NAVAL INFORMATION WARFARE SYSTEMS COMMAND (NAVWAR) COMMERCIAL SOLUTIONS OPENING (CSO)

Abstract

This announcement introduces the NAVWAR Commercial Solutions Opening (CSO), a streamlined process to rapidly identify and acquire innovative commercial technologies across multiple portfolios, using a simple, agile, three-phase process.

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1. Overview

1.1. Commercial Solutions Opening (CSO) Authority

Title 10 USC § 3458 authorizes the Department of Defense to acquire *innovative* commercial products and services through a competitive process resulting from a general solicitation through a scientific, technological, or other subject matter expert peer review of submissions. The general solicitation is known as a Commercial Solutions Opening (CSO). Commercial contracts or agreements may be awarded and shall be firm fixed price (FFP) or fixed-price incentive (FPI). The use of the CSO is further implemented in the Defense Federal Acquisition Regulation Supplement (DFARS) 212.70.

During the Period of Availability, this CSO and corresponding Areas of Interest (AOI) may be used to award agreements under 10 USC § 4022, FAR Part 12 Commercial Contracts or FAR Part 13 Simplified Acquisition contracts.

1.2. NAVWAR

NAVWAR's mission is to identify, develop, deliver and sustain information warfare capabilities and services that enable naval, joint, coalition and other national missions operating in warfighting domains from seabed to space; and to perform such other functions and tasks as directed. NAVWAR organizes its efforts around several key technology portfolios, which represent areas where commercial innovation can significantly advance capabilities. These portfolios include but are not limited to: Command, Control, Communications, Computers & Intelligence (C4I) technologies, Digital and Enterprise Services, and Manpower, Logistics and Business Systems (MLB). AOIs are typically aligned with one or more of these portfolios, reflecting the specific technological domains NAVWAR is targeting. This announcement is intended to provide an avenue for NAVWAR and Department of Defense partners to utilize CSO authority to rapidly procure innovative commercial services and solutions.

Objective: Rapidly acquire innovative commercial solutions and services using streamlined procedures to enhance information warfare capabilities and services that enable naval, joint, coalition and other national missions operating in warfighting domains from seabed to space.

1.3. Definitions of Terms

Area of Interest (AOI): means an announcement posted on the NAVWAR CSO website which may result in the award of an Other Transaction Agreement (OTA) or commercial contract. AOIs may be issued at any time during the CSO period of availability. Open and / or Closed AOIs may be issued under this CSO to request submission of solution briefs, pitches, and / or proposals. The AOIs may also include specific terms that apply to that AOI such as further technical details, pertinent clauses, or expected deliverables. Solution Briefs, Company

pitches and / or proposals are submitted to the Government only when AOIs under this CSO are published.

AOI Structures:

Open Period AOI: This type of AOI allows for solution briefs, Company pitches and / or proposal submissions at any time within a specified period as set forth in the Open Period AOI.

Closed AOI: This type of AOI allows for solution briefs, Company pitches, and / or proposal submissions at a specified date and time as set forth in each Closed AOI. This process and the dates associated with it are more structured than Open AOIs.

Commercial Contract: Federal Acquisition Regulation (FAR) based Procurement Contract issued under FAR Part 12 and FAR Part 13 Simplified Acquisition; Definition of commercial is found in FAR 2.101.

Innovative pursuant to 10 USC § 3458(e):

(1) any technology, process or method, including research and development, that is new as of the date of submission of a proposal; or

(2) any application that is new as of the date of submission of a proposal of a technology, process or method existing as of such date.

Nontraditional Defense Contractor: as defined in 10 U.S.C 3014. With respect to applicable authority, means an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the Department of Defense for the procurement or transaction, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section. This includes all small business concerns under the criteria and size standards in Title 13, Code of Federal Regulations, Part 121 (13 CFR 121).

Small Business: as defined in the Small Business Act (15 USC § 632) and 13 CFR Part 121.

