

**IARPA-BAA-18-03**  
**Questions and Answers Round 3**  
**Release Date: 11 July 2018**

**MIST BAA Questions 11 through 27**

**Q.11:** What is IARPA perspective about pre-seed starts-up applying to this award?

**A.11:** There are no prohibitions against proposal submissions by pre-seed start-up companies.

**Q.12:** Is the commitment of VC investors to fund the company a condition to the award?

**A.12:** No.

**Q.13:** Does a commitment of VC investors to fund [an offeror's start-up] company make the application more competitive in IARPA's perspective?

**A.13:** Proposals will be reviewed and selected for negotiations based on the Evaluation Factors set forth in Section 5 of the BAA.

**Q.14:** Under what circumstances will an “other transaction” agreement be awarded?

**A.14:** Section 4.B.2 of the BAA States, “... The contracting officer will determine whether to grant the request for other than a cost-type procurement contract. Examples of requests that would be considered for approval include those from non-traditional contractors such as commercial entities that do not accept FAR- based cost contracts, small businesses, start-up companies, consortia that may include universities and non-profits or foreign companies; where cost-sharing or government participation in the work is appropriate; where flexibility not available under a procurement contract is needed; or where commercialization by industry is deemed advantageous to the government.” (Note: reference to “government participation” in this paragraph does not include or imply government participation as part of a proposal team. Please follow eligibility information in BAA Section 3.A.)

**Q.15:** What is the preferred contract type/award instrument for startup companies?

**A.15:** IARPA anticipates awarding cost-type procurement contracts, however, offerors may request a different type of procurement contract (FFP, for example) or an Other Transaction (OT) in their transmittal letter along with a short rationale (See BAA Section 4.B.1.a.). The contracting officer will determine whether to grant the request, see A.14 above (reference BAA Section 4.B.2.)

**Q.16:** What is the preferred contract for foreign for-profit entities?

**A.16:** See A.14 and A.15 above and reference BAA Section 4.B.2

**Q.17:** A previous question asked about the deadline given the requirement for a joint submission of TA1 and TA2. IARPA answered that it is sensitive to the issues and to monitor the website regarding any changes. Is the deadline final by now?

**A.17:** The deadline to be assured consideration in the initial round of selection has been extended to August 6, 2018 at 5:00 PM EDT. The BAA closing date has been extended to November 9, 2018. Please continue to monitor the BAA on FBO for updates.

**Q.18:** The BAA asks to demonstrate the cost (rather than the price) of DNA synthesis and sequencing. In some instances, the exact cost might be a highly confidential business information. What is IARPA perspective about this issue?

**A.18:** All participants in the IARPA source selection process are subject to a non-disclosure agreement. Access to proposals is controlled and proposal information is considered source selection information subject to the Procurement Integrity Act. Proposal information may be further prohibited from disclosure by other federal law (Trade Secrets Act, etc.) including trade secrets or commercial or financial information that is confidential or privileged

**Q.19:** What is Contractor's Reference Number on the cover sheet?

**A.19:** The Appendix A, "Cover Sheet for Volume 1: Technical Proposal" includes in block (5) the "Contractor's Reference Number, if any". This is so the offeror can include its internal proposal identification number, for reference purposes, if applicable. If the offeror does not have one, just put Not Applicable or N/A in this block.

**Q.20:** What aspects of the submitted proposal become publicly available, whether actively (such as through posting on a website) or passively (such as via a Freedom of Information Act request)?

**A.20:** We don't post our contracts on the IARPA website or any other website. The BAA specifically requests that the SOW not include any proprietary information, see section 4.B.1.3. It is this non-Proprietary SOW that we include in the contract document. The complete technical and cost proposal volumes are not included in the contract, only referenced. If we were to receive a relevant FOIA request, it would be reviewed to ensure that information that should not be released is not released, including information that is prohibited from disclosure by another federal law and trade secrets or commercial or financial information that is confidential or privileged.

**Q.21:** What aspects of the milestone reports become publicly available (per previous question)?

**A.21:** See A.20 above.

**Q.22:** Are the technical program review meetings specific to each combination of TA's, or do all awardees of all TA's attend? If the latter, what mechanisms are available to protect confidentiality?

**A.22:** IARPA typically conducts kickoff and technical exchange meetings with all performers in the same room at the same time. However, to maintain confidentiality, IARPA has the ability to conduct meetings with individual performers in private breakout sessions during these events.

**Q.23:** Can awardees make a blanket request for restrictions of Government use on all deliverables from the project?

**A.23:** Please refer to BAA Sections 4.B.1.d, Attachment 2, 6.B.2 and the Appendix A template for Reporting of Intellectual Property and Data rights.

**Q.24:** If IP already exists for methods/processes, but grant funding enhances the deliverable, does Government expect nonexclusive right to use?

**A.24:** To clarify, we don't intend to issue grants under this BAA but instead either procurement contracts or other transactions. Please see response A.23 above regarding BAA sections related to Intellectual Property.

**Q.25:** In section 6.B.2 are the terms 'Government' and 'IARPA' equivalent? That is, if IARPA has rights to IP, does that mean the (entire) Government has rights to the IP?

**A.25:** When we say "Government Purpose Rights," we in fact mean the whole of the federal government. The definition of GPR is provided in the BAA, 4.B.1.d, Attachment 2 and should make this clear. 4.B.1.d, Attachment 2, further states "IARPA anticipates that achieving these goals may necessitate a minimum of Government Purpose Rights in all data deliverables and license rights to patentable inventions incorporated into deliverables or used in creating deliverables, including the possibility of the right to make/practice such..." However, proposers who wish to offer less than GPR, should be specific as to what rights they are offering- e.g., if an offeror seeks to only offer rights to IARPA vice to the entire Government, the offeror should state that clearly.

**Q.26:** On page 11 footnote 5 of the BAA, it is stated that TA2 phase I milestones have to be met by optimizing "existing" post proof-of-concept sequencing and readout methods, while novel technologies can also be proposed. We are trying to see if [our company] qualifies for applying to MIST, as we are at pre-prototype stage. Our proposal plan is based on [a collaborator's] proven sequencing approach as the 'existing' technology, and optimizing it to meet Phase I milestones. Is this strategy responsive to the MIST BAA?

**A.26:** When proposing to use an "existing" sequencing approach in Phase 1, evidence must support the conclusion by a reasonable person with appropriate subject matter expertise that a method that is useful for reading information to polymers has been demonstrated. This may be at small scale, but it should be reproducible in the hands of the offeror, and plausibly scalable to meet program goals with further development.

**Q.27:** Nat'l Defense Authorization Act 2019 SEC. 1283 of H.R. 5515 restricts Academic research that involves an individual who has in the past or is currently participating in foreign talent or expert recruitment program in certain countries (China). Does this restriction also extend to DOD contracts/grants to Business entities?

**A.27:** The NDAA 2019 is currently a bill. It is not yet law, although it has passed the House and Senate. We must work under the existing law and policy at this time. Of note, the above referenced provision does not appear to be included in the final version of the bill passed on June 19, 2018. Further this bill applies to DoD actions not ODNI. Should additional requirements or restrictions arise, we can amend the BAA or modify an awarded contract.