AFWERX PRIME
INNOVATIVE CAPABILITIES OPENING (ICO)

Number	FA228024R0007			
Open Date:	31 January 2024	Close Date:	Until Actively Closed	
Points of Contact	james.helmick@afwerx.af.mil	timothy.palen@afwerx.af.mil		
Calls:				
0001	**Autonomy Prime Proving Ground Fly-Off**	Status: **Open**	Accepting Solutions?: **Yes**	Close Date: **1 August 2024**

Table 1: ICO at a glance

1. Federal Agency Name: AFWERX Prime, AFRL/RGP

2. Federal Agencies Capable of Issuing Contracts/Agreements: DoD users approved by AFWERX to leverage the AFWERX Prime ICO.

3. Innovative Capabilities Opening (ICO) Type: This is an ICO with Calls. This ICO will remain open until the AFWERX Prime program has no further requirements to obtain new solutions or new capabilities that fulfill requirements, close capability gaps, or provide potential technological advances. This technique is for the publication of an umbrella solicitation that contains the basic information but does not request Pitch Decks or proposals with its initial issuance. This type of opening functions as the framework for future Calls by identifying the basic terms and administrative information of the ICO. The ICO will be amended to issue Calls with focus areas defined by AFWERX. It is anticipated that the AFWERX Prime ICO will be updated at least annually, and this umbrella ICO will be open in perpetuity until canceled by the Air Force. Of note, the Government will not accept white papers under this ICO. Pitch Decks and Proposals shall only be submitted in response to Calls.

4. Calls: Calls will be issued that detail specific Areas of Interest (AOI), consistent with AFWERX Prime mission and objectives . Each Call will identify the instructions for submitting solutions, proposal instructions, timelines, and other related information.

5. General Information

   The purpose of this ICO is to provide the overarching solicitation structure for which future Calls will be issued. The purpose of each Call will be to competitively solicit solutions for prototype and fielding resulting from their initial submissions in response to the calls posted on sam.gov associated with this ICO.

6. Background & Authority

AFWERX Prime aims to accelerate and “prime” emerging commercial markets by incorporating military interests to help advance new technologies. This benefits both the commercial industry and military capabilities.

In addition to funding, Prime leverages other unique Department resources, like test infrastructure, certification authorities, interagency relationships, and early operational use cases, bringing the Department of the Air Force’s full value proposition to bear by becoming an early adopter to de-risk emerging markets.

This ICO will be used to award Other Transactions for Prototype Project (OTP) agreements IAW 10 U.S.C. § 4022.

OTP agreements issued against this competitive solicitation must satisfy at least one of the following conditions:

- There is at least one non-traditional defense contractor or nonprofit research institution participating to a significant extent in the prototype 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 prototype project is to be paid out of funds provided by sources other than the Federal Government.
- The senior procurement executive for the agency determines in writing that exceptional circumstances justify the use of a transaction that provides for innovative business arrangements or structures that would not be feasible or appropriate under a procurement contract, or would provide an opportunity to expand the defense supply base in a manner that would not be practical or feasible under a contract.

7. ICO Vision

The purpose of this ICO is to provide for the rapid solicitation and award of AFWERX Prime sponsored technology areas of interest. This is accomplished through issuing this umbrella ICO which will remain open until AFWERX deems the solicitation no longer necessary. Calls issued under this ICO solicitation will define specific areas of interest, the open period when offers may be submitted, and the points of contact related to those interest areas.

The Government reserves the right to award an Other Transaction (OT) Agreement under 10 U.S.C. § 4022, including prototype and follow-on production, or no contract instrument at all, as a result of this solicitation. Awards can be for all or some of the submitted solutions. Follow-on production contracts may be issued if the award was a result of this competitive solicitation and the prototype project has been determined successful.