2. Announcement

2.1. AOI Call Process, Structures and Schedules

AOIs issued under this CSO will follow a basic three phase process. The process is as follows:

Phase 1: Solution Briefs

- In this phase, vendors respond to individual AOIs with a 5-page solution brief. The Government will evaluate Solution Briefs against the criteria stated in this CSO and

corresponding AOI. The Government will not pay companies for the costs associated with Solution Brief submissions.

Phase 2: Pitch Session

- Companies whose Solution Briefs are evaluated to be of merit may be invited to provide a Pitch. The Government reserves the right to limit the number of companies invited to Pitch. As such, a Company's solution may be evaluated to be of merit, but not invited to Pitch. In the event the Government requires a demonstration as part of a Company's Pitch, additional information will be provided in the specific AOI highlighting those procedures, otherwise Phase 2 will be comprised solely of the Company Pitch. The Government will not pay companies for costs associated with pitches, unless otherwise stipulated.

Phase 3: Proposal

- Those companies whose Solution Brief and Pitch are evaluated to be of merit will and are selected for potential award of a Prototype OT, FAR Part 12 Commercial contract, or FAR Part 13 Simplified Acquisition may, if funding is available, be invited to submit a written proposal. The Government will not pay companies for costs associated with preparing a Proposal (e.g., proposal development, negotiations) in Phase 3, unless otherwise stipulated.

The Government intends to release AOI for capabilities within but not limited to the NAVWAR mission areas. AOIs may include specific instructions for submissions and will specify if any information deviates from this CSO announcement. AOIs will not be released on a fixed, scheduled basis, but rather as requirements are identified. AOIs will be posted to the https://www.navwar.navy.mil/Work-With-Us/Open-CSO-Calls/ website; individual AOIs may or may not be posted to SAM.gov.

2.2. Information About Potential Awards

1. **Notice to Companies:** The Government reserves the right to cancel this CSO at any time and is under no obligation to reimburse any costs associated with responding to this CSO or any AOIs issued against this CSO.
2. **Award Types**: In accordance with (IAW) 10 USC § 3458, all CSO awards will be firm-fixed price (FFP) or fixed price incentive (FPI). The potential award types using this CSO includes:
    - Other Transaction (OT) Agreement for Prototype IAW 10 USC § 4022
    - Commercial Contract IAW FAR 12
    - Simplified Acquisition IAW FAR 13

IAW 10 U.S.C. 3458(b), the use of the solicitation procedures described herein are considered to be of competitive procedures for the purpose of chapter 221 of title 10, United States Code. Therefore, should the parties choose to execute a FAR Part 12 or Part 13 based contract as the method of award no further requirements for competition are required prior to award.

3. **Award Parameters:**
   A. Submission of a Solution Brief, Pitch, or Proposal, does not guarantee award of a contract or agreement.
   B. There are no restrictions on the number, type, value, or frequency of awards that may be made against this CSO announcement.
   C. Multiple awards are anticipated and may vary widely in scope, duration, and price within the parameters of this CSO.
   D. The Government reserves the right to award all, none, or some of a selected submissions received in response individual AOIs placed against this CSO.
   E. Submissions selected for funding may be incrementally funded within the parameters of the FAR, DFARS, and DoD Financial Management Regulations (FMR).
   F. The Government reserves the right to negotiate with any Company submitting information in response to an AOI issued under this CSO.
4. **Estimated Budget**: This CSO has no ceiling value or price estimate. Individual awards are not expected to exceed $100 million.
5. **System for Award Management (SAM).** SAM is the primary repository for companies doing business with the Government. Companies submitting responses to any AOIs under this CSO acknowledge the requirement to be registered in SAM prior to award. Payments will utilize Wide Area Workflow, which requires a SAM registration to process payment.
6. **Security:** Unless otherwise stated in an AOI, classified submissions are not accepted for this CSO. Individual AOIs may specify security requirements and or the applicability of a Contract Security Classification Specification (DD 254).
7. **Cybersecurity:** Compliance with National Institute of Standards Technology (NIST) Special Publications (SP) 800-171 Revision 2 applies to commercial contracts awarded under this CSO. Where applicable, potential awardees shall have a Supplier Performance Risk System (SPRS) assessment rating verifiable via the Procurement Integrated Enterprise Environment (PIEE) platform (https://piee.eb.mil).
8. **Procurement Integrity, standards of conduct, ethical considerations, and conflict of interest**: Responding parties are hereby notified that the Government will assess all submissions for the existence of a conflict of interest (COI) or the appearance of a COI. It is incumbent upon the respondent to disclose all relevant facts related to the existence of or potential existence of a COI early in the process.
9. **Teaming Arrangements**: Where logical and feasible to create efficiencies, leverage capability, or enhance the probability for success, collaborative teaming arrangements between multiple parties in responding to individual AOIs is encouraged.

