Biomedical Advanced Research and Development Authority (BARDA) Rapid Response Partnership Vehicle (RRPV)



Request for Project Proposals (RPP)

Solicitation Number: 25-06-DxR2

"Biothreat Diagnostic Rapid Response"

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Issued by:

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MedicalCountermeasures.gov

Amendment No. 1 does the following:
Extends proposal due date from 14 July 2025 to 04 August 2025, at 1pm Eastern.
All other terms and conditions remain unchanged.

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1 Executive Summary

1.1. Rapid Response Partnership Vehicle Consortium

The Biomedical Advanced Research and Development Authority's (BARDA) Rapid Response Partnership Vehicle (RRPV) Consortium is an enterprise partnership in collaboration with industry and academia to facilitate research and development activities to:

- Help fortify national health security by developing medical countermeasures products prior to and during a pandemic or public health emergency; and
- Accelerate technology development, regulatory approval, commercialization, and sustainment to address pandemic influenza, emerging infectious diseases, and other biological threats.

Advanced Technology International (ATI) has been awarded an Other Transaction Agreement (OTA) by BARDA to serve as the Consortium Management Firm (CMF) for the RRPV.

RRPV is openly recruiting members to join a broad and diverse biomedical consortium that includes representatives from all organizations who work within stated technical focus areas; for more information on the RRPV mission, refer to the RRPV website at RRPV.org. For entities interested in joining the RRPV Consortium and responding to this solicitation, please visit www.rrpv.org/how-to-join.

Strategic oversight for the Project Agreement(s) supported by this RPP will be provided by BARDA.

1.2. Purpose

BARDA's product portfolio has capability readiness gaps for rapid biothreat diagnostic test development and ready-production capacity to quickly produce tests in lieu of stockpiling. To address these gaps, tests for PHEMCE biothreats will be developed and pilot program(s) will be established to assess the feasibility of rapid response capabilities, leveraging existing domestic manufacturing capacities. BARDA is seeking support for the first of three distinct phases (Base Period, Option I, and Option II) through this Request for Project Proposals (RPP):

 <u>Base – PHEMCE Biothreat Test Development:</u> Develop and obtain regulatory clearance of the biothreat diagnostic tests in addition to design transfer to manufacturing activities, such as limited production runs for validation, quality checks, stability studies, early adopter training, and manufacturing capacity studies.

Should additional funding become available, BARDA may seek support for the two additional options below. As such, proposals are not required for Option I and Option II at this time.

- Option I Warm-base Surge Capacity: Maintain a warm-base surge capacity via low-rate initial production
 to produce biothreat tests for use in a public health emergency or large-scale government exercises, or
 for use in public health laboratory proficiency training, or for use in long-term storage and stability
 studies of tests and test components.
- Option II Manufacturing Capacity Modifications: Execute on the manufacturing capacity study analysis
 with line modifications to ensure rapid, scalable production capacity in the event of another public health
 emergency. The overall goal is to build a biothreat diagnostic portfolio, maintain domestic test
 manufacturing facilities and to enable just-in-time manufacturing practices to be able to rapidly produce

biothreat tests at scale, or other tests needed by the U.S. Government (USG), along with the supplies needed, and to achieve aggressive test delivery schedules.

This solicitation is independent to the RPP originally issued on March 27, 2024 (Solicitation number 24-06-DxR2). Proposals submitted to this solicitation should be reflective of the requirements identified within this document ONLY.

2 Administrative Overview

2.1. Acquisition Approach

RRPV is utilizing the Full Technical Proposal and Full Cost Proposal approach to award for this RPP. The Government will evaluate responses submitted and will select the Proposal(s) that best meets their current priorities using the criteria in Section 5.

Each proposal selected for award under this RPP will be executed as a Project Award under the RRPV by the RRPV CMF and be funded under the OTA Number 75A50123D00005. The same provisions will govern this Base Agreement as the OTA between the USG and ATI, unless otherwise noted in the Project Award.

At the time of the submission, Offerors must certify on the cover page of their Proposal that, if selected for award, they will abide by the terms and conditions of the latest version of the RRPV Base Agreement. Base Agreements are typically not executed until the Offeror is selected for award.

Offerors are advised to check the RRPV website periodically during the proposal preparation period for any changes to the RRPV Base Agreement terms and conditions.

2.2. Funding Availability and Period of Performance

The total USG funding amount anticipated to be available for Base Project Awards is approximately \$40 million (M), and the USG anticipates making 4 awards. Award and funding from the Government is expected to be limited to the funding specified above and is contingent upon the availability of federal funds for this program. Dependent on the results and deliverables of the Base period, additional dollars and time may be added to the period of performance for Option I and Option II follow-on tasks.

It is expected that there will be a total of one or more qualified respondents to accomplish the statement of objectives. If an optimal team is not identified, then BARDA may direct the RRPV CMF to make multiple, individual awards to Offeror(s) to accomplish subset(s) of the key tasks.

The anticipated Period of Performance for the Base period is estimated to be 36 months. Specific dates are to be negotiated. It is anticipated that the primary place of performance will be the Offeror's facilities, however this aspect can be negotiated as part of each Offeror's submission.

2.3. Expected Award Date

Offeror should plan for the period of performance to begin October 2025. The USG reserves the right to change the proposed period of performance start date through negotiations via the CMF and prior to issuing a Project Award.

2.4. Proprietary Information

The RRPV CMF will oversee submission of proposals submitted in response to this RPP. The RRPV CMF shall take the necessary steps to protect all proprietary information and shall not use such proprietