Training Environment Live Training System (STELTS):
FoF/FoT Tier 2 Engagement Types (Placed, Thrown, and
Dropped Objects)
and Enabling Technologies

18 October 2021

Rev 1

1. **Update.** The Government has revised its strategy for pursuing solutions on the STE LTS Tier 2 Prototype Project. This RFI supplements the RFI posted on 13 September 2021. Vendors shall address both RFI requirements to comply with the response. If there are inconsistencies between the two postings, the latter shall apply.

The Government reserves the right to award agreements from Request for Information responses to the respondent(s) whose solution substantiates to be most advantageous to the Government with considerations given to technical merit, technical maturity, operational logistics, total project risk, and data rights. The Government reserves the right to award to a respondent that does not meet all of the requirements but provides attributes or partial solutions of value.

2. **RFI Response Instructions.** Companies electing to respond to this RFI shall be submitted electronically no later than **noon 3 January 2022** to initiatives@nstxl.org, with “STE LTS FoF/FoT RFI Response 2.0” used in the subject line. The responses shall not exceed two (2) pages for introduction and administration and no more than 15 pages for all engagement types and enabling technologies. Font must be Arial no smaller than 11-font size on body or charts and graphs. The cover sheet shall include information outlined below. The cover sheet and requested attachments will not be counted towards total page count.

Cover Sheet

- i. Data Rights Proposal and Assertions
- ii. Desired GFE/GFI/GFF
- iii. Foreign Owned, Controlled or Influenced Mitigation (FOCI) Documentation (if applicable)
- iv. Summary of Subcontractors
- v. Vendors must clearly outline how their company meets the eligibility

requirements of an OT (as specified under 10 U.S. C. § 2371b) within their response. The burden for proof is on the submitting vendor.

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

The North American Industrial Classification System (NAICS) code is 541715 pertaining to this request for information.

Vendor's RFI response(s) must be valid for at least 365 days after submission.

3. Data Rights

3.1 Technical Data Rights

The Government desires no less than the following technical data rights for prototypes developed under STE-LTS OTs:

- a. Unlimited rights for all architectures and interfaces between the solution and the live training environment.
- b. Government purpose rights to all co-developed and deliverables of technical data, computer software, and computer software documentation funded under the transaction agreement, for no more than a five-year period starting at contract award. Upon expiration of the five-year period technical data, computer software, and computer software documentation will become unlimited rights.
- c. Prime and sub-vendors' proprietary software coding or hardware development (to include vendor licensing requirements) should not be included without prior Government approval.

3.2 Data Rights Assertion List

Vendor responses should clearly describe the offered rights for technical data and computer software delivered under this OTA, using Attachment 5, Data Rights Assertion List.

- a. The offered rights should be displayed in a manner that allows for ease of discussion in determining trade-offs and potential options for long-term sustainability of the deliverables of this effort. If limited or restricted rights are being asserted within your response, detail the specific rationale for this assertion within the technical volume (and within the price volume include a table that prices Government Purpose Rights, or Unlimited Rights, as applicable, for any such limited or restricted item).
- b. Any items previously developed with federal funding should clearly identify all

components and the Government entity to whom the items were delivered.

- c. If a vendor proposed commercial software as part of the prototype solution, all applicable software licenses required for Government use of the solution must be included with the response. It is the policy of the Government to acquire commercial software using the licenses customarily provided to the public to the extent that they satisfy Government needs and are consistent with Federal law.
- d. The United States Army has release authority on any publications related to this prototype project.

3.3 Definitions. The following definitions apply to this section.

- a. *Government purpose rights* means the right to use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose technical data for United States government purposes. This means, in part, that the technical data could be released to other Government contractors and prospective Government contractors as part of a future competition. The five- year period, or such other period as may be negotiated, would commence upon execution of the OT that required development of the items, components, or processes or creation of the data. The Vendor will have the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this agreement for any commercial purpose during this five-year period. Upon expiration of the five-year or other negotiated period, the Government would receive unlimited rights in the technical data and computer software.
- b. *Unlimited rights* are defined as rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
- c. *Limited rights* are defined as the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—
 - 1. The reproduction, release, disclosure, or use is—
 - i. Necessary for emergency repair and overhaul; or
 - ii. A release or disclosure to—
 - (1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release

or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign Government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign Government is in the interest of the Government and is required for evaluation or informational purposes;

2. The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

3. The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

d. *Restricted rights* apply only to noncommercial computer software and has the meaning included in Defense Federal Acquisition Regulation Supplement 252.227-7014(a) (15).

4. Prospective vendors are advised that non-Government advisors from the Intuitive Research and Technology Corporation and MITRE Corporation and may participate as advisors in the evaluation process. All non-Government advisors will have signed Non-Disclosure Agreements (NDAs) with the Government prior to working this effort. Such companies have been restricted from submitting responses to any current or future STE opportunities.
5. STE-LTS is expected to be a System-of-Systems effort. The Government reserves the right to require vendors to integrate systems and/or subsystems with other vendor solutions based upon the Government's desire to select a "best of breed" live training capability.
6. Follow-On Production: In accordance with 10 U.S.C 2371b, paragraph (f) the Government may provide for the award of a follow-on production contract or transaction to the participants in the transaction of this project that will be specific to the vendor's prototype solution. This Middle-Tier Acquisition Rapid Prototyping (MTA-RP) effort is being conducted to identify technology solutions that can be matured to a production and deployment acquisition phase. The Government reserves the right to proceed from a prototype development OT agreement to a non-competitive production agreement/contract. The Government will make the final assessment of each vendor prototype solution for potential transition to a future production acquisition for final system integration and fielding.

Attachments (to be submitted with RFI Response)

1. Vender Self Vetting Form
2. Data Rights Assertions Tables
3. Data Rights License Terms Definitions
4. Terms and Conditions and EULA