10. **Intellectual Property rights**: Companies will be required to identify any Intellectual Property and the associated restrictions on the Government's use of Intellectual Property.

2.3. Guidelines for Solution Briefs, Pitches and Proposals

2.3.1. General Guidelines

1. Unnecessarily elaborate brochures or proposals are not desired.

2. Use of a diagram(s) or figure(s) to depict the essence of the proposed solution is strongly encouraged.

3. Companies may submit multiple Solution Briefs in response to any single AOI if each submission represents a separate and distinct concept.

4. The period of performance for any Solution Brief or proposal submitted under this CSO should generally be no greater than 24 months.

5. Technical data with military application may require appropriate approval, authorization, or license for lawful exportation.

6. All Solution Briefs, Pitches, and Proposals shall be unclassified. Solution Briefs, Pitches, and Proposals 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 statement on the cover page:

> *"This [select one: Solution Brief, Pitch, or Proposal] 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 awarded 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 the 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]"*

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 proposal."*

7. Foreign-Owned businesses may independently submit a solution or do so as part of a teaming arrangement with one or more United States-Owned businesses. However, the ability to obtain an agreement based upon a submission may depend upon the ability of the Foreign-

Owned business to obtain necessary clearances and approvals to obtain proscribed information.

8. Submissions must be submitted electronically via the NAVWAR CSO website: https://www.navwar.navy.mil/Work-With-Us/Open-CSO-Calls/, unless otherwise noted in an AOI.

9. Submissions sent through other channels or after the AOI period has ended will not be reviewed by the Government.

10. Solution Briefs that are chosen for a Phase 2 Pitch will be notified in writing as soon as practicable.

Note: Individual AOIs may add, change, remove, or reprioritize evaluation criteria for the specific AOI. AOIs may contain clarifying information associated with the criteria listed above.

2.3.2. Phase 1 Solution Brief

PHASE 1 SOLUTION BRIEF CONTENT

Solution Briefs should not exceed five (5) written pages using 12-point font or, alternatively, Solution Briefs may take the form of briefing slides which should not exceed fifteen (15). These limits are not requirements but are strongly recommended.

Title Page (does not count against page limit)

Company Name, Title, Date, Point of Contact Name, E-Mail Address, Phone, and Address. Specifically identify the AOI for which the Solution Brief is submitted.

Executive Summary (one page limit, included in five (5) page limit)

Provide an executive summary of the technology.

Technology Concept

Describe the unique aspects of your technology and the proposed work as it relates to the AOI. Identify whether the effort includes the pilot or demonstration of existing commercial technology (identified as commercially ready and viable technology), or the development of technology for potential defense application. If development or adaptation is proposed, identify a suggested path to mature the technology. Identify aspects which may be considered proprietary.

Company Viability

Provide a brief overview of the Company. Provide a summary of current fundraising to date or a summary of the top line (gross sales/revenues). Provide a summary of product commercialization and go-to-market strategy.

