



I A R P A  
BE THE FUTURE

Broad Agency  
Announcement for

COVID-19 Seedling Research Topics

IARPA-BAA-20-01

BAA Release Date:  
**May 21, 2020**

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## 1 **Overview Information**

- **Federal Agency Name** – Office of the Director of National Intelligence/Intelligence Advanced Research Projects Activity (IARPA)
- **Funding Opportunity Title** – COVID-19 Seedling Research Topics
- **Announcement Type** – Initial
- **Funding Opportunity Number** – IARPA-BAA-20-01

**Questions** - Submit questions on administrative, technical, or contractual issues by email to [dni-IARPA-BAA-20-01@iarpa.gov](mailto:dni-IARPA-BAA-20-01@iarpa.gov) . All requests must include the full name and affiliation of a point of contact. Do not send questions with proprietary content. A consolidated Question and Answer response will be posted on the Beta.SAM.gov for Contract Opportunities website (<https://beta.sam.gov/>) and linked from the IARPA website (<https://www.iarpa.gov/index.php/research-programs/covid-19-baa>). No answer will go directly to the submitter. IARPA will accept questions until **June 1, 2020, 4:00 PM EST**.

- **Dates**
  - **Posting Date:** May 21, 2020
  - **Proposal Due Date for Initial Round of Selections:** July 7, 2020 (Offerors may submit proposals any time after June 5, 2020 until the proposal due date for initial round of selections, July 7, 2020.)
  - **BAA Closing Date:** May 20, 2021 (A BAA amendment will be issued to announce subsequent rounds of selections, if any)
- **Anticipated individual awards** – Multiple awards anticipated
- **Types of instruments that may be awarded** –Procurement Contracts
- **Agency Points of contact** -
  - ATTN: IARPA-BAA-20-01
  - Office of the Director of National Intelligence
  - Intelligence Advanced Research Projects Activity
  - Washington, DC 20511
  - Electronic mail: [dni-IARPA-BAA-20-01@iarpa.gov](mailto:dni-IARPA-BAA-20-01@iarpa.gov)
  - Phone: Contracting Officer, 301-243-1886 (email is preferred)

**Program Website** - <https://www.iarpa.gov/index.php/research-programs/covid-19-baa>

- **BAA Summary** – Quick turnaround projects for COVID-19 Research Topics

## 2 Funding Opportunity Description

### 2.1 Introduction

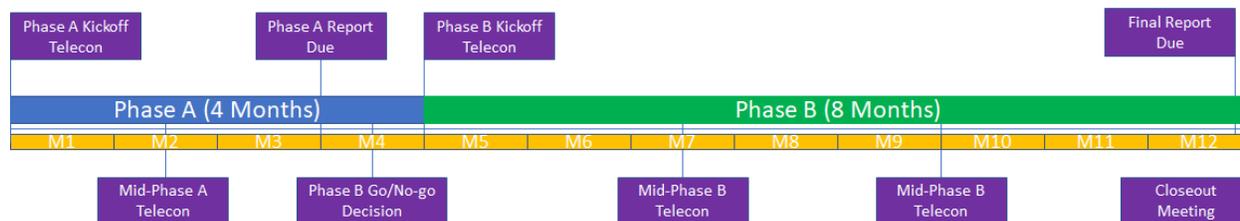
The **Intelligence Advanced Research Projects Activity (IARPA)** invests in high-risk/high-payoff research programs that have the potential to provide our nation with an overwhelming intelligence advantage. The current COVID-19 pandemic focuses attention on the need for technologies to assist with:

- detection and sensing;
- supply chain management and integrity;
- geo-spatio-temporal monitoring and mapping, with privacy protection;
- information reliability and collaboration tools; and
- modeling, simulation, and predictive analytics.

These technologies align well with needs of the intelligence and national security communities and are, therefore, under the purview of IARPA’s research mission. Successful technology solutions will require creative, multidisciplinary methods, paradigm changing thinking, and transformative approaches. Preference will be given to research with the ability to not only provide rapid capability against the current COVID-19 pandemic, but also enhanced warning and response capacity for future similar events.

This BAA solicits proposals for short-term, limited scope research in topic areas that are not addressed by emerging or ongoing IARPA programs or other published IARPA solicitations. It is primarily, but not solely, intended for early stage research that may lead to larger, focused programs through a separate BAA in the future.

Proposals are solicited that are structured as a Phase A base with a Phase B option. Phase A represents an initial proof of concept of the proposed approach. Phase B, if exercised, will build upon the proof-of-concept research in Phase A to deliver a demonstration. Phase A shall be of a duration of no more than 4 months to demonstrate prototype proof-of-concept, with preliminary reports due at month 3. The reports shall be used in evaluation of projects for continuation to Phase B. Phase B shall be no longer than 8 months in duration. Shorter duration projects, if appropriate for the subject matter, may be considered. See Figure 1 for a proposed project timeline.



**Figure 1: Proposed Phase A + B timeline with key activities.**

Proposals must explicitly address relevance of the technical approach to the current COVID-19 pandemic and extensibility to future pandemics, including a timeline for eventual implementation. Proposals shall demonstrate that the proposed effort has the potential to make revolutionary, rather than incremental, improvements to current capabilities. Research that primarily results in

evolutionary improvement to the existing state of practice is specifically excluded.

Proposals must include offeror-defined objectives, as well as milestones and performance metrics as task-driven intermediate steps towards the objectives.

## **2.2 Description of Topics and Areas of Interest**

### **A. Detection and Sensing**

- Approaches for rapid diagnosis of viral infection, in particular by SARS-CoV-2, in both symptomatic and asymptomatic individuals, with greatest interest in non-contact approaches (e.g., breath sampling) that could be used at entrances to public transportation, airports, and retail stores.
- Tools for field monitoring of RNA/DNA (eDNA) (e.g., in wastewater or other environmental samples) to detect nascent viral outbreaks such as COVID-19 and estimate their scale and geographic footprint.

### **B. Supply Chain Management and Integrity**

- Tools for mapping global reagent supply chains, identifying critical reagents, and developing efficient manufacturing processes for rapid spin-up to compensate for reagent supply chain disruptions.
- Identify, map, and characterize the importance and role of different elements of the supply chain in terms of their downstream impact on national security and the U.S. economy.
- Tools for identifying regions at risk for critical supply shortages, creating an on-demand response model, and developing agile, flexible capabilities that could be repurposed to produce materials in critically short supply.
- Modeling the effect of local, regional and global productivity interruptions on critical supply chains including pharmaceuticals and medical supplies, food, equipment parts and components to support emergency services including safety and healthcare.

### **C. Geo-spatio-temporal Monitoring and Mapping, with Privacy Protection**

- Novel approaches for contact tracing among populations who lack mobile phones and/or internet connectivity.
- Privacy-preserving COVID-19 contact tracing approaches that utilize modern communications and internet-of-things technology.
- Methods for rapid and robust tracking of individual-to-individual pathogen spread during a pandemic.

### **D. Information Discovery, Information Reliability, and Collaboration Tools**

- New methods for recognizing and parsing relevant data releases for validity, intent, and impact, including analysis of raw data streams such as public research articles, open fora, or sequences with the goal of reducing the timeline from identification and evaluation of data to data-driven solution implementation. Proposals that focus on multilingual and multimodal data integration are of particular interest.

#### E. Modeling, Simulation, and Predictive Analytics

- Methods that leverage multiple data streams, including non-intuitively correlated data, to elucidate pathogen or disease propagation patterns, identify regions where risk of infection is high, and/or forecast outbreaks with good temporal fidelity.
- Tools for widespread surveillance and risk estimation of animal-borne pathogens (before they ever come into contact with humans). Risk estimation might include potential to cross species barriers, transmission mechanisms, reproduction numbers, incubation times, duration of infectivity, virulence, mechanisms of human immune evasion and modification, pathogenetic mechanisms, and/or lethality.
- New approaches that leverage a broad range of data types to evaluate the future impacts of pandemic disease on political, economic, societal, and technological development at local, regional, national and global scales.
- Modeling to forecast the effects of social distancing and quarantine policies on the rate of infectious disease propagation. Models should also account for the effects of population heterogeneity, spatial variation, co-morbid conditions, and other significant influences on the effective disease reproduction number.
- Develop multimodal data dependent models to forecast the effects of various pandemic policy options on evolving geopolitical, economic, and social conditions. Include estimation of the effective loss of workforce and its impact on economic and national security conditions.

### **2.3 Proposal Information and Structure**

The Government anticipates that proposals submitted in response to this BAA will be UNCLASSIFIED. Proposals must address two independent and sequential project phases: Phase A - Initial Proof of Concept (base) and Phase B - Demonstration (option). The periods of performance for these phases shall not exceed 4 months for Phase A and 8 months for Phase B. Combined Phase A and Phase B shall not exceed 12 months. Specific technical objectives to be achieved within the topic areas listed above, task descriptions, intellectual property rights, milestone schedule, and deliverables shall be addressed in the proposal. Detailed proposal preparation instructions are provided in Section 5. The total award value for the combined Phase A base and Phase B option shall be less than \$1,000,000.

To support the quick turnaround nature of this project and reduce administrative burden for both the Government and the Contractor, Offerors are encouraged to accept a Firm Fixed Price (FFP) contract with fixed payable milestones. Fixed payable milestones are fixed payments based on successful completion of the milestone accomplishments as set forth in agreed upon milestone payment schedules.

## **3 Award Information**

### **3.1 General Award Information**

The BAA shall result in awards for both Phases of the program. Exercise of the Phase B option shall depend upon performance during Phase A - base as well as program goals, the availability of funding, and IARPA priorities. Exercising of the Phase B option is at the sole discretion of the Government.

Multiple awards are anticipated. The amount of resources made available under this BAA shall depend on the quality of the proposals received and the availability of funds.

The Government reserves the right to select for negotiation all, some, one, or none of the proposals received in response to this solicitation and to make awards without discussions with Offerors. The Government also reserves the right to conduct discussions if determined to be necessary. Evaluation and award of proposals will follow FAR Part 35 processes as described herein.

Proposals selected for negotiation may result in a procurement contract.

Awards under this BAA shall be made to Offerors on the basis of the Evaluation Factors listed herein, as well as successful completion of negotiations.

The Government will contact Offerors whose proposals are selected for negotiations to obtain additional information required for award. The Government may establish a deadline for the close of fact-finding and negotiations that allows a reasonable time for the award of a contract. Offerors that are not responsive to Government deadlines established and communicated with the request may be removed from award consideration. Offerors may also be removed from award consideration should the parties fail to reach agreement within a reasonable time on contract terms, conditions, and cost/price.

### **3.2 Multiple Submissions to the BAA**

Organizations may participate as a prime or subcontractor in more than one submission to the BAA. However, if multiple submissions to the BAA which include a common team member are selected, such common team members shall not receive duplicative funding (i.e., no one entity can be paid twice to perform the same task).

## **4 Eligibility Information**

### **4.1 Eligible Applicants**

All responsible sources capable of satisfying the Government's needs may submit a proposal. Historically Black Colleges and Universities, Small Businesses, Small Disadvantaged Businesses and Minority Institutions are encouraged to submit proposals and team with others to submit proposals; however, no portion of this announcement shall be set aside for these organizations' participation due to the impracticality of reserving discrete or severable areas for exclusive competition among these entities. Other Government Agencies, Federally Funded Research and Development Centers, University Affiliated Research Centers, Government-Owned, Contractor-Operated facilities, Government Military Academies, and any other similar type of organization that has a special relationship with the Government, that gives them access to privileged and/or proprietary information or access to Government equipment or real property, are not eligible to submit proposals under this BAA or participate as team members under proposals submitted by eligible entities. An entity of which only a portion has been designated as a UARC may be eligible to submit a proposal or participate as a team member subject to an organizational conflict of interest review.

#### **4.1.1 U.S. Academic Institutions**

According to Executive Order 12333, as amended, paragraph 2.7, "Elements of the Intelligence Community are authorized to enter into contracts or arrangements for the provision of goods or services with private companies or institutions in the United States and need not reveal the

sponsorship of such contracts or arrangements for authorized intelligence purposes. Contracts or arrangements with academic institutions may be undertaken only with the consent of appropriate officials of the institution.”

It is highly recommended that Offerors submit a completed and signed Academic Institution Acknowledgment Letter for each U.S. academic institution that is a part of their team, whether the academic institution is serving in the role of a prime, or a subcontractor or a consultant at any tier of their team with their proposal. Each Letter must be signed by a senior official from the institution (e.g. President, Chancellor, Provost, or other appropriately designated official). A template of the Academic Institution Acknowledgment Letter is enclosed in Appendix A of this BAA. Note that IARPA shall not enter into negotiations with an Offeror whose team includes a U.S. academic institution until all required Academic Institution Acknowledgment Letters are received.