8. ICO Definitions

    a. “Call” A Call is an amendment to an umbrella ICO defining technical areas of interest, submission instructions, timelines, points of contact, and other specific information. The Call is a request for response from prospective industry partners.

b. “Open Period” refers to the date that a Call is open for offerors to submit solutions. Solutions will be evaluated as soon as practicable (i.e., as they are received) and awards may be issued during the open period. Evaluations and awards may be made after the closing date for those submissions received prior to the closing date and time provided within the Call. Solutions submitted after the closing date will not be considered.

c. “Innovative Capabilities Opening” (ICO) is a competitive procedure agreements officers may use to acquire prototypes as provided in 10 U.S.C. § 4022.

d. "Other Transaction” refers to the statutory authority to enter into transactions other than procurement contracts, grants, or cooperative agreements. The DoD has the authority to enter into Other Transactions for Research Projects (10 U.S.C. § 4021) and Other Transactions for Prototype Projects (10 U.S.C. § 4022).

e. “Prototype Project” is defined at 10 U.S.C. § 4022(e)(5) The definition of a "prototype project" in the context of an OT is as follows: (A) a prototype project addresses a proof of concept, model, or process, including a business process, (B) reverse engineering to address obsolescence, (C) a pilot or novel application of commercial technologies for defense purposes, (D) agile development activity, (E) the creation, design, development, demonstration of technical or operational utility, or (F) combinations of the foregoing.

   Although assistance terms are generally not appropriate in OT agreements, ancillary work efforts that are necessary for completion of the prototype project, such as test site training or limited logistics support, may be included in prototype projects. A prototype may be physical, virtual, or conceptual in nature. A prototype project may be fully funded by DoD, jointly funded by multiple federal agencies, cost-shared, funded in whole or part by third parties, or involve a mutual commitment of resources other than an exchange of funds.

f. “Nontraditional Defense Contractor” is defined in 10 U.S.C. § 3014 as 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 15 U.S.C. § 632 and 13 C.F.R. Part 121.

g. “Nonprofit Research Institution” means a nonprofit institution, as defined in 15 U.S.C. § 3703 as an organization owned and operated exclusively for scientific or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual.

h. “Small Business Concerns” is defined in the Small Business Act (15 U.S.C. § 632) and 13 CFR Part 121.

9. ICO Procedure

All Solutions submitted in response to Calls will be in response to and governed by the procedures and guidelines as defined in this ICO. Calls will be issued and follow the two-step methodology described below -

a. Step 1 - Pitch Deck Submission: Offerors shall submit a 10 slide Pitch Deck summarizing the offeror's proposed technical approach to meet the objectives defined within the Call.

    i. Offerors submissions will be evaluated to determine whether the submission is selectable or non-selectable.

        1. Selectable submissions are those that are eligible, technically feasible, and demonstrate importance to the agency's objectives defined within each Call. Selectable rated submissions may be eligible for Step 2 – Request for Proposal based on availability of funds. Selectable submissions may progress into Step 2 anytime within a year after the closing date of the Call.

        2. Non-selectable submissions are those that are not eligible, are not technically feasible, or do not demonstrate importance to the agency's objectives defined within each Call. Non-selectable submissions will not move to Step 2 at any time. Offerors may request feedback upon notification of non-selectable status.

b. Step 2 - Request for Proposal (RFP): Those offerors whose Pitch Deck is evaluated and determined to be selectable may be invited to submit a full written proposal following the instructions provided in Request for RFP. Awards will result from successful evaluation and negotiation of proposals received in response to Step 2 of the Call, and are subject to the availability of funds.

10. Guidelines for Submissions, Demonstrations and Proposals

a. General Guidelines

    i. Unnecessarily elaborate brochures or proposals are not desired.

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

    iii. The period of performance for any Solution submitted must be included in Step 2 submissions.

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

v. All Pitch Deck Submissions and Proposals shall be unclassified unless instructions are otherwise provided within each Call or Step 2 RFP. Pitch Deck Submissions and Proposals containing proprietary information 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 general disclaimer on the cover page:

1. “This [select one: Pitch Deck Submission or Proposal] includes proprietary information 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 Offeror 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 proprietary information if it is legally obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”

vi. Submissions shall be submitted electronically as prescribed by each call.