Recommended Award Type

Companies should recommend an award type to be considered for the effort (FAR-based Procurement Contract or OTA). Should the Company be asked to submit a Proposal, the Government and Company will further negotiate the best type of award for the effort.

PHASE 1 SOLUTION BRIEF BASIS OF EVALUATION

All solution briefs correctly submitted in response to an AOI will be evaluated against the stated criteria below.

1. Relevance of the solution in addressing the Problem Statement in the AOI;
2. Company's solution is innovative, and/or the underlying technology is unique or underutilized in Government application;
3. Technical Merit and feasibility of the solution to address Government AOI problem statement.

Additional technical evaluation criteria specific to a particular project may be used. In these instances, the additional criteria will be posted within the AOI announcement on the NAVWAR CSO website. Solution Briefs will not be evaluated against or compared to other Solution Briefs submitted in response to the same AOI.

All Solution Briefs will be fairly evaluated, however, only those Solution Briefs evaluated favorably will be invited to provide a Phase 2 Pitch. The Government reserves the right to limit the number of Companies invited to pitch. Companies invited for the Phase 2 Pitch will be notified in writing as soon as practicable.

2.3.3. Phase 2 Pitch

PHASE 2 PITCH CONTENT

Companies shall provide an in-person or virtual Pitch to demonstrate and provide further details on their proposed concept/technology/solution and the technical and business viability of the proposed solution. The Government may elect to use external market research during the Pitch to evaluate a Company's viability. In addition to the Pitch, the Government, at its discretion, may request for consideration an additional written submission to further supplement the information provided in the Phase 1 Solution Brief. During the Phase 2 Pitch, the Company must detail/address:

Estimated Price/Schedule

Provide a rough order of magnitude (ROM) price and notional schedule for how this concept may be prototyped or otherwise utilized within the DoD.

Data Rights Assertions

The Solution Brief will identify any Intellectual Property (IP) involved in the effort and associated restrictions on the Government's use of that IP.

In addition to these required areas, the Government may request the Company provide additional information/detail with respect to the information provided in the Phase 1 Solution Brief.

PHASE 2 PITCH BASIS OF EVALUATION

Individual pitches will be evaluated against the following factors:

1. Relevance of the pitch in addressing the AOI;
2. The solution has technical merit, adequately addresses the Government need and is feasible;
3. Company viability;
4. Company's solution is innovative, and/or the underlying technology is unique or underutilized in Government application;
5. Company's solution is compelling for meeting agency needs;
6. The Rough Order of Magnitude (ROM);
7. The notional schedule; and
8. Potential impact of data rights assertions.

Individual Pitches will be evaluated based on the above factors. Pitches will not be evaluated against, or compared to any other Pitches held under the same AOI. Pitch submissions will be valid for 180 calendar days after the pitch date. Upon completion of evaluations, the Government will notify the Company that: (1) the proposed concept/technology/solution has been selected for possible award of a Prototype OTA or commercial contract and the Company will be invited to submit a Phase 3 Proposal; (2) the proposed concept/technology/solution is not of interest to the Government; or (3) the proposed concept/technology/solution is of interest, but not eligible for a proposal due to availability of Government resources.

If the proposed concept/technology/solution is of interest, but not eligible for a proposal due to availability of Government resources, the Company may be contacted with a request to respond to a Phase 3 Proposal within 180 calendar days from the Pitch date. If after 180 calendar days from the Pitch date (or earlier if notified by NAVWAR), Government resources are not identified to formally move into a Phase 3 Proposal, the Company will no longer be eligible for an award under that particular AOI.

2.3.4. Phase 3 Proposal

PHASE 3 PROPOSAL CONTENT

The final phase of the CSO process is the Proposal. Based upon the evaluation detailed above, the Government may request the Company submit a Proposal. The Company will be invited to develop and submit a written proposal and negotiate appropriate terms and conditions governing the prototype project or commercial contract. Companies may discuss ideas and details of the Proposal during the Proposal writing process with the Government. Each Proposal submitted shall consist of two sections: Section 1 shall provide the technical Proposal; Section 2 shall address the price/cost/schedule portions of the Proposal. These Proposals will be assessed by NAVWAR subject matter experts. Companies may propose their own internal terms and conditions (e.g., Service License Agreements (SLA) and/or User License Agreements (ULA)) to be considered during negotiations with the Government.