#### **4.1.2 Foreign Entities**

Foreign entities and/or individuals may participate but only as part of a U.S. based team. The prime contractor must be a U.S. company. Foreign entities and individuals may participate as subcontractors or employees of a U.S. company however, all foreign participation must comply with any necessary Non-Disclosure Agreements, Security Regulations, Export Control Laws and other governing statutes applicable under the circumstances. Offerors are expected to ensure that the efforts of foreign participants do not either directly or indirectly compromise the laws of the United States, nor its security interests. As such, domestic Offerors should carefully consider the roles and responsibilities of foreign participants as they pursue teaming arrangements.

#### **4.2 Organizational Conflicts of Interest**

According to FAR 2.101 “Organizational Conflict of Interest” (OCI) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

In accordance with FAR 9.5, Offerors are required to identify and disclose all facts relevant to potential OCIs involving the Offeror’s organization and any proposed team member (subawardee, consultant). Under this Section, the Offeror is responsible for providing this disclosure with each proposal submitted pursuant to the BAA. The disclosure must include the Offeror’s, and as applicable, proposed team member’s OCI mitigation plan. The OCI mitigation plan must include a description of the actions the Offeror has taken, or intends to take, to prevent the existence of conflicting roles that might bias the Offeror’s judgment and to prevent the Offeror from having an unfair competitive advantage. The OCI mitigation plan will specifically discuss the disclosed OCI in the context of each of the OCI limitations outlined in FAR 9.505-1 through FAR 9.505-4.

IARPA generally prohibits Contractors from concurrently providing Scientific Engineering Technical Assistance (SETA), Advisory and Assistance Services (A&AS) or similar support services and being a technical Contractor. Therefore, as part of the FAR 9.5 disclosure requirement above, address whether an Offeror or an Offeror’s team member (e.g. subawardee, consultant) is providing SETA, A&AS, or similar support (e.g., T&E services) to IARPA under: (a) a current award or subaward; or (b) a past award or subaward.

If SETA, A&AS, or similar support is or was being provided to IARPA, the proposal must include:

The name of the IARPA program or office receiving the support;

The prime contract number;

Identification of proposed team member (subawardee, consultant) providing the support.

As part of their proposal, Offerors shall include either (a) a copy of their OCI notification including mitigation plan or (b) a written certification that neither they nor their subcontractor teammates have any potential conflicts of interest, real or perceived. A sample certification is provided in Appendix A.

The Government will evaluate OCIs and potential OCIs to determine whether they can be avoided, neutralized or mitigated and/or whether it is in the Government's interest to grant a waiver. The Government will make OCI determinations, as applicable, for proposals that are otherwise selectable under the BAA Evaluation Factors.

The Government may require Offerors to provide additional information to assist the Government in evaluating OCIs and OCI mitigation plans.

If the Government determines that an Offeror failed to fully disclose an OCI; or failed to provide the affirmation of IARPA support as described above; or failed to reasonably provide additional information requested by Government to assist in evaluating the Offeror's OCI and proposed OCI mitigation plan, the Government may reject the proposal and withdraw it from consideration for award.

## **5 Application and Submission Information**

Interested Offerors are required to submit full proposals (Volume I, Technical and Management Proposal, Volume 2 Cost/Price Proposal) in order to receive consideration for award. Compliant proposals shall be received by the time and date specified in the BAA, for the Proposal Due Date for Initial Round of Selections (see BAA Section 1, Overview Information). Proposals received after this date will be considered late and will not be reviewed. If there are any subsequent rounds of selection prior to BAA closing, the BAA will be amended to notify Offerors and to provide the proposal due date for the next round of selections. Selection for award remains contingent on the technical and funding availability evaluation factors.

The Government intends to use Booz Allen Hamilton, Whitney, Bradley & Brown, Inc. (WBB), BRTRC Federal Solutions, Patriot Solutions Group, Airlin Technologies, Bluemont Technology and Research, Crimson Phoenix, Northwood Global Solutions, Onto & Quants, Inc., Quantitative Scientific Solutions, QS-2, SAIC and Tarragon Solutions to provide expert advice, regarding portions of the proposals submitted to the Government and to provide logistical support in carrying out the evaluation process. All Government and Contractor personnel shall have signed and be subject to the terms and conditions of non-disclosure agreements. By submission of its proposal, an Offeror agrees that its proposal information may be disclosed to employees of these organizations for the limited purposes stated above. Offerors who object to this arrangement shall provide clear notice of their objection as part of their transmittal letter. If Offerors do not send notice of objection to this arrangement in their transmittal letter, the Government shall assume consent to the use of contractor support personnel in assisting the review of submittal(s) under this BAA. Only Government personnel will make evaluation and award determinations under this BAA.

All administrative correspondence and questions regarding this solicitation shall be directed by

email to [dni-IARPA-BAA-20-01@iarpa.gov](mailto:dni-IARPA-BAA-20-01@iarpa.gov) . Proposals shall be submitted in accordance with the procedures stated in the BAA.

## **5.1 Proposal Preparation Instructions**

All proposals shall be in the format given below. Non-compliant proposals may be rejected without review.

Proposals shall consist of Volume 1 - Technical and Management Proposal and Volume 2 – Cost/Price Proposal. All proposals shall be written in English. Additionally, text should be black and paper size 8-1/2 by 11-inch, white in color with 1” margins from paper edge to text or graphic on all sides. IARPA prefers Times New Roman font with font size not smaller than 12 point. IARPA prefers that the font size for figures, tables and charts not be smaller than 10 point. All contents shall be clearly legible with the unaided eye or the proposal may not be considered. Proposals shall be submitted in .pdf unless otherwise indicated.

The Government anticipates proposals submitted under this BAA will be UNCLASSIFIED.

Proposals shall be valid for 120 days from proposal due date for initial round of selections unless the Offeror proposes a shorter validity period.

The Government reserves the right to reject a proposal without review if the information requested below is not adequately addressed.

Each proposal submitted in response to this BAA shall consist of the following:

### **5.1.1 Volume 1 – Technical & Management Proposal**

- Cover Sheet (not included in page count)
- Transmittal Letter (limited to 1 page, not included in page count)
- Proposal (not to exceed **8 pages**)
  - **Attachments (not included in page count)**
    - 1 – Academic Institution Acknowledgment Letter, if required
    - 2 – Intellectual Property Rights (estimated not to exceed 2 pages)
    - 3 – OCI Notification or Certification
    - 4 – Bibliography
    - 5 – Human Use Documentation, if applicable (no page limit)
    - 6 – Animal Use Documentation, if applicable (no page limit)
    - 7 – A Quad Chart Summary of the Proposal (in Power Point format)

The Cover Sheet template is included in Appendix A. Complete all sections and include as the proposal cover. The Cover Sheet is not included in the page count.

The Transmittal Letter shall include the following (not to exceed one page):

Introduction of Offeror and team (subcontractors and consultants), the BAA number, Offerors’ Program name, the proposal validity period, the type of contract vehicle being requested (FFP/Cost/Cost-Plus-Fixed-Fee/Cost-Sharing procurement contract) with a short rationale, any non-negotiable conditions on which the offer is based (such as contract type, Intellectual Property (IP ) restrictions, etc.) and the Offeror’s points of contact information including: name, email and

phone number for both technical and administrative issues.

The Proposal shall include the mandatory elements specified in sections A. through C. below.

#### **A. Proposal Overview**

- A technical overview of the proposed research and plan. Effectively and succinctly convey the main objective, key innovations, expected impact, and other unique aspects of the proposed research project. The overview must include a paragraph on the relevance of the proposed research to the Intelligence Community mission and the COVID-19 pandemic, as well as a realistic timeframe for implementation of results. This shall include a description of the key technical challenges, a concise review of the technologies proposed to overcome these challenges and achieve the project's goal, and a clear statement of the novelty and uniqueness of the proposed work are required. This section shall address the following questions: What is the proposed work attempting to accomplish or do? How is it done today, and what are the limitations? Who or what will be affected and what will be the impact if the work is successful?
- Summary of the products, transferable technology and deliverables associated with the proposed research results. Describe measurable deliverables that show progress toward achieving proposed milestones and goals. (All proprietary claims to the results, prototypes, IP, or systems supporting and/or necessary for the use of the research, results, and/or demonstration shall be detailed in proposal Attachment 2, Should no proprietary claims be identified in Attachment 2, Government rights shall be unlimited to all technology and deliverables resulting from or delivered under this BAA.)
- Schedule and milestones for the proposed research. Summarize, in table form the schedule and milestones for the proposed research. Do not include proprietary information with the milestone chart. **(The milestone chart may become part of the resultant contract.)**
- Related research. Include a brief summary of other research in this area, comparing the significance and plausibility of the proposed innovations against competitive approaches to achieve proposed objectives.
- Project contributors. Include a clearly defined organizational chart of all anticipated project participants and affiliations (e.g. subcontractor, consultant), organized under functional roles for the effort, along with the associated task number responsibilities for each. Provide a summary of expertise of the proposed team, including any subawardees/consultants and key personnel who will be executing the work. Identify a principal investigator (PI) for the project.
- Facilities. Describe the facilities and resources that will be used for the proposed effort, including computational and experimental resources.
- Resource Share. Include the type of support, if any, the Offeror might request from the Government, such as facilities, equipment, materials, or any such resources the Offeror is willing to provide at no additional cost to the Government to support the research effort. (Cost-sharing is not required from Offerors and is not an evaluation criterion but is encouraged where there is a reasonable probability of a potential commercial application related to the proposed research and development effort). The names of other federal, state or local agencies or other parties receiving the proposal and/or funding the proposed effort.

If none, so state. Concurrent submission of the proposal to other organizations will not prejudice its review but may impact IARPA's decision to fund the effort.

## **B. Statement of Work (SOW)**

This section shall provide a detailed, clearly defined plan for the technical tasks/subtasks to be performed, by phase, their durations and the dependencies among them. For each task/subtask, provide:

- A general description of the objective;
- A detailed description of the approach to be taken, developed in an orderly progression and in enough detail to establish the feasibility of accomplishing the goals of the task;
- Identification of the primary organization responsible for task execution (prime, sub-contractor, team member, etc.) by name;
- The exit criteria for each task/activity (i.e., a product, event or milestone that defines its completion); and
- Identification of all deliverables (e.g. reports, software) to be provided to the Government.

**Note: Do not include any proprietary information in the SOW (The SOW will be incorporated into the resultant contract).**

## **C. Technical Proposal Attachments (Not included in page count):**

- Attachment 1: Academic Institution Acknowledgment Letter (see BAA Section 4.1.1. and sample letter in Appendix A).
- Attachment 2: Intellectual Property and Data Rights Assertion (estimated not to exceed 2 pages, see template in Appendix A).
- Attachment 3: OCI notification including mitigation plan or Certification stating no OCI (see BAA Section 4.2 and sample certification letter in Appendix A.)
- Attachment 4: Bibliography. A brief bibliography of relevant technical papers and research notes (published and unpublished) which document the technical ideas on which the proposal is based.
- Attachment 5: Human Use Documentation in accordance with BAA Section 7.2.3, if applicable.
- Attachment 6: Animal Use Documentation in accordance with BAA Section 7.2.4, if applicable
- Attachment 7: A Quad Chart Summary of the Proposal. A PowerPoint summary that quickly and succinctly indicates the, seedling concept, expected impact, seedling innovations and expected deliverables, and other unique aspects of the proposal. The format for the summary slide is included in Appendix A to this BAA and does not count against the page limit. The slide should be a self-contained, intuitive description of the technical approach and performance and may be used during the evaluation process to present a summary of the proposal from the Offeror's view.

### **5.1.2 Volume 2: Cost/Price Proposal (No page Limit)**

IARPA anticipates awarding FFP procurement contracts, however, Offerors may request other than a FFP type procurement contract (i.e., cost-reimbursement, cost-share, etc.).

Regardless of the type of contract, the Offeror's cost/price proposal shall contain sufficient supporting information to establish the Offeror's understanding of the project, the perception of project risks, the ability to organize and perform the work and to support the realism and reasonableness of the proposed cost/price, to the extent appropriate.

Offerors shall provide the detailed cost supporting information addressed below and in the Volume 2 Cost Element Spreadsheet, Appendix A.

Offerors may submit alternative cost/price supporting information or information in a different format, however, this will be subject to a CO determination of acceptability. If alternative information and formatting are not found acceptable, the CO will request the Offeror provide appropriate cost supporting information during negotiations. Examples where alternative cost/price supporting information and formatting may be found acceptable are when submitted by non-traditional contractors such as commercial entities that do not typically accept FAR-based contracts, small businesses, start-up companies or foreign companies.

Proposals shall be valid for 120 days from proposal due date for initial round of selections unless the Offeror proposes a shorter validity period.

The Cost/Price Volume shall include the following:

#### **A. Cost Element Breakdown and Total Cost Summary**

Offerors shall submit an Excel document, in the format provided in Appendix A. It shall include intact formulas and shall not be hard numbered. The base and option period cost data should roll up into a total cost summary. The Excel files may be write-protected but shall not be password protected.