1. Submissions sent through other mediums, channels, and/or after the open period has ended will not be considered, reviewed nor evaluated.

vii. Solution Submissions that are not invited to a Step Phase 2 Request for Proposal will be notified in writing as soon as practicable. Further feedback may be provided, upon request, at the Contracting/Agreements Officer’s discretion. Feedback to unsuccessful offerors shall be provided upon request in accordance with provisions and timelines of 10 U.S.C. § 3304.

b. Offerors must assert under which category they understand to be eligible for an award under 10 U.S.C. § 4022(d) (Non-traditional defense contractor, small business, participation, cost share, etc.). This assertion is not binding and may be subject to clarification and structuring in negotiation with the Government to ensure the proper eligibility requirements are met prior to solicitation and/or award.

c. Participation limitations by Foreign-Owned business will be defined at the Call level.

d. Step 1 - Pitch Deck: Submission Content

i. Offerors are required to submit a Pitch Deck following instructions provided within each Call.

e. Step 1 – Pitch Deck: Basis of Evaluation

i. Eligibility: The entity must be registered via SAM.gov and be eligible to receive federal awards. Note: Awards under this effort are not anticipated to be assistance instruments i.e. grants. The entity must be eligible for prototype award under 10 U.S.C. § 4022(d).

ii. Technical Feasibility: Pitch Deck briefs must adequately demonstrate the ability to achieve stated technical objectives and address the offerors understanding of the needs/requirements listed within the specific call. The Pitch Deck brief must, at a minimum, describe the solutions ability to meet the stated criteria or provide enough information to describe a path by which the solution may be adapted to meet the need/requirement.

iii. Importance to the Government: The Pitch Deck brief must adequately demonstrate its perceived importance to the Government. This should be related to stated missions, objectives, characteristics, relevant operational imperative or perceived fit within a technology area based on the vendor's understanding of the technology being proposed.

iv. The Government may elect to use external market research in the evaluation of an offeror's viability.

11. The Government holds the right to select all, some, or none of the solution submissions submitted in response to the applicable Call.

12. Step 2 - Request For Proposal (RFP): Submission Content

    a. The second and final Step of the ICO process is the RFP. Based upon the results of Step 1 the Government may issue an RFP. If that occurs, an offeror, or offerors, will be invited to develop and submit a written proposal as well as negotiate appropriate terms and conditions, as applicable, governing the proposed solution and/or prototype. At this stage, the selected offerors may discuss proposal development details during the proposal writing process with their assigned Government subject matter expert(s). Each proposal submitted shall consist of two sections: Section 1 shall provide the technical proposal and Section 2 shall address the price/cost/schedule portions of the proposal. Additionally, offerors are invited to provide their own internal terms and conditions that may be consolidated with those of the Government. This includes Service License Agreements (SLA) and/or User License Agreements (ULA).

    b. Specific Instructions to offerors will be provided in each RFP.

13. Offerors should note that there are certain terms and conditions the Government may be unable to accept. However, projects awarded through the ICO may provide flexibility to adopt customary industry standards where it is otherwise legal and meets the Government's general public responsibility.

14. In all cases, proprietary information shall be protected from unauthorized access to competitors and non-government personnel.

15. Awards - General Guidelines

a. Upon favorable review of the RFP and subject to the availability of funds, the Government may choose to pursue an award under 10 U.S.C. § 4022 . The Agreements Officer reserves the right to negotiate directly with the offeror on the terms and conditions prior to execution of the resulting contract or OT, including payment terms, and will execute the contract/agreement on behalf of the Government. Be advised, only an Agreements Officer has the authority to enter into, or modify, a binding contract or agreement on behalf of the United States Government.

b. Iterative Prototyping- An OTP awarded against this ICO may allow for an iterative prototyping process.

    i. An iterative prototyping process will allow the Government to modify, by mutual agreement, the scope of an OT to allow for the adaptation and modification of the technology being prototyped to meet additional unique and discrete purposes/mission sets. The sequential prototype iterations may result in a separate prototype project rather than a modification of the original prototype contract or OT. These additional unique and discrete purposes/mission sets can be generated by USAF or originate within any USAF subordinate or supported organization.

    ii. The Government may issue umbrella OTP agreements from this competitive solicitation with the ability to issue prototype orders to allow for iterative prototyping efforts. Using this methodology, the umbrella agreement will contain a vision statement which will be used to guide future prototype orders. Each order will define the prototype meeting the definition of a prototype project in 10 U.S.C. § 4022. A prototype project may be considered successful based on performance of a part of an order, the final results of a single order, or the cumulative performance of multiple orders.