Companies should note that there are certain terms and conditions the Government is unable to accept. However, projects awarded through the CSO are flexible to adopt customary industry standards where it is otherwise legal and where it meets the Government's needs.

Section 1 Technical Proposal

Title Page

Company Name, Title, Point of Contact Name, Date, E-Mail Address, Phone, and Address and any subcontractors or team members. Include an abstract which provides a concise description of the proposal.

Propose a Technical Approach

Describe the background and objectives of the proposed work, the approach, deliverables, and the resources needed to execute it. Include the nature and extent of the anticipated results. Include ancillary and operational issues such as certifications, algorithms, and any engineering/software development methodologies to be used. This proposal must include a Statement of Work (SOW) identifying the work to be performed and the deliverables. Provide a detailed project schedule that outlines the various phases of work to be accomplished within the proposed period of performance. You may refer to the Solution Brief that prompted this proposal request, but do not duplicate it.

Government Support Required

Identify the type of support, if any, the Company requests of the Government in general such as facilities, equipment, data, and information or materials.

Section 2, Price Proposal

The Company shall propose a total price to complete the prototype project and provide any other data or supporting information that is necessary for the determination of a fair and reasonable price. This can include, but is not limited to, commercial price catalog or other proprietary information to help the Government assess project cost.

Additionally, while not required to be specifically addressed in the proposal (with the exception of the 1/3 cost-share requirement, if applicable), the Government will review the proposal to determine if the following statutory requirements are met as applicable:

1. Fits the definition of a prototype
2. Quantity: quantity is limited to that needed to prove technical or manufacturing feasibility or evaluate military utility
3. Meets mission effectiveness standard: Is directly relevant to enhancing DoD mission effectiveness
4. Meets non-traditional participation/cost share requirement: Non-traditional defense contractor contributes to a significant extent or not; if not, 1/3 cost share implementation is addressed
5. Defense Utility: Solution is applicable to a DoD platform, system or component

3. Awards

General Guidelines

Upon favorable review and available funds, the Government may choose to make an award. Awards will be made using OTAs or commercial contracts.

If the Company recommended award type is non-FAR based vehicle, the Agreements Officer will negotiate directly with the Company on the terms and conditions of any OTA, including payments, and will execute the OTA on behalf of the Government. **Only an Agreements Officer has the authority to enter, or modify, a binding agreement on behalf of the Government.**

The Company must be determined to be responsible by the Agreements Officer and must not be suspended or debarred from award by the Government nor be prohibited by Presidential Executive Order and/or law from receiving award.

Receipt of a Proposal does not guarantee that a Company will receive an award. The Government reserves the right, at any point prior to award of a Commercial Contract or OTA, to cancel the Proposal.

Comptroller General Access to Information

In projects that provide for payments in a total amount in excess of $5,000,000, the Agreement will include a mandatory clause that provides for the Comptroller General the ability to examine the records of any party to the agreement or any entity that participates in the performance of the agreement.

Procurement Integrity Act (PIA)

As required by 10 U.S.C. § 2371b(h), all Agreements awarded under this CSO shall be treated as Federal Agency procurements for purpose of 41 U.S.C. Chapter 21. Accordingly, the CSO competitive procedures and awards made must adhere to the ethical standards required by the PIA.