- Completed cost element breakdown for the base period, option period and the total project summary in the format provided in Appendix A.
- Total costs broken down by major task.

#### **B. Narrative Supporting Information**

In addition to the above, supporting cost and pricing information shall be provided in sufficient detail to substantiate the Offeror's cost estimates. Include a description of the basis of estimate (BOE) in a narrative for each cost element and provide supporting documentation, as applicable:

Direct Labor – Describe the basis of the proposed labor categories and rates and provide a copy of the most recent Forward Pricing Rate Agreement (FPRA) with the Government. If Offerors do not have a current FPRA with the Government, provide payroll records or contingency hire letters with salary data to support each proposed labor category, including those for key individuals, and the most recent Forward Pricing Rate Proposal Submission, if applicable. Offeror should also address whether any portion of their labor rates is attributable to uncompensated overtime.

Labor Escalation Factor – State the proposed escalation rate and the basis for that rate (e.g., based upon Global Insight indices, Cost Index or historical data). If the escalation rate is based upon

historical data, provide data to demonstrate the labor escalation trend. Provide a sample calculation demonstrating application of the factor to direct labor.

Subcontracts (to include consultants and Inter-organizational Transfers (IOTs)) – The Offeror is responsible for compiling and providing full subcontractor proposals with the Cost Volume. Subcontractor cost element sheets shall be completed for the base period, option period and the total summary using the same format required for the prime contractor (See Appendix A). Consultant letter(s) of commitment shall also be attached.

Information shall be presented in Excel with intact formulas using the format provided in Appendix A. The Offeror shall also provide justification for why the subcontractor was selected and its determination that the cost/price is fair and reasonable (Reference FAR Part 44 and FAR clause 52.244-2). If subcontractors have concerns about proprietary cost information, subcontractors can submit their detailed cost proposal information directly to the CO during negotiations.

Materials and Equipment – Provide copies of quotes, bill of materials, historical data or any other information including Offeror's analysis to support proposed costs.

Travel - The proposed travel supporting detail shall include destination and purpose of the trip, number of trips, number of travelers and days per trip and price per traveler in sufficient detail to verify the BOE. Limited travel is anticipated. Offerors may require travel to meet with team members. Offerors will not be required to travel to meet with IARPA. Proposed travel costs shall comply with the limitations set forth in FAR Part 31.

Conference travel will not be authorized under this contract.

Other Direct Costs (ODCs) – ODCs shall be listed separately and supported by quotes, historical data or any other information including the Offeror's analysis.

Indirect Costs – The Offeror shall show indirect cost calculations, identify the proposed indirect rate by fiscal year and period (base, option) and provide information on indirect cost pools and allocation bases for each year and program period involved. If a Government agency recently audited the Offeror's indirect rates, the Offeror shall identify the agency that conducted the audit, when the rates were approved and the period for which they are effective. Include a copy of this rate agreement. Absent current Government rate recommendations, it is incumbent on the Offeror to provide some other means of demonstrating indirect rate realism (e.g., 3 years of historical actual costs with applicable pools and bases). If proposed rates vary significantly from historical experience, the Offeror shall explain of the variance.

Cost sharing – Describe the source, nature and amount of cost-sharing, if any. (Acceptable forms of cost share include (but may not be limited to): Cash contributions (application of discretionary resources) from prime Offeror and/or subcontractor(s); unreimbursed labor; materials and equipment; use of materials or equipment for program duration (lease value equivalent); and IP with established market value. Non- acceptable forms of cost share include (but may not be limited to): foregone fee; foregone G&A and COM if using independent research and development (IR&D) as cost share; valuation of IP with no established market value; facilities or other assets accounted for in overhead rates applied to labor; and capital assets without clear and direct contribution to the program.)

Other Pricing Assumptions – Identify all pricing assumptions, that should be incorporated into the resulting award instrument (e.g., use of Government Furnished Property/Facilities/Information,

access to Government Subject Matter Experts, etc.).

Facilities Capital Cost of Money (FCCM) – If proposing FCCM, the Offeror shall show FCCM cost calculations, identify the proposed FCCM factors by contractor fiscal year and program year and provide a copy of the Forward Price Rate Agreement (FPRA), Forward Price Rate System (FPRS) or Forward Pricing Rate Recommendation (FPRR), if available.

Profit/Fee - Identify the proposed profit or fee percentage and the proposed profit/fee base. Provide justification for your proposed profit or fee.

Systems - For the systems listed below, provide a brief description of the cognizant federal agency and audit results. If the system has been determined inadequate, provide a short narrative describing the steps your organization has taken to address the inadequacies and the current status. If a formal audit has been performed by a Government Agency, please provide a complete copy of the audit report or adequacy determination letter. If the system has never received a formal Government review and approval include a statement to that effect. Address whether your organization has contracts that are Cost Accounting Standards (CAS) covered and if so, whether they are subject to full or modified CAS coverage.

- Accounting system (if proposing a cost reimbursement contract)

## **5.2 Proposal Submission Information**

Proposals shall be submitted electronically through the IARPA Distribution and Evaluation System (IDEAS). Offerors interested in providing a submission in response to this BAA shall first register by electronic means in accordance with the instructions provided on the following web site: <https://iarpa-ideas.gov>. Offerors who plan to submit proposals for evaluation are strongly encouraged to register a few days prior to the due date. Offerors who do not register in advance do so at their own risk, and IARPA shall not extend the due date to accommodate such Offerors. Failure to register as stated shall prevent the Offeror's submittal of documents.

After registration has been approved, Offerors should upload a proposal, (Volume 1, Volume 2 and Attachments), in 'pdf' format, or as otherwise directed (Excel, PowerPoint, etc.). Offerors are responsible for ensuring a compliant and timely submission of their proposals to meet the BAA submittal deadlines. Time management to upload and submit is wholly the responsibility of the Offeror.

Upon completing the proposal submission, the Offeror shall receive an automated confirmation email from IDEAS. Please forward that automated message to [dni-IARPA-BAA-20-01@iarpa.gov](mailto:dni-IARPA-BAA-20-01@iarpa.gov). IARPA will be reviewing proposals on a rolling basis so the submittal time may impact an Offeror's opportunity for proposal evaluation and award. IARPA strongly suggests that the Offeror document the submission of their proposal package by printing the electronic receipt (time and date stamped) that appears on the final screen following compliant submission of a proposal to the IDEAS website.

Proposals submitted by any means other than IDEAS shall not be considered unless the Offeror attempted electronic submittal but was unsuccessful. Should an Offeror be unable to complete the electronic submittal, the Offeror shall employ the following procedure. The Offeror shall send an e-mail [dni-IARPA-BAA-20-01@iarpa.gov](mailto:dni-IARPA-BAA-20-01@iarpa.gov), prior to the proposal due date and time specified in the BAA and indicate that an attempt was made to submit electronically and that the submittal was

unsuccessful. This e-mail shall include contact information for the Offeror. Upon receipt of such notification, the Government will provide additional guidance regarding submission.

The Proposal shall be submitted by the date and time specified in the BAA, Overview Information section, Proposal Due Date for Initial Round of Selections, in order to be considered in the initial round. It is in IARPA's sole discretion whether to call for a second round of proposals. Selection of any subsequent rounds remains contingent on the technical and funding availability evaluation factors. Proposals received after the Proposal Due Date for Initial Round of Selections, or subsequent round proposal due dates, are deemed to be late and will not be reviewed. Failure to comply with the submission procedures may result in the submittal not being evaluated.

Although classified proposals are not anticipated for this program, if an Offeror chooses to submit a classified proposal, the Offeror must first contact IARPA via [dni-IARPA-BAA-20-01@iarpa.gov](mailto:dni-IARPA-BAA-20-01@iarpa.gov) and request detailed submittal instructions. The Government reserves the right not to accept classified proposals or supporting information. In no case shall classified information be uploaded into IDEAS.

Regarding proprietary markings, Offerors are responsible for clearly identifying proprietary information. Submissions containing proprietary information must have the cover page and each page containing such information clearly marked with a label such as "Proprietary." NOTE: "Confidential" is a classification marking used to control the dissemination of U.S. Government National Security Information and should not be used to identify proprietary business information. See BAA Section 7.2.1 for additional information on Proprietary Data.

## **6 Evaluation of Proposals**

Proposals will be evaluated under FAR Part 35 procedures as described below.

The factors used to evaluate and select proposals for negotiation for this BAA are described in the following paragraphs. Because there is no common SOW, each proposal shall be evaluated on its own merits and its relevance to the BAA goals rather than against other proposals submitted in response to this BAA.

The proposals shall be evaluated on the basis of technical evaluation and funding availability factors. The technical evaluation and funding availability factors are of equal importance. Within the technical evaluation factor, the specific technical criteria are in descending order of importance, as follows: Overall Scientific and Technical Merit and Potential Contribution and Relevance to the IARPA Mission. Within the funding availability factor, the sub criteria are of equal importance. Specifics about the evaluation criteria are provided below.

Awards will be made on the basis of the technical evaluation and funding availability factors, and subject to successful negotiations with the Government. Award shall not be made to Offeror(s) whose proposal(s) are determined not to be selectable.

Offerors are cautioned that failure to follow submittal instructions may negatively impact their proposal evaluation or may result in rejection of the proposal for non-compliance.

### **6.1 Technical Evaluation Factor (sub criteria are in descending order of importance)**

Proposals will be evaluated using the following technical criteria, listed in descending order of importance:

### **A. Overall Scientific and Technical Merit**

The proposed technical approach is novel, innovative, feasible, achievable, and complete. The proposed technical team has the expertise and experience to accomplish the proposed tasks. Task descriptions and associated technical elements provided are complete and in a logical sequence with all proposed deliverables clearly defined such that a final outcome that achieves the goal can be expected as a result of award. The proposal identifies major technical risks and planned mitigation efforts are clearly defined and feasible.

### **B. Potential Contribution and Relevance to the IARPA Mission**

The potential contributions of the proposed effort bolster the national security technology base, and support IARPA's mission to make pivotal early technology investments that create or prevent technological surprise. The proposed intellectual property restrictions (if any) will not significantly impact the Government's ability to utilize and transition the technology.

## **6.2 Funding Availability Factor (sub criteria are of equal importance)**

### **A. Budget Constraints**

The Government will seek to maximize the likelihood of meeting the BAA objectives within budget constraints. This may involve awarding one or more contracts. Note: If the Offeror has submitted the proposal to other federal, state or local agencies or other parties that may fund the proposed effort, it may impact IARPA's decision to fund the effort.

### **B. Program Balance**

The Government will consider IARPA's overall mission and BAA objectives, which may include but are not limited to the following: broadening the variety of technical approaches to enhance research outcomes, transitioning the technology to Government partners, developing capabilities aligned with the priorities of the IC and national security.

## **6.3 Review and Selection Process**

It is the policy of IARPA to ensure impartial, equitable and comprehensive proposal evaluations.

The Government anticipates more than one award. Given the Government's desire to respond rapidly to the current COVID-19 pandemic, proposals will be evaluated on a rolling basis. Submission time and the proposed Topic and Area of Interest (see BAA Section 2.2) may be factors in determining the order in which proposals are evaluated to ensure program balance. Therefore, submittal time (see BAA Section 5.2) may impact an Offeror's opportunity for proposal evaluation and award. IARPA will discontinue evaluating proposals when available funding is exhausted. If new funds become available prior to proposal expiration, IARPA may restart proposal evaluations and issue additional awards.

The evaluation and award process for this BAA has two steps. The first step is evaluation for selection for negotiations and is made based on review of the technical evaluation and funding availability factors. The second step is negotiation and contract award. Contract award is contingent on Contracting Officer (CO) determination of a fair and reasonable cost/price and contract agreement on terms and conditions.

Selection for negotiation will be conducted through a peer or scientific review process. A qualified Government Program Manager (PM) will review and assess each proposal's strengths, weaknesses

and risks against the technical criteria. If necessary, non-Government technical experts with specialized expertise may advise the Government PM. However, only Government personnel will make recommendations and selection determinations under this BAA. When the PM has completed their review of a proposal, the PM will prepare a technical recommendation to the IARPA Scientific Review Official (SRO).

The SRO will make the final decision as to selectability for negotiations based on the PM's technical recommendation and all stated factors (technical evaluation factor and funding availability factor). At this point, Offerors will be notified in writing as to whether they have been determined selectable or not selectable. For the purposes of this proposal evaluation process, these terms are defined as follows:

Selectable: A selectable proposal is a proposal that has been evaluated by the Government against the evaluation factors listed in the BAA, and determined to be technically competent, important to agency programs and funding is available. The technical strengths of the proposal outweigh any technical weaknesses and risks. Additionally, there are no technical weaknesses that would require other than minor negotiation. The proposal can now move to the negotiation and award process.

Non-Selectable: A proposal is considered non-selectable when the proposal has been evaluated by the Government against the evaluation factors listed in the BAA and determined to be technically weak, lack importance to agency programs, or funding is not available.