c. In order to receive an award under the 10 U.S.C. § 4022 authority:

    i. Offerors must have a valid CAGE and Unique Entity ID (UEI) number, and must register in the System for Award Management (SAM) prior to receiving an award or agreement. Offerors are advised to commence SAM registration upon receipt of a Request for RFP.

    ii. Offerors must also register in the prescribed government invoicing system Wide Area Work Flow: https://wawf.eb.mil/xhtml/unauth/registration/notice.xhtml.

    iii. Offerors must represent their small business size and status as required in this solicitation.

iv. Offerors must be determined to be responsible by the Contracting/Agreements Officer and must not be suspended or debarred from award by the Federal Government nor be prohibited by Presidential Executive Order and/or law from receiving an award.

v. Receipt of a Request for RFP does not guarantee that an offeror will receive an award and the Government reserves the right not to award a contract/agreement.

vi. Offerors must be able to present a completed DD Form 2345 illustrating certification in the Defense Logistics Agency Joint Certification Program – follow this link for more information.

d. Comptroller General Access to Information - If the prototype OT provides 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.

e. Procurement Integrity Act (PIA) - As required by 10 U.S.C. § 4022(h), all Agreements awarded under this ICO shall be treated as Federal Agency procurements for the purpose of 41 U.S.C. Chapter 21. Accordingly, the ICO competitive solicitation process and awards made thereof must adhere to the ethical standards required by the PIA.

16. Successful Completion of Prototype

a. A prototype project is complete upon the written determination of the appropriate government approving official (program manager and Contracting/Agreements Officer) for the matter in question that the efforts conducted under a prototype contract or OT: (1) met the key technical goals of a project; (2) met the metrics incorporated into the prototype contract or OT; or (3) accomplished a particularly favorable or unexpected result that justifies the transition to a production contract or OT.

   Furthermore, prior to successful completion of a prototype project under this ICO, the Government can 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.

17. Follow-on Production of a Prototype

a. After award of a prototype the Government and offeror may negotiate a follow-on procurement contract or OT for production or solution integration with or without further competition. Any concept/technology/solution successfully proven through a contract or Prototype OT can be transitioned to a production contract. The Government reserves the right to award a follow-on contract or OT before the

prototype is complete, under competitive procedures as provided in 10 U.S.C. § 4022.

b. Any RFP issued by the Government in connection to this ICO could result in the potential award of a follow-on production or solution integration contract or OT.

c. The Government reserves the right to extend performance to all, some, or none of the selected solutions and will be made based on the availability of government funds.

18. Non-Government Advisors: Non-Government advisors may participate as non-scoring members of the evaluation team. Non-government advisors will be identified in individual Calls. The Government understands that information provided in response to this ICO is presented in confidence and may contain trade secrets 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:

    ➔ 18 U.S.C. 1905 (Trade Secrets Act);
    ➔ 18 U.S.C. 1831 et seq. (Economic Espionage Act);
    ➔ 5 U.S.C. 552(b)(4) (Freedom of Information Act);
    ➔ Executive Order 12600 (Pre-disclosure Notification Procedures for Confidential Commercial Information); and,
    ➔ Any other statute, regulation, or requirement applicable to Government employees

19. Source Selection Sensitive Information: Department of the Air Force policy is to treat all submissions as source selection information and will only disclose their contents for the purpose of evaluation. Restrictive notices notwithstanding, during the evaluation process, submissions may be handled by Non-Government advisors for administrative purposes and/or to assist with technical evaluation(s). All Government support contractors performing this role are expressly prohibited from performing DAF technical research and are bound by appropriate NDAs.

20. Questions: Please submit questions via the following link: https://forms.gle/qYSji6kDmhD6y9eN8. Note: questions and answers submitted will be made publicly available via this ICO posting.

21. ICO Provision - Subject to Availability of Funds: Funds are not presently available for this ICO. The Government's obligation under this ICO is contingent upon the availability of appropriated funds from which payment for ICO purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Agreements Officer and until the Contractor receives notice of such availability, to be confirmed in writing by the Agreements Officer.