FAR Part 12 and 13 Commercial Contracts

If a Company proposes a commercial solution meeting the FAR 2.101 definition of a commercial product or commercial service, the Government may proceed to award a FAR-based commercial contract. In those instances, this announcement and AOI will fulfill the requirements of DFARS 212.70 and no further competition is required for contract award. Further, no additional commercial item determination will be required. If the Company recommended award type is a FAR-based procurement contract under DFARS 212.70, the Government will have considered the (1) Technical Aspects of the solution, (2) the importance of the solution to agency programs, and (3) determine the price is fair and reasonable. The most important factor is (2) the importance of the solution to agency programs which is more important than (1) Technical Aspects of the solution. When combined factor 1 and 2 are significantly more important than factor 3.

4. Price Reasonableness

Price shall be considered to the extent appropriate, but at a minimum, to determine that the price is fair and reasonable prior to award. In rare circumstances, the Government may request information from the Company regarding recent purchase prices paid by the Government and / or commercial customers for the same or similar commercial items.

5. Iterative Prototyping

Prototype OTAs awarded against this CSO will allow for an iterative prototyping process. An iterative prototyping process will allow the Government to modify, by mutual agreement, the work in a prototype project to allow the adaptation and modification of the technology being prototyped to meet additional unique and discrete purposes/mission sets. These additional unique and discrete purposes/mission sets can be generated by the original Government customer or originate with other organizations within the Federal Government.

6. Follow-On Production

Upon successful completion of a Prototype project under an OTA, the Government may negotiate a follow-on production contract or agreement without further competition IAW 10 U.S.C. §4022(f)(2).

AOIs posted by the Government under this CSO and Prototype OTAs awarded will include language providing for the potential award of a follow-on production contract or agreement as

authorized under 10 U.S.C. § 4022(f)(2). Individual prototype OTAs will explicitly identify follow-on production contracts or OTAs as a potential outcome of a successful prototyping effort.

7. Successful Completion

A transaction for a prototype project is complete upon the written determination of the appropriate approving official (Agreement Officer) for the matter in question that efforts conducted under a Prototype OTA: (1) met the key technical goals of a project; (2) satisfied success metrics incorporated into the Prototype OTA; or (3) accomplished a particularly favorable or unexpected result that justifies the transition to production. Furthermore, successful completion can occur prior to the conclusion of a prototype project to allow the Government to transition any aspect of the prototype project determined to provide utility into production while other aspects of the prototype project have yet to be completed. Any Prototype OTA shall contain a provision that sets forth the conditions under which that prototype agreement must be successfully completed.

8. Non-Government Advisors

Non-Government advisors may be used in the evaluation of Solution Briefs, Pitches and during Proposal development and negotiations. Non-Government advisors will have signed non-disclosure agreements (NDAs) with the Government. Companies may enter into specific NDAs directly with the Non-Government advisors or their corporate entities. Submission of any information under this CSO will constitute a grant of authority by the submitting Company to the Government to allow the use of non-Government advisors to participate in evaluations of all phases of the CSO process.

The Government understands that information provided in response to this CSO is presented in confidence and may contain trade secret or commercial or financial information, and it agrees to protect such information from unauthorized disclosure to the maximum extent permitted or required by Law, to include:

a. 18 U.S.C. 1905 (Trade Secrets Act);

b. 18 U.S.C. 1831 et seq. (Economic Espionage Act);

c. 5 U.S.C. 552(b)(4) (Freedom of Information Act);

d. Executive Order 12600 (Pre-disclosure Notification Procedures for Confidential Commercial Information); and,

e. Any other statute, regulation, or requirement applicable to Government employees.

NAVWAR policy is to treat all submissions as confidential information, and to disclose their contents only for the purpose of evaluation. Restrictive notices notwithstanding, during the

evaluation process, submissions may be handled by support contractors for administrative purposes and/or to assist with technical evaluation. All NAVWAR and DoD support contractors performing this role are expressly prohibited from performing NAVWAR-sponsored technical research and are bound by appropriate NDAs.

Submissions will not be returned. The original copy of each submission received will be retained at NAVWAR and all other non-required copies destroyed. A certification of destruction may be requested, provided the formal request is received at this office within 5 calendar days after notification that a Solution Brief, Pitch, or Proposal was not selected.