#### **6.4 Negotiation and Award**

After selection and before award, the CO will contact Offerors whose proposals were determined selectable to engage in negotiations. The CO will review the cost/price proposal using the proposal analysis techniques described in FAR 15.404-1, as appropriate, to determine a fair and reasonable cost/price. The CO's evaluation will include review of proposed anticipated costs/prices of the Offeror and proposed subcontractors, to ensure the Offeror has fully analyzed the budget requirements, provided sufficient supporting information, has adequate systems for managing the contract (i.e., accounting, purchasing as applicable), and that data is traceable and reconcilable. The CO's evaluation will also determine whether the prospective contractor understands the project and its risks and has the ability to organize and perform the work and that the Offeror meets the responsibility standards of FAR 9.104. Additional information and supporting data may be requested.

Procurement contracts shall be awarded to those Offerors on the basis of all stated Evaluation Factors, and pending the successful conclusion of negotiations.

#### **6.5 Proposal Retention**

Proposals shall not be returned upon completion of the source selection process. The original of each proposal received shall be retained at IARPA and all other non-required copies shall be destroyed. A certification of destruction may be requested, provided that the formal request is sent to IARPA via e-mail to [dni-IARPA-BAA-20-01@iarpa.gov](mailto:dni-IARPA-BAA-20-01@iarpa.gov) within 5 days after notification of proposal results.

### **7 Award Administration Information**

#### **7.1 Award Notices**

As soon as practicable after the evaluation of a proposal is complete, the Offeror will be notified that: (1) its proposal has been selected for negotiations, or (2) its proposal has not been selected for negotiations.

## **7.2 Administrative and National Policy Requirements**

### **7.2.1 Proprietary Data**

IARPA treats all proposals as proprietary information and will disclose their contents only for the purpose of evaluation. All proposals containing proprietary data shall have the cover page and each page containing proprietary data clearly marked as containing proprietary data. It is the Offeror's responsibility to clearly define to the Government what the Offeror considers proprietary data.

For the purposes of this BAA proposal evaluation, proprietary information is "contractor bid or proposal information" as describe in FAR 3.104-1. Contractor bid or proposal information means any of the following information submitted to a Federal agency as part of or in connection with a bid or proposal to enter into a Federal agency procurement contract, if that information has not been previously made available to the public or disclosed publicly:

- (1) Cost or pricing data (as defined by 10 U.S.C. 2306a.(h)) with respect to procurements subject to that section, and 41 U.S.C. 3501(a)(2), with respect to procurements subject to that section.
- (2) Indirect costs and direct labor rates.
- (3) Proprietary information about manufacturing processes, operations, or techniques marked by the contractor in accordance with applicable law or regulation.
- (4) Information marked by the contractor as "contractor bid or proposal information" in accordance with applicable law or regulation.
- (5) Information marked in accordance with FAR 52.215-1(e).

### **7.2.2 Intellectual Property**

General. The Government may request additional information from the Offeror, as may be necessary, to evaluate the Offeror's IP rights assertions. If Offerors do not identify any restrictions with respect to a particular deliverable, the Government shall assume in its review of the proposal that there are no restrictions on the Government's rights to such deliverables. Further, failure to provide full information may result in a determination that the proposal is not compliant with the solicitation, and the Government reserves the right to reject a proposal if the Offeror does not appropriately address all required IP rights issues.

IP Ownership. The Government's rights will be in accordance with the resulting contract which will include but may not be limited to FAR 52.227-11, 52.227-14, 52.227-16 and IA52.227-702. Regardless of the scope of the Government's rights, Offerors receiving contracts under this BAA may freely use IP generated under the contract for their own commercial purposes unless restricted by U.S. export control laws or security classification. Therefore, technical data and computer software developed under any contract resulting from this solicitation will remain the property of the Contractor, subject to IARPA's rights as set forth in the contract. For inventions first conceived or actually reduced to practice under this effort, Contractor shall grant the Government a

nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, such invention throughout the world; Contractor may elect to retain title as described in the award instrument.

Indemnification. Offerors/Contractors expecting to use, but not to deliver, data or patentable inventions, including commercial open source tools in implementing their approach shall be required to indemnify the Government against legal liability arising from such use.

Technical Data--Withholding of Payment. If technical data specified to be delivered under a contract awarded under this solicitation are not delivered within the time specified by the contract or are deficient upon delivery (including having restrictive markings not specifically authorized by the contract), the CO is permitted, until such data are accepted by the Government, to withhold payment to the contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments may not be withheld, nor any other action taken pursuant to this paragraph when the contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond its control and without fault or negligence of the contractor. The withholding of any amount or subsequent payment to the contractor shall not be construed as a waiver of any rights accruing to the Government under the contract.

### **7.2.3 Human Use**

All research involving human subjects, to include use of human biological specimens and human data, selected for funding must comply with the federal regulations for human subject protection, namely 45 CFR Part 46, Protection of Human Subjects. Institutions awarded funding for research involving human subjects must provide documentation of a current Assurance of Compliance with Federal regulations for human subject protection, for example a Department of Health and Human Services, Office of Human Research Protection Federal Wide Assurance (<http://www.hhs.gov/ohrp>). All institutions engaged in human subject research, to include subcontractors, must also have a valid Assurance. In addition to a local IRB (Institutional Review Board) approval, IARPA will review and approve the HSR documentation before HSR may begin. However, IARPA does not require a secondary review by a Government IRB.

For all proposed research that will involve human subjects, the Offeror must provide evidence of or a plan for review by an Institutional Review Board (IRB) with the proposal submission to IARPA (as Attachment 5 to Technical and Management Proposal). The IRB conducting the review must be the IRB identified on the institution's Assurance. The informed consent document must comply with federal regulations (45 CFR Part 46).

The amount of time required to complete the IRB review/approval process may vary depending on the complexity of the research and/or the level of risk to study participants. Ample time should be allotted to complete the approval process. No IARPA funding can be used towards human subject research until ALL approvals are granted.

In limited instances, human subject research may be exempt from Federal regulations for human subject protection, for example, under Department of Health and Human Services, 45 CFR 46.101(b). Offerors claiming that their research falls within an exemption from Federal regulations for human subject protection must provide written documentation with their proposal that cites the specific applicable exemption and explains clearly how their proposed research fits within that exemption.

#### **7.2.4 Animal Use**

The Offeror's care and use of any animals in the proposed research must conform with the applicable laws of the United States, regulations of the Department of Agriculture (see 7 U.S.C. § 2131 et seq. and 9 C.F.R. subchapter A, parts 1-4), and the Department of Health and Human Service's Public Health Service Policy on Humane Care and Use of Laboratory Animals. Offerors shall acquire animals from dealers licensed by the Secretary of Agriculture under 7 U.S.C. § 2133 and 9 C.F.R. §§ 2.1 through 2.11, or from a source that is exempt from licensing under those sections.

Institutions awarded funding for research involving animals must register with the Secretary of Agriculture in accordance with 7 U.S.C. § 2136 and 9 C.F.R. § 2.30 and furnish evidence of such registration to the Contracting Officer before undertaking work under this contract. Contractors shall maintain their registration and comply with the requirements of 9 C.F.R. part 2, subpart C throughout all Phases of the program. For all proposed research that will involve animals, the Offeror must provide a plan for review by the cognizant Institutional Animal Care and Use Committee(s) (IACUC) (as Attachment 6 to the Technical and Management Proposal). If selected for award, the Offeror must provide IARPA a copy of the cognizant Institutional Animal Care and Use Committee(s)'s (IACUC) approval of the animal research protocols, along with the protocols, before beginning any animal research. Consult the designated IACUC for guidance on writing the protocol. An awardee will not be authorized to begin animal research using IARPA funding until ACUC approval is granted and IARPA receives and accepts the IACUC approval documents.

Use of non-human primates is not permitted under this BAA.

#### **7.2.5 Publication Approval**

It is anticipated that research funded under this Program shall be unclassified research that shall not require a pre-publication review. However, Offerors should note that pre-publication approval of certain information may be required if it is determined that its release may result in the disclosure of sensitive intelligence information. A courtesy soft copy of any work submitted for publication shall be provided to the IARPA PM and the Contracting Officer's Technical Representative (COTR) a minimum of 5 days prior to release in any forum.

#### **7.2.6 Export Control**

(1) The Offeror shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Offeror shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.

(2) The Offeror shall be responsible for obtaining export licenses, if required, before utilizing non-U.S. persons (as defined in the ITAR and EAR, as applicable) in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person shall have access to export-controlled technologies, including technical data or software.

(3) The Offeror shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(4) The Offeror shall appropriately mark all contract deliverables controlled by ITAR and/or EAR.

(5) The Offeror shall be responsible for ensuring that the provisions of this section apply to its sub-contractors.

(6) The Offeror may be required to certify knowledge of and intended adherence to these requirements in the representations and certifications of the contract.

#### **7.2.7 Subcontracting**

It is the policy of the Government to enable small business and small disadvantaged business concerns to be considered fairly as sub-contractors to contractors performing work or rendering services as prime contractors or sub-contractors under Government contracts and to assure that prime contractors and sub-contractors carry out this policy. Each Offeror that is selected for negotiation for award and is expected to be awarded a contract which exceeds the simplified acquisition threshold may be asked to submit a sub-contracting plan before award in accordance with FAR 19.702(a) (1). The plan format is outlined in FAR 19.704.

Offerors shall declare teaming relationships in their Technical and Cost proposals and shall specify the type of teaming arrangement in place, including any exclusive teaming arrangements. IARPA neither promotes nor discourages the establishment of exclusive teaming agreements within Proposer teams. Individuals or organizations associated with multiple teams shall take care not to over-commit those resources being applied.

#### **7.2.8 Reporting**

Fiscal and management responsibility are important to the Government. Although the number and types of reports shall be specified in the award document, all Offerors shall, at a minimum, provide the CO, Contracting Officer's Technical Representative (COTR) and PM with monthly technical status reports, monthly financial status reports and final reports. The reports shall be prepared and submitted in accordance with the procedures contained in the award document and mutually agreed upon before award. Technical reports shall describe technical highlights and accomplishments, priorities and plans, issues and concerns, evaluation results, and future plans. Financial reports shall present an on-going financial profile of the project, including total project funding, funds invoiced, funds received, funds expended during the preceding month, and planned expenditures over the remaining period (financial report format may be modified for FFP contracts). Additional reports and briefing material may also be required, as appropriate, to document progress in accomplishing program metrics.

Reports shall be delivered to the CO, COTR and the PM.

#### **7.2.9 System for Award Management (SAM)**

Selected Offerors are required to register in the Systems for Award Management (SAM) prior to any award under this BAA. Information on SAM registration is available at <http://www.sam.gov>.

#### **7.2.10 Representations and Certifications**

Selected Offerors are required to complete electronic representations and certifications at <http://www.sam.gov> and may also be required to complete additional representations and certifications prior to award.

### **7.2.11 Lawful Use and Privacy Protection Measures**

All data gathered by the Offeror shall be obtained in accordance with U.S. laws and in compliance with the End User License Agreement, Copyright Laws, Terms of Service, and laws and policies regarding privacy protection of U.S. Persons. Before using such data, the Offeror shall provide proof that the data was acquired in accordance with U.S. laws and regulations.

### **7.2.12 Public Access to Results**

IARPA is committed to making the results of this research available and maximally useful to the public, industry, government, and the scientific community, in accordance with the policy set forth in the White House Office of Science and Technology Policy's memorandum "Increasing Access to the Results of Federally Funded Scientific Research," dated February 22, 2013, consistent with all other applicable law and policy; agency mission; resource constraints; and U.S. national, homeland, and economic security.

([https://obamawhitehouse.archives.gov/sites/default/files/microsites/ostp/ostp\\_public\\_access\\_me\\_mo\\_2013.pdf](https://obamawhitehouse.archives.gov/sites/default/files/microsites/ostp/ostp_public_access_me_mo_2013.pdf))

Upon acceptance for publication of any manuscript or paper reporting results of work under a contract awarded pursuant to this BAA, the author's final peer-reviewed manuscript(s) or conference paper(s) must be submitted to the IARPA-designated repository for public access, in accordance with the instructions on IARPA's website at [www.iarpa.gov](http://www.iarpa.gov). The Government will make the Publication available to the public through the repository at no charge, following a one-year embargo to preserve the rights of the publisher. The author must inform the publisher of rights that will be retained by the author and IARPA by including in the publishing/transfer of copyright agreement a provision substantially as follows:

"Journal acknowledges that Author retains the right to provide a copy of the final peer-reviewed manuscript ("Work") to the Federal agency funding the research on which the Work is based upon acceptance for Journal publication, for public archiving as soon as possible but no later than 12 months after publication by Journal. Journal further acknowledges that the Federal Government, having funded the research upon which the Work is based, has certain irrevocable and non-exclusive contractual rights in the Work, which are not affected or altered in any way by this Agreement."

Additionally, awardee must deposit the data underlying the results and findings in the publication in a suitable public repository, in accordance with the project's Data Management Plan. If the metadata describing the underlying or supporting research data is not included in the Publication, the awardee must provide the metadata to the IARPA-designated public access repository, in accordance with the instructions on IARPA's website at [www.iarpa.gov](http://www.iarpa.gov).

IARPA will accept a final published article in lieu of a final peer-reviewed manuscript, provided the author has the right to provide the article and authorize IARPA to release the article publicly.

Data produced under the program, reports to IARPA, and program-related publications should be consistent with the Transparency and Openness Promotion Guidelines of the Center for Open Science, including preregistration of studies and analysis plans. (<https://cos.io/our-services/top-guidelines/>). To the extent possible, all reports to IARPA and all program-related publications should be consistent with statistical best practices described in (Psychological Science (2014) <http://pss.sagepub.com/content/25/1/3>). For example, wherever appropriate, effect sizes and confidence intervals (or the Bayesian equivalents) should be reported, and the data and

methodology must be presented so that it is easily used for meta-analysis and independent re-analysis of the data. All Offerors must describe plans to ensure that the above requirements are satisfied.

### **7.2.13 Cloud Compatibility**

Software deliverables must be deployable to cloud platforms for testing and must be approvable for production use in the cloud. Technical approaches should generally avoid the following: requiring high-performance, special-purpose, or excessive quantities of virtual hardware not readily available in the cloud; requiring an obscure operating system, middleware, or plug-in code not readily available for use in the cloud or on the desktops used to access the cloud; leveraging inherently risky protocols, e.g., Telnet, or software packages, e.g., FOCI-relevant; or including custom code that is not inspectable by Information System Security professionals.

## **8 APPENDIX A - BAA Attachments**

- 1 - VOLUME I: TECHNICAL AND MANAGEMENT PROPOSAL COVERSHEET
- 2 - ACADEMIC INSTITUTION ACKNOWLEDGMENT LETTER SAMPLE
- 3 - INTELLECTUAL PROPERTY AND DATA RIGHTS ASSERTIONS FORM
- 4 - OCI CERTIFICATION LETTER SAMPLE
- 5 - QUAD CHART SUMMARY
- 6 - VOLUME 2: COST PROPOSAL COVER SHEET
- 7 - VOLUME 2: COST ELEMENT BREAKDOWN SPREADSHEET
- 8 - MODEL CONTRACT (FFP)

### A.1 Cover Sheet for Volume 1: Technical and Management Proposal

(1) BAA Number	IARPA-BAA-20-01
(2) Topic and Area of Interest – (Reference BAA Section 2.2)	
(3) Lead Organization Submitting Proposal	
(4) Type of Business, Selected Among the Following Categories: “Large Business”, “Small Disadvantaged Business”, “Other Small Business”, “HBCU”, “MI”, “Other Educational”, or “Other Nonprofit”	
(5) Offeror’s Reference Number (if any)	
(6) Other Team Members (if applicable) and Type of Business for Each	
(7) Proposal Title	
(8) Technical Point of Contact to Include: Title, First Name, Last Name, Street Address, City, State, Zip Code, Telephone, Fax (if available), Electronic Mail (if available)	
(9) Administrative Point of Contact to Include: Title, First Name, Last Name, Street Address, City, State, Zip Code, Telephone, Fax (if available), Electronic Mail (if available)	
(10) Volume 1 no more than the specified page limit	Yes/No
(11) Restrictions on Intellectual property rights details provided in Appendix A format?	Yes/No
(12) Research Data Management Plan included? <b>Not Applicable</b>	Yes/No
(13) OCI Notification	Yes/No
(13a) If No, is written OCI certification included (see Appendix A)?	Yes/No
(14) Are one or more U.S. Academic Institutions part of your team?	Yes/No
(14a) If Yes, are you including an Academic Institution Acknowledgment Statement with your proposal for each U.S. Academic Institution that is part of your team (see Appendix A)?	Yes/No
(15) Total Funds Requested from IARPA and the Amount of Cost Share (if any)	\$
(16) Date of Proposal Submission	

## Appendix A.2 Academic Institution Acknowledgment Letter

-- Please Place on Official Letterhead --

<Insert date>

To: Contracting Officer  
ODNI/IARPA  
Office of the Director of National Intelligence Washington,  
D.C. 20511

Subject: Academic Institution Acknowledgment Letter Reference: Executive Order 12333, As Amended,  
Para 2.7

This letter is to acknowledge that the undersigned is the responsible official of <insert name of the academic institution>, authorized to approve the contractual relationship in support of the Office of the Director of National Intelligence's Intelligence Advanced Research Projects Activity and this academic institution.

The undersigned further acknowledges that he/she is aware of the Intelligence Advanced Research Projects Activity's proposed contractual relationship with <insert name of institution> through IARPA-BAA-20-01 and is hereby approved by the undersigned official, serving as the president, vice-president, chancellor, vice-chancellor, or provost of the institution.

<Name> Date  
<Position>

### Appendix A.3 Intellectual Property and Data Rights Assertion

[Please provide here your good faith representation of ownership or possession of appropriate licensing rights to all IP that shall be utilized under the Program.]

#### Patents

PATENTS				
Patent number (or application number)	Patent name	Inventor name(s)	Patent owner(s) or assignee	Incorporation into deliverable
(LIST)	(LIST)	(LIST)	(LIST)	(Yes/No; applicable deliverable)

- (1) Intended use of the patented invention(s) listed above in the conduct of the proposed research.
- (2) Description of license rights to make, use, offer to sell, or sell, if applicable, that are being offered to the Government in patented inventions listed above.
- (3) How the offered rights will permit the Government to reach its program goals (including transition) with the rights offered.
- (4) Cost to the Government to acquire additional or alternative rights, if applicable.
- (5) Alternatives, if any, that would permit IARPA to achieve program goals.

#### Data (Including Technical Data and Computer Software)

NONCOMMERCIAL ITEMS			
Technical Data, Computer Software To be Furnished With Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person Asserting Restrictions
(LIST)	(LIST)	(LIST)	(LIST)

<b>COMMERCIAL ITEMS</b>			
<b>Technical Data, Computer Software To be Furnished With Restrictions</b>	<b>Basis for Assertion</b>	<b>Asserted Rights Category</b>	<b>Name of Person Asserting Restrictions</b>
(LIST)	(LIST)	(LIST)	(LIST)

- (1) Intended use of the data, including, technical data and computer software, listed above in the conduct of the proposed research.
- (2) Description of Asserted Rights Categories, specifying restrictions on Government's ability to use, modify, reproduce, release, perform, display, or disclose technical data, computer software, and deliverables incorporating technical data and computer software listed above.
- (3) How the offered rights will permit the Government to reach its program goals (including transition) with the rights offered.
- (4) Cost to the Government to acquire additional or alternative rights, if applicable.
- (5) Alternatives, if any, that would permit IARPA to achieve program goals.

## Appendix A.4 Organizational Conflicts of Interest Certification Letter

(Month DD, YYYY)

Office of the Director of National Intelligence  
Intelligence Advanced Research Projects Activity (IARPA)  
COVID-19 Seedling Research Topics BAA  
ATTN: Contracting Officer  
ODNI/IARPA  
Washington, DC 20511

Subject: OCI Certification

Reference: <Insert Program Name>, IARPA-BAA-20-01, (Insert assigned proposal ID#, if received)

Dear \_\_\_\_\_,

In accordance with IARPA Broad Agency Announcement IARPA-BAA-20-01, Organizational Conflicts of Interest (OCI), and on behalf of (Offeror name) I certify that neither (Offeror name) nor any of our subcontractor teammates has as a potential conflict of interest, real or perceived, as it pertains to the COVID-19 Related Topics BAA. Please note the following subcontractors and their proposed roles:

[Please list all proposed contractors by name with a brief description of their proposed involvement.]

If you have any questions, or need any additional information, please contact (Insert name of contact) at (Insert phone number) or (Insert e-mail address).

Sincerely,

(Insert organization name) (Shall be signed by an official that has the authority to bind the organization)

(Insert signature)

(Insert name of signatory) (Insert title of signatory)

**Appendix A.5 Quad Chart Summary of the Proposal**

<p style="text-align: center;"><b>Seedling Concept</b></p> <p><b>Key Technical Idea</b></p> <p><b>Technical Approach</b></p> <p><b>What is new about this concept?</b></p> <ul style="list-style-type: none"><li>• Key Innovation 1</li><li>• Key Innovation 2</li><li>• Key Innovation 3</li></ul>	<p style="text-align: center;"><b>Expected Impact</b></p> <p><b>Technical Impact</b></p> <p><b>IC Impact</b></p> <p><b>Unique Aspects of this proposal</b></p> <p><b>Improvement(s) over State of the Art</b></p>
<p style="text-align: center;"><b>Relevant Graphic Illustrating Concept</b></p>	<p style="text-align: center;"><b>Expected Deliverables</b></p> <p><b>Expected Deliverable 1</b></p> <p><b>Expected Deliverable 2</b></p>

## Appendix A.6 Cover Sheet for Volume 2 Cost/Price Proposal

(1) BAA Number	<b>IARPA-BAA-20-01</b>
(2) Topic and Area of Interest: (See BAA Section 2.2)	
(3) Lead organization submitting proposal	
(4) Type of Business, Selected Among the Following Categories: “Large Business”, “Small Disadvantaged Business”, “Other Small Business”, “HBCU”, “MI”, “Other Educational”, or “Other Nonprofit”	
(5) Offeror’s Reference Number (if any)	
(6) Other Team Members (if applicable) and Type of Business for Each	
(7) Proposal Title	
(8) Technical Point of Contact to Include: Title, First Name, Last Name, Street Address, City, State, Zip Code, Telephone, Fax (if available), Electronic Mail (if available)	
(9) Administrative Point of Contact to Include: Title, First Name, Last Name, Street Address, City, State, Zip Code, Telephone, Fax (if available), Electronic Mail (if available)	
(10) Contract type/award Instrument Requested: specify	
(11) Place(s) and Period(s) of Performance	
(12) Total Proposed Cost Separated by Basic Award and Option(s) (if any)	
(13) Name, Address, Telephone Number of the Offeror’s Defense Contract Management Agency (DCMA) Administration Office or Equivalent Cognizant Contract Administration Entity, if Known	
(14) Name, Address, Telephone Number of the Offeror’s Defense Contract Audit Agency (DCAA) Audit Office or Equivalent Cognizant Contract Audit Entity, if Known	
(15) Date Proposal was Prepared	
(16) DUNS Number	
(17) TIN Number	
(18) CAGE Code	
(19) Proposal Validity Period	
(20) Cost Summaries Provided	
(21) Size of Business in accordance with NAICS Code 541712	

## Appendix A.7 Contractor/Subcontractor Cost Element Sheet for Volume 2 Cost Proposal

Prime Contractor/Subcontractor Cost Element Sheet for Volume 2 Cost Proposal					
Complete a Summary Cost Element Sheet and separate sheets for the Base Period and each Option Period					
COST ELEMENT	BASE	RATE	AMT		
DIRECT LABOR (List each labor category separately. Identify Key Personnel by	# of Hours	\$	\$		
TOTAL DIRECT LABOR			\$		
FRINGE BENEFITS	\$	%	\$		
TOTAL LABOR OVERHEAD	\$	%	\$		
SUBCONTRACTORS, IOTS, CONSULTANTS (List separately. See below table.)			\$		
MATERIALS & EQUIPMENT (List each material and equipment item separately.)	Quantity	\$ unit price	\$		
SOFTWARE & IP (List separately. See table below.)	\$	\$	\$		
TOTAL MATERIALS & EQUIPMENT			\$		
MATERIAL OVERHEAD	\$	%	\$		
TRAVEL (List each trip separately.)	# of travelers	\$ price per traveler	\$		
TOTAL TRAVEL			\$		
OTHER DIRECT COSTS (List each item separately.)	Quantity	\$ unit price	\$		
TOTAL ODCs			\$		
G&A	\$	%	\$		
SUBTOTAL COSTS			\$		
COST OF MONEY	\$	%	\$		
TOTAL COST			\$		
PROFIT/FEE	\$	%	\$		
TOTAL PRICE/COST			\$		
GOVERNMENT SHARE, IF APPLICABLE			\$		
RECIPIENT SHARE, IF APPLICABLE			\$		
SUBCONTRACTORS/IOTs) & CONSULTANTS PRICE SUMMARY					
A	B	C	D	E	F
SUB-CONTRACTOR IOT & CONSULTANT NAME	SOW TASKS PERFORMED*	TYPE OF AWARD	SUB-CONTRACTOR, IOT & CONSULTANT QUOTED PRICE	COST PROPOSED BY PRIME FOR SUBCONTRACTOR, IOT & CONSULTANT	DIFFERENCE (Column D - Column E) IF APPLICABLE
TOTALS					
*Identify Statement of Work, Milestone or Work Breakdown Structure paragraph, or provide a narrative explanation as an addendum to this Table that describes the effort to be performed.					

<b>Software and IP Costs</b>		
<b>Item</b>	<b>Cost</b>	<b>Date of Expiration</b>
(List)		

NOTE: Educational institutions and non-profit organizations as defined in FAR 31.3 and 31.7, respectively, at the prime and subcontractor level may deviate from the cost template in Appendix B when estimating the direct labor portion of the proposal to allow for OMB guided accounting methods (2 CFR 220) that are used by their institutions. The methodology shall be clear and provide sufficient detail to substantiate proposed labor costs. For example, each labor category shall be listed separately; identify Key Personnel and provide hours/rates or salaries and percentage of time allocated to the project.

## **Appendix A.8 Model Firm Fixed Price Contract**

# **Model FFP Contract**

(contract terms and conditions may be updated or revised at time of negotiation to reflect new regulations/guidance and issues unique to the Offeror's proposal such as IP and Data Rights)



**SECTION B-- SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SERVICES AND SUPPLIES**

The contractor shall furnish the necessary personnel, materials, facilities and non-personal services to perform the research and development efforts in accordance with the Statement of Work (SOW) dated XXXXXXXX, Attachment A. This SOW reflects the contractor’s technical approach and proposed tasks as submitted in response to IARPA-BAA-20-01.

**B.2 TYPE OF CONTRACT**

The contract type awarded is a Firm Fixed Price (FFP) contract.

**B.3 CONTRACT AND PAYMENT (FFP)**

CLIN 0001 (Base Period/Phase A)

Firm Fixed Price (FFP): \$XXXXXX  
Total obligated amount of CLIN 0001: \$XXXXXXX  
Remaining Balance: \$0

Period of Performance: XX XXX 2020 – XX XXX 2020 (4 months)

CLIN 0002 (Option Period/Phase B)

Firm Fixed Price (FFP): \$XXXXXXX  
Total obligated amount of CLIN 0001: \$XXXXXXX  
Remaining Balance: \$0

Period of Performance: XX XXX 2020 – XX XXX 2021 (8 months)

**B.4 PAYMENT SCHEDULE**

In consideration for the work to be performed by the contractor, the government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract, the FFP stated in Section B of this contract.

The contractor is authorized to invoice for performance-based payments based on successful completion of the milestones/deliverables listed below and in accordance with FAR 52.232-32 “Performance Based Payments”. Each Monthly Contract Status Report shall describe the milestone/deliverable as indicated in the chart below. These milestones/deliverables are cumulative; and as such, they are dependent upon the previous accomplishment of another event. Payment will not be made for a cumulative event until the dependent event has been successfully completed.

See section C.2 for schedule of payments and milestones/deliverables

**SECTION C-- DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 STATEMENT OF WORK (SOW)**

The contractor shall furnish the necessary personnel, materials, facilities and non-personal services to perform the research and development efforts in accordance with the Statement of Work (SOW) dated XXXXXXXXXX, Attachment A. This SOW reflects the contractor’s technical approach and proposed tasks as submitted in response to IARPA-BAA-20-01.

**C.2 DELIVERABLES/MILESTONES**

(1) The contractor's proposed deliverables: The contractor shall deliver the items, software, data, reports, and any other deliverables described in Section C.2 herein, as well as in the above referenced proposal and in Attachment A (SOW).

Deliverables are to include all items, data, software and tool prototypes, evaluation analyses and documents (such as source code algorithm flow charts, algorithm parameters, software documentation, methodology documentation, research reports, and publications), presentations, software executables, and source code associated with the solutions and systems the contractor develops that measurably show progress toward achieving milestones. Other deliverables are to include the contractor's research status reports including waypoint results; tools; and completed implementations.

a. Milestones/Deliverables and Payment Schedule

- Base/Phase A

Date	Task Description	Milestones and Deliverables	Payment Schedule
Month 1	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 2	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 3	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> <li>• PHASE A FINAL REPORT</li> </ul>	
Month 4	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	

- Option/Phase B

Date	Task Description	Milestones and Deliverable	Payment Schedule
Month 5	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 6	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 7	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 8	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 9	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 10	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 11	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> </ul>	
Month 12	Task number(s) and brief description of task(s)	<ul style="list-style-type: none"> <li>• Monthly Status Reports</li> <li>• Phase B FINAL REPORT - due mid month</li> <li>• Final Technical Report Summary</li> </ul>	

(2) Additional Reporting:

Reports shall be submitted in writing, as defined in FAR 2.101, or as specified below:

1. Monthly Technical Status Reports: The Contractor shall submit the following report on a monthly basis. This brief narrative, not to exceed, five pages, shall contain the following:
  - For first report only; the date work actually started
  - Description of progress during the reporting period, supported by reasons for any change in approach reported previously.
  - Planned activities and milestones for the next reporting period
  - Progress toward/against milestones, deliverables
  - Description of any major items of experimental or special equipment purchased or constructed during the reporting period.
  - Notification of any changes in key personnel associated with the contract during the reporting period.
  - Summary of substantive information derived from noteworthy trips and meetings, held in connection with the contract during the reporting period.
  - Summary of all problems or areas of concern.
  - Related accomplishments since last report.

- List of all commercial/proprietary/third party data, data sets, software, or other material delivered or integrated into any contract deliverable, including the applicable restrictions and associated licensing and distribution cost (if any).

2. Monthly Contract Status Reports (MCSR): These reports shall be submitted not later than 10 calendar days after the close of the invoice/billing cycle period covered by the report. Such report shall be in a mutually agreeable format which shall include the period being reported, applicable contract line items (CLINs), milestones/deliverables completed/delivered, payment requested, cumulative payments requested to date by CLIN. The MCSR is required to support invoice payments (see G.4). Failure to submit this report will result in delay in payment of invoices.

3. Final Technical Report Summary: This report shall document the results of the complete effort and should be delivered at the completion of the contract. The report shall include:

- Task Objectives
- Technical Problems
- General Methodology (i.e., literature review, laboratory experiments, surveys, etc.)
- Technical Results
- Milestones/Deliverables achieved
- Important Findings and Conclusions
- Special Comments
- Implications for Further Research
- List of all commercial/proprietary/third party data, data sets, software, or other material delivered or integrated into any contract deliverable, including the applicable restrictions and associated licensing and distribution cost (if any).

## **SECTION D – PACKAGING AND MARKING**

### **D.1 PACKAGING**

All required deliverables shall be packed and shipped in accordance with the best commercial practices in a manner that shall afford adequate protection against physical and environmental deterioration and damage during shipment. Contact the COTR for specific delivery address prior to any physical shipment.

### **D.2 MARKING**

Shipping documents, container, correspondence and packages shall be marked with the following information:

- a. Contract Number: 2020-XXXXXXXXXX
- b. Proposal Title: (TITLE OF PROPOSAL)
- c. Point of Contact: Contracting Officer Technical Representative (TBD)

## **SECTION E -- INSPECTION AND ACCEPTANCE**

### **E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

Clause	Title	Date
52.246-07	Inspection of Research and Development – Fixed Price	AUG 1996

**E.2 REVIEW AND OVERSIGHT**

Review and oversight of research and development services will be made by the Contracting Officer's Technical Representative (COTR) and the Program Manager identified in Section G. The COTR will inform the Contracting Officer identified in Section G if research and development services do not conform to contract requirements.

**SECTION F -- DELIVERIES OR PERFORMANCE**

**F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.farsite.hill.af.mil>

Clause	Title	Date
52.247-34	F.O.B. Destination	NOV 1991
52.242-15	Stop-Work Order	AUG 1989

**F.2 DELIVERY OF DATA**

Schedule for delivery of data shall be in accordance with the specific milestones/deliverables listed in Section C – Description/Specification/Statement of Work/Deliverables.

**F.4 PLACE OF PERFORMANCE**

The contractor shall carry out program activities at their own sites or those of its subcontractors.

**F.5 PERIOD OF PERFORMANCE**

The period of performance for this effort is as follows:

- Base Period/Phase A: 15 June 2020 – 14 October 2020 (4 months)
- Option Period/Phase B: 15 October 2020 – 14 June 2021 (8 months)

Optional periods and tasks are not guaranteed commitments and will only be exercised by contract modification. The contractor will receive notification of intent to exercise an option within thirty (15) days of the end of the performance period.

## **SECTION G -- CONTRACT ADMINISTRATION DATA**

### **G.1 GOVERNMENT REPRESENTATIVES:**

Contracting Officer (CO): TBD

Contracting Officer's Technical Representative (COTR): TBD

Government Program Manager: TBD

### **G.2 RESERVED**

### **G.3 IA52.232-700 BILLING CYCLE (JUL 2013)**

Pursuant to the "Electronic Submission of Payment Requests Using IPP" clause, the Government will issue payment only after services have been rendered. Consequently, Contractors shall submit invoices in arrears and no more frequently than monthly.

### **G.4 IA52.232-701 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS USING IPP (JUN 2017)**

- (a) Definitions. As used in this clause –
- (1) "Contract financing payment" and "invoice payment" have the meanings given in FAR section 32.001.
  - (2) "Electronic form" means using the Invoice Processing Platform (IPP) to transmit information electronically from the Contractor to the internal contract management system. IARPA does not consider facsimile, e-mail, and scanned documents to be electronic forms.
  - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under a contract.
- (b) The Office of the Director for National Intelligence currently uses the CIA's payment system, the Invoice Processing Platform (IPP). Therefore, except as provided in paragraphs (f) and (h) of this clause, the Contractor shall submit payment requests using the IPP. When accessing IPP, the CIA's name will be the designated organization, not the ODNI. The payment period designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in the payment office via IPP. The status of submitted invoices is available in IPP. For other invoice or payment questions relating directly to this contract, call the payment office on 703-613-3530.
- (c) The Contract Line Item Numbers (CLINs) and associated CLIN descriptions as provided in IPP must be utilized to create invoices. An Invoice Line Item Number must reference the Contract Line Item Number (CLIN) against which the Contractor is billing. An invoice may have multiple Invoice Lines billing against one CLIN, but the Invoice Line Item Descriptions must closely related to the CLIN descriptions in the contract. For Material Line Item CLINS, the vendor must match the "Unit Price" to the penny on the referenced CLIN or the invoice will be rejected. Do not attach any documents to the invoice submitted in IPP as the attachments will be discarded. Any additional documentation must be submitted to the COTR in

a method mutually agreed to by the Contractor and the COTR.

- (d) In addition to the IPP required data, all payment requests, other than Firm fixed Price, shall require supporting documentation. Supporting documentation consists of the following:
- (1) The following information for CLINs:
    - i. For a cost-reimbursement CLINs: Information separated by major cost elements – Direct Costs, e.g., labor categories/hours/rates, direct material, subcontracts, travel, other direct costs; Indirect Costs, e.g., overhead, G&A; and Fee (if applicable), along with supporting documentation;
    - ii. For a time-and-materials CLINs: Information separated by labor categories, labor hours, fixed hourly rates, materials as defined in FAR 16.601(a), and applicable material handling costs; and
    - iii. For a labor-hour CLINs: Information separated by labor categories, labor hours, and fixed hourly rates.
  - (2) Monthly Contract Status Report (due when IPP Invoice is submitted). *NOTE: The period and amount reported in the Monthly Contract Status Report shall reflect the same period and amount reported in the invoice submitted to IPP.*
  - (3) Detailed Invoice (due when IPP Invoice is submitted), *NOTE: The period and amount reported in the invoice submitted to IPP shall reflect the same period and amount reported in the Monthly Contract Status Report.*
  - (4) Any other necessary documentation to provide substantiation of costs invoiced, to include any supporting information related to a discrepancy between the amount invoiced and amount of the Monthly Contract Status Report. (Due no later than 10 days after close of invoicing period).

These documents shall be emailed directly to the Contracting Officer and COTR as IPP does not have the capability for attachments.

- (e) The Invoice shall not include any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoices including sensitive and/or classified information will not be considered a proper invoice in accordance with the Prompt Payment Act and will be rejected. Further, the submission of such an invoice may be considered a security incident. Any questions concerning this matter should be directed to the Contracting Officer.
- (f) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.
- (g) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- (h) The Contractor shall submit the final invoice or voucher for cost reimbursement contracts in accordance with the “Settlement – Cost Type Contracts” clause of this contract.

**G.5 IA52.232-702 INVOICE PROCESSING PLATFORM INITIAL REGISTRATION AND ACCOUNT**

## **MAINTENANCE (JUL 2017)**

- (a) The Invoice Processing Platform (IPP) is a secure, web-based electronic invoicing system (accessible via the Internet) provided by the Department of the Treasury's Financial Management Service (FMS), in partnership with the Federal Reserve Bank of St. Louis. The Contractor shall provide the Contracting Officer with the following information required for IPP registration:
- (1) Company Name (primary corporate location);
  - (2) Company Tax Identification Number (TIN); and
  - (3) Company designated IPP account administrator, to include: name, position, phone number, e-mail address.

Contractors currently registered with IPP through another Government agency do not need to register again in IPP but must still register separately through the Agency's Contracting Officer for payments from this Agency.

- (b) Within 1-2 weeks after the contract is signed, the information provided in paragraph (a) will be forwarded to IPP and the company designated IPP account administrator will then receive two e-mails from the Federal Reserve Bank of St. Louis (FRB St. Louis) e-mail address [STLS.ipphelpdesk@stls.frb.org](mailto:STLS.ipphelpdesk@stls.frb.org).
- (1) From "IPP User Administration" - the Company's IPP User ID, a link to the IPP Application, and the IPP Helpdesk phone number.
  - (2) From "Treasury UPS User Administration" - the Company's IPP password (sent within 24 hours of the first email).
- (c) During registration, one (1) initial administrative user account is created for the company for the submitted TIN, regardless of the number of contracts or locations associated with the TIN. The IPP account administrator is required to set up all other company user accounts, including other administrators. Registration is complete when the IPP account administrator logs into the IPP website with the User ID and password provided by FRB St. Louis and accepts the "rules of behavior".
- (d) The Contractor shall access a first-time login video found on the IPP homepage, which provides step-by-step instructions for logging into IPP for the first time. Other self-help videos, to include creating and submitting invoices, are available only after logging into IPP.
- (e) Passwords in IPP expire every 180 days. Fourteen days prior to the end of the 180-day period, IPP will send an e-mail notification prompting you to change your password. If you do not change your password once during the 180 days, or if you do not change your password when prompted to do so, you must contact the IPP Helpdesk at 1-866-973-3131 to unlock your account and to reset your password.
- (f) IPP requires that all contractors re-certify annually. Failure to recertify will result in their accounts being disabled. Recertification requests are sent by e-mail to the address designated as the IPP account administrator for the contractor. The contractor shall be

responsible for ensuring that any information requested by IPP for the purposes of recertification is provided to IPP within the timeframe designated in the correspondence. If the contractor has any questions about the recertification process or if their account becomes disabled, the contractor shall contact the IPP Help Desk at 1-866-973-3131 for assistance.

- (g) When entering invoice description fields into IPP, the contractor shall not use classified and/or sensitive words and phrases in any portions of their submitted invoices. The Agency has sole discretion on what constitutes a classified and/or sensitive word or phrase. Failure to follow this direction will result in the Agency rejecting any invoices containing such words as invalid. The contractor shall consult with the Contracting Officer and the Vendor Service Center for clarifications on questionable words and phrases.
- (h) For application specific questions such as how to create an invoice or how to set up notifications, contact the IPP Helpdesk. For questions related to the contract, contact the Vendor Service Center at 703-613-7400.

**G.6 NOVATION/CHANGE OF NAME NOTIFICATION (FEB 2016)**

- (a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by ODNI.
- (b) Until the settlement of this contract is completed, the Contractor shall provide written notification to the contracting officer within (30) thirty days of any fore- mentioned changes. Along with details of this change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.
- (c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. ODNI will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.
- (d) You are reminded that you must continue to invoice under your former name on existing contracts until this ODNI accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until ODNI accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.
- (e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

**G.7 IA52.242-700 AUTHORITY AND DESIGNATION OF A CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUL 2013)**

- (a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer’s Technical Representative (COTR). As used herein, “technical guidance” is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.
- (b) If an Associate COTR (ACOTR) or a Government Task Manager (GTM) is designated by this clause, the ACOTR will assist the COTR in his/her responsibilities and will function as the technical representative of the Contracting Officer in the absence of the COTR. The GTM will assist the COTR in performing his/her responsibilities for a specific task(s). However, the COTR remains ultimately responsible for the technical performance of the contract.
- (c) Designation: The individuals identified below are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name	Telephone Number
COTR: [TBD]	[301-XXX-XXXX]
GPM: [TBD]	[301-XXX-XXXX]

- (d) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

**G.8 IA52.242-701 CONTRACT SETTLEMENT DOCUMENTATION (AUG 2017)**

- (a) Upon completion of the subject contract, the Contractor shall submit the following documents:
  - (1) Electronic Funds Transfer Information (EFT) (One copy required).
  - (2) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (One copy required).
  - (3) Final Patent and Royalty Statement (in accordance with FAR 52.227-11 or 52.227-13, as appropriate. (One copy required)

- (4) Final Level-of-Effort Certification (*Applicable to contracts with LOE type CLINs*) (One copy required)
  - (5) Final Cleared Personnel Certification Report (If contract required security clearances) (Submit in accordance with contract clause IA52.204-711.)
  - (6) Final Invoice or Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]) (*Applicable to contracts with cost-type CLINs. Exemption: Cost-type CLINs established for Other Direct Costs or travel on a fixed price contract.*). Once final annual indirect cost rates have been established, the Contractor shall submit a "FINAL" invoice or voucher. If final annual indirect cost rates have not been established and the parties have agreed to use negotiated quick-close rates, the Contractor shall submit a "FINAL" invoice or voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. This "FINAL" invoice is not to be transmitted via electronic submission, but must be submitted in hard copy to the address listed below. (One copy required)
- (b) One set of all closeout documentation (1), (2), (3), (4), and Contracting Officer's copy of (5) shall be mailed, postage prepaid, to the Contracting Officer at the Issuing Office address on page 1 of this contract.
- (c) One complete set of closeout documentation (1), (2), (3), (4), and (6) shall be mailed, postage prepaid, to:

TBD

Any questions in regard to the closeout procedure, should be directed to the Contracting Officer or the settlements office.

**G.9 RESERVED**

**G.10 IA52.249-700 NO COST SETTLEMENT (JUN 2017)**

When in the best interest of the Government and Contractor, a no-cost settlement may be executed in lieu of a termination due to uncertainties involved in contract performance in research and development efforts. In a no-cost settlement, all costs reimbursable, not previously paid, for the performance of the contract to the date of the termination are allowable; however, the costs for anticipatory profits or consequential damages resulting from the termination of this contract (or any subcontract) to include: Accounting, legal, clerical and other expenses necessary for the preparation of settlement proposals and supporting data shall be excluded from the settlement proposal submitted by the contractor. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law under this contract. The termination/cancellation ceiling is limited to the available funding obligated on the contract. This statement is made part of Schedule B.

**SECTION H -- SPECIAL CONTRACT REQUIREMENTS**

**H.1 INTELLECTUAL PROPERTY/DATA RIGHTS**

## List IP Data Rights Assertions

### H.2 CONTRACTING OFFICER

Notwithstanding any other provision of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way amend or modify any of the terms of this contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statement of work, a modification must be issued in writing and signed by the Contracting Officer.

### H.3 ORDER OF PRECEDENCE

In case of a conflict between this Contract and the Contractor's Proposal, the Contract shall govern.

### H.4 KEY PERSONNEL

Subjects	Role	Organization	% of time allocated

If one or more of the key personnel for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 30-calendar days, or is expected to devote substantially less effort to the work than indicated in the proposal as initially anticipated, the contractor shall promptly notify the Contracting Officer specified in Section G. Upon concurrence of the Contracting Officer or his authorized representative, the contractor shall promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof, in writing.

If the request for approval of substitutions is disapproved, the contract may be subject to termination.

### H.5 INSURANCE SCHEDULE

The Contractor shall maintain the types of insurance listed in FAR 28.307-2 (a), (b) and (c), with the minimum amounts of liability indicated therein. The types of insurance coverage listed in paragraphs (d) and (e) shall also be maintained when applicable.

## SECTION I -- CONTRACT CLAUSES

**I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/browse/index/far>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	OCT 2010
52.215-14	Integrity Of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified cost and Pricing Data and Other than Certified cost and Pricing Data - Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	MAY 2014

52.219-28	Post-Award Small Business Program Representation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification Of Employee Rights Under The National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-6	Drug Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (DEC 2007) - Alternate I	APR 1984
52.227-2	Notice and Assistance Regarding Patent and Copy Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-14	Rights in Data--General	MAY 2014
52.227-16	Additional Data Requirements	JUN 1987
52.232-2	Payments Under Fixed-Price Research and Development Contracts	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation On Withdrawing Of Payment	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (AUG 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes—Fixed Price (APR 1984) – Alternate V	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference for U.S.- Flag Carriers	JUN 2003
52.249-2	Termination for Convenience of the Government (Fixed-	APR 2012

	Price)	
52.249-9	Default (Fixed price Research and Development)	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

## I.2 FAR CLAUSES INCLUDED IN FULL TEXT

### 52.204-21 – BASIC SAFEGUARDING OF COVERED CONTRACTSOR INFORMATION (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

#### **52.217-8 – OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

#### **52.217-9 – OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 54 (months).

#### **52.222-35 – EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)**

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

#### **52.222-36 – EQAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jul 2014)**

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

#### **52.227-23 – RIGHTS TO PROPOSAL DATA (TECHNCIAL) (Jun 1987)**

Except for data contained on pages XXXXXXX, it is agreed that as a condition of award of this contract,

and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data -- General" clause contained in this contract) in and to the technical data contained in the proposal dated XXXXXXXX, upon which this contract is based.

### **I.3 ODNI/IARPA CLAUSES INCLUDED IN FULL TEXT**

#### **IA52.203-700 COMPLIANCE WITH THE CONSTITUTION AND STATUTES OF THE UNITED STATES (JUL 2013)**

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

#### **IA52.203-701 SUBCONTRACTOR KICKBACKS APPROVAL FOR DOJ AND GAO (JUL 2013)**

- (a) Prime contractors and subcontractors shall obtain the written approval or guidance of the ODNI Head of Contracting Activity (HCA) before contacting or releasing contract information on possible kickbacks to the Department of Justice (DOJ) or the Government Accountability Office (GAO). All requests for approval to the HCA shall be submitted through the contracting officer.
- (b) Prime contractors shall insert this clause in all subcontracts.

#### **IA52.203-702 – INTELLIGENCE COMMUNITY INSPECTOR GENERAL (IC IG) AND IC IG HOTLINE (FEB 2016)**

The contractor must report to the IC IG all possible violations of federal law or illegal intelligence activities related to this contract by individuals charging directly or indirectly to this contract.

- (a) The contractor shall provide the IC IG with access to any individual charging directly or indirectly to this contract whose testimony is needed for the performance of the IC IG's duties. In addition, the IC IG shall have direct access to all records, reports, audits, reviews, recommendations, documents, e-mails, papers, or other material that relate to this contract with respect to which the IC IG has responsibilities. Failure on the part of any contractor to cooperate with the IC IG shall be grounds for administrative action by the Head of the Contracting Activity, including contractual remedies.
- (b) IC contractors and contractor personnel may report suspected instances of improper conduct through the IC IG Hotline at 855-731-3260. Contractors shall make their employees aware of this Hotline.
- (c) The contractor agrees to include the substance of this clause in all subcontracts exceeding the simplified acquisition threshold except those for commercial items or components.

#### **IA52.203-703 – FRAUD, WASTE, ABUSE AND OTHER MATTERS OF URGENT CONCERN (May 2017)**

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel, or wishes to report an "urgent concern" to Congress, should contact the Office of Inspector General, Investigations Staff, at phone number 855-731-3260. The term "urgent concern" means: (a) a serious or flagrant problem,

abuse, violation of law or Executive Order, or deficiency relating to the funding, administration, or operations of an intelligence activity involving classified information; (b) any false statement made to Congress, or willful withholding from Congress, on an issue of material fact relating to the funding, administration, or operations of an intelligence activity involving classified information; or (c) an action constituting reprisal or threat of reprisal in response to any person reporting an urgent concern pursuant to this clause.

**IA52.203-705 – GOVERNMENT LAPSE IN APPROPRIATIONS GOVERNMENT SHUTDOWN (WORK AT CONTRACTOR’S FACILITY) (JUN 2017)**

In the event of a lapse in government appropriations resulting in a government shutdown and/or furlough of government personnel, unless otherwise directed by the Contracting Officer, the Contractor shall continue performance on this contract in accordance with the contract terms and conditions and the funding presently available and allotted for the performance of this contract.

**IA52.204-702 – SECURITY INCIDENT REPORTING (Jul 2013)**

The contractor shall provide preliminary notification to the Program Manager, the contracting officer and the COTR of any security incident, violation or unauthorized disclosure under this contract within one working day of learning about the incident. Official notification shall follow within three working days.

**IA52.204-703 – EXPORT CONTROL (Jul 2013)**

(a) The contractor shall comply with all U.S. export control laws and regulations, including the International traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions or exceptions, the contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of (including deemed exports) hardware, technical data, and software, or for the provision of technical assistance.

(b) The contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation (whether in or outside the United States), where the foreign person will have access to export-controlled technologies, including technical data or software.

(c) The contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions.

(d) The contractor shall appropriately mark all contract deliverables controlled by ITAR and/or EAR.

(e) The contractor shall ensure that the provisions of this clause apply to its subcontractors.

**IA52.204-704 U. S. ACADEMIC INSTITUTION ACKNOWLEDGMENT (JUL 2013)**

(a) The contractor shall provide preliminary notification to the program manager within one working day of deciding to add a new U.S. academic institution to the contract, either in the role of team member, subcontractor, or consultant, at any tier.

(b) The contractor shall further ensure that, prior to award, the academic institution being added completes and submits to the Chief Acquisition Officer, IARPA, a U.S. Academic Institution Acknowledgment Letter. This letter should follow the format prescribed in the template provided as part of the original IARPA solicitation for the project.

(c) The contractor shall incorporate this clause into all subcontracts and ensure that it flows down to all levels.

#### **IA52.204-713b PUBLICATION (UNCLASSIFIED) (JUN 2017)**

The Contractor is encouraged to publish unclassified research executed under this effort for peer review. The Contractor shall provide the IARPA Program Manager a courtesy copy of program-related research publications, press releases, and advertisements at least 5 days prior to submission for publication. Following publication, copies of publications shall be submitted to the IARPA Program Manager and Contracting Officer's Technical Representative. Contractor publications shall include the following acknowledgment and disclaimer: 'This research is based upon work supported in part by the Office of the Director of National Intelligence (ODNI), Intelligence Advanced Research Projects Activity (IARPA), via [INSERT Contracting Agent Contract Number]. The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of ODNI, IARPA, or the U.S. Government. The U.S. Government is authorized to reproduce and distribute reprints for governmental purposes notwithstanding any copyright annotation therein'.

The obligations hereunder survive expiration, termination, or completion of the contract.

#### **IA52.205-714 PRESS RELEASE (ANNOUNCEMENT OF CONTRACT) (JUN 2017)**

If a contract awardee wishes to make public announcement of contract award, the awardee must provide a copy of the press release and/or advertisement to the Program Manager and Contracting Officer's Technical Representative for review/approval at least 5 days prior to release of the announcement.

#### **IA52.215-700 AUDIT AND RECORDS – NEGOTIATION (FEB 2016)**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all the Contractor's records, including computations and projections, related to -- (1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating --

(1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and

(2) The data reported.

(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and --

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That requires the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

**IA52.215-701 INTENTION TO USE CONSULTANTS (JUL 2013)**

(a) The Government intends to utilize the services of non-Government organizations in technical, advisory and consulting roles for overall review of the activities covered by this contract. Although the consultants shall not have the right of technical direction, they shall from time to time and on a frequent basis attend technical reviews, participate in technical interchange meetings, observe national processing, witness fabrication and assembly, and monitor testing within the contractor and subcontractor facilities. Such consultants will be involved in providing advice to the Government concerning viability of technical approaches, utilization of acceptable procedures, value and results of tests, and other management and contractual aspects of the program. The consultants will thus require access to program- related contractor facilities and documentation. Contractor proprietary data shall not be made available to consultants unless and until a protection agreement has been generated and filed with the Government. Contractor proprietary cost and accounting data will not be available to consultant organizations.

(b) It is expressly understood that the operations of this clause will not be the basis for an equitable adjustment.

**IA52.227-701 TECHNICAL DATA WITHHOLDING OF PAYMENT (Jul 2013)**

(a) If technical data specified to be delivered under this contract are not delivered within the time specified by this contract or are deficient upon delivery (including having restrictive markings not specifically authorized by this contract), the Contracting Officer may, until such data are accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond its control and without fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

**IA52.223-701 PROTECTION OF HUMAN SUBJECTS (JUN 2017)**

(a) The following definitions of terms shall apply:

- i. Department or Agency head means the head of any federal department or agency and any other officer or employee of any department or agency to whom authority has been delegated.
- ii. Institution means any public or private entity or agency (including federal, state, and other agencies).
- iii. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted

or supported under a program which is considered research for other purposes. For example, some demonstration and service program may include research activities.

- iv. Human subject mean a living individual about whom an investigator (whether professional or student conducting research obtains data through intervention or interaction with the individual, or identifiable private information.
  - v. Intervention includes both physical procedures by which data are gathered (for example, venipuncture) and manipulations of the subject or the subject's environment that are performed for research purposes. Interaction includes communication or interpersonal contact between investigator and subject.
  - vi. Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information, which has been provide for specific purposes by an individual and with the individual can reasonably expect will not be made public (for example, a medical record). Private information must be individually identifiable (i.e., the identity of the subject is or may readily be ascertained by the investigator or associated with the information) in order for obtaining the information to constitute research involving human subjects.
  - vii. IRB means an institutional review board established in accordance with and for the purposes expressed in this policy.
  - viii. IRB approval means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and federal requirements.
  - ix. Certification means the official notification by the institution to the supporting department or agency, in accordance with the requirements of this policy, that a research project or activity involving human subjects has been reviewed and approved by an IRB in accordance with an approved assurance.
- (b) The Contractor shall comply with the Federal regulations for human subject protection in 45 CFR Part 46, Protection of Human Subjects. The Contractor, and all subcontractors involved with research on human subjects, shall provide to the Contracting Officer documentation of an approved Federal Wide Assurance (FWA). The Contractor agrees to provide certification that the Institutional Review Board (IRB) has reviewed and approved the human subjects research protocol in accordance with 45 CFR Part 46 and the FWA. This certification must be provided to the Contracting Officer annually, at a minimum.
- (c) In accordance with the contractor's plan for review by their IRB, which was submitted to IARPA under its proposal, the Contractor shall provide to the Contracting Officer a copy of its research protocol(s). The protocol(s) must include a detailed description of the research plan, study population, risks and benefits of study participation, recruitment and consent process, data collection, data analysis, and any other information reviewed by the IRB. The Contractor shall consult the IRB identified in its Assurance of Compliance for guidance on writing the protocol. The informed consent document must comply with 45 CFR Part 46.

- (d) No IARPA funding may be used on human subject research until all approvals are obtained and then submitted to IARPA for review and authorization to proceed with human subjects research. The Contractor should plan its effort accordingly.
- (e) If at any time during the performance of this contract, the Contracting Officer determines that the Contractor is not in compliance with any of the requirements and/or standards stated in paragraphs (a) and (b) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. The Contracting Officer may communicate the notice of suspension by telephone with confirmation in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may terminate this contract in whole or in part.
- (f) If at any time during the performance of this contract, the Prime Contractor and/or subcontractors lose their FWA or IRB approvals during the course of contract performance, the Government reserves the right to terminate this contract in accordance with FAR 49.4 or seek remedy.
- (g) The Contractor shall bear full responsibility for the performance of all work and services involving the use of human subjects under this contract and shall ensure that work is conducted in a proper manner and as safely as is feasible. The parties hereto agree that the Contractor retains the right to control and direct the performance of all work under this contract. The Contractor shall not deem anything in this contract to constitute the Contractor or any subcontractor, agent, or employee of the Contractor, or any other person, organization, institution, or group of any kind whatsoever, as the agent or employee of the Government. The Contractor agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent contractor without imputing liability on the part of the Government for the acts of the Contractor or its employees.
- (h) The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts that may include research involving human subjects in accordance with 45 CFR Part 46.

**IA52.227-702 SPECIAL INTELLECTUAL PROPERTY PROVISION – RIGHTS IN DATA DEVELOPED WITH MIXED FUNDING (JUL 2013)**

- (a) Applicability. The parties hereby agree to the following special intellectual property provisions, which shall pertain exclusively to data developed under this contract with mixed funding.
  - (1) These special intellectual property provisions are expressly inapplicable to data developed either exclusively with federal funds or exclusively at private expense under this contract. Rights in data developed either exclusively with federal funds or exclusively at private expense shall be

allocated under FAR clause 52.227-14, Rights in Data – General, with such alternates as may be included elsewhere in this contract.

- (2) These additional special intellectual property provisions pertaining to data developed under this contract with mixed funding are supplementary to FAR clause 52.227-14, Rights in Data – General. The parties hereby agree that the provisions of FAR clause 52.227-14 shall extend to and shall be equally applicable to data developed with mixed funding under these special intellectual property provisions, except to the extent that FAR clause 52.227-14 conflicts with these special intellectual property provisions. To the extent that there is a conflict between FAR clause 52.227-14 and these special intellectual property provisions, these special intellectual property provisions shall control.
- (b) Definitions. The definitions contained in FAR clause 52.227-14 shall apply to this special intellectual property provision. The following additional terms shall be defined as follows.
- (1) Developed means that the data exist and are in such form that the data can be delivered under this contract to satisfy a specific requirement of this contract.
  - (2) Developed with mixed funding means that development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a Government contract, and partially with costs charged directly to a Government contract.
  - (3) Government Purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
  - (4) Government purpose rights means the rights to—
    - (i) Use, modify, reproduce, release, perform, display, or disclose data within the Government without restriction; and
    - (ii) Release or disclose data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes.
- (c) Rights in data. The contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in data developed with mixed funding and delivered under this contract:
- (1) Government purpose rights.
    - (i) The Government shall have Government purpose rights for a five-year period, or such other period as may be negotiated and made a part of this contract.
    - (ii) ) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the

items, components, or processes or creation of the data. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the data.

- (iii) The Government shall not release or disclose data in which it has Government purpose rights unless—
  - A. Prior to release or disclosure, the intended recipient is subject to a non-disclosure agreement, or
  - B. The recipient is a Government contractor receiving access to the data for performance of a Government contract.
- (iv) The contractor has the exclusive right, including the right to license others, to use data in which the Government has obtained Government purpose rights under this contract for any commercial purpose during the time period specified in the Government purpose rights legend prescribed in this clause, unless the Government has, elsewhere in this contract, restricted such right on national security grounds.

(d) Government purpose rights markings. Data delivered or otherwise furnished to the Government with Government purpose rights under this clause shall be marked as follows:

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**GOVERNMENT PURPOSE RIGHTS LEGEND**

Contract Number: \_\_\_\_\_

(If contract is classified, provide unclassified identifying information)

Government purpose rights expiration date: \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this data are restricted by the contract clause titled SPECIAL INTELLECTUAL PROPERTY PROVISIONS – RIGHTS IN DATA DEVELOPED WITH MIXED FUNDING contained in the contract under which this data was developed.

Specific information on these restrictions may be obtained by contacting:

(Fill in) \_\_\_\_\_

No restrictions apply after the expiration date shown above. Any reproduction of this data or portions thereof marked with this legend must also reproduce the markings.

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(ii) Unless the parties expressly agree otherwise, and unless such agreement is made part of this contract, the Government Purpose Rights legend prescribed in this clause shall be the only Government Purpose Rights legend authorized for use under this contract.

(iii) Notwithstanding any language of limitation in FAR clause 52.227-14, the parties agree that the provisions of FAR clause 52.227-14(e) on unauthorized marking of data and the provisions of FAR clause 52.227-14(f) on omitted or incorrect markings shall be applicable to data developed with mixed funding under this contract.

**IA52.227-700 PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (JUL 2013)**

Paragraph (e) (4) of the "Patent Rights – Ownership by the Contractor" clause incorporated in this contract is modified as follows:

The contractor agrees to include, within the specification of any United States patent application, and any patent issuing thereon covering a subject invention, the following statement, "The invention was made with Government support. The Government has certain rights in the invention."

**IA52.235-7000 ANIMAL WELFARE (JUN 2017)**

- (a) The Contractor shall register its research facility with the Secretary of Agriculture in accordance with 7 U.S.C. § 2316 and 9 CFR subpart C, and § 2.30, and furnish evidence of such registration to the contracting officer before beginning work under this contract.
- (b) The Contractor shall acquire animals only from dealers licensed by the Secretary of Agriculture under 7 U.S.C. § 2133 and 9 CFR subpart A, §§ 2.1 through 2.11, or from sources that are exempt from licensing under those sections.
- (c) The Contractor agrees that the care and use of animals will conform with the pertinent laws of the United States and regulations of the Department of Agriculture (see 7 U.S.C. § 2131 et. seq. and 9 CFR subchapter A, parts 1 through 4).
- (d) The Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract or failure to comply with the requirements of paragraphs (a) through (c) of this clause.
  - (1) The suspension will stay in effect until the contractor complies with the requirements.
  - (2) Failure to complete corrective action within the time specified by the contracting officer may result in termination of this contract and removal of the contractor's name from the list of contractors with approved Public Health Service Welfare Assurances.
- (e) The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Services (APHIS), United States Department of Agriculture (USDA), for the region in which its research facility is located. The location of the appropriate APHIS regional office, as well as information concerning this program may be obtained by contacting the Senior Staff Officer, Animal Care Staff, USDA/APHIS, Federal Center Building, Hyattsville, MD 20782
- (f) The contractor shall include this clause, including this paragraph (f), in all subcontracts involving research of live vertebrate animals.

**SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

- (A) STATEMENT OF WORK (SOW)
- (B) MONTHLY CONTRACT STATUS REPORT TEMPLATE

**ATTACHMENT A**  
**STATEMENT OF WORK**

(Statement of Work is to be provided with the proposal)

**ATTACHMENT B**  
**MONTHLY CONTRACT STATUS REPORT**  
**(mutually agreeable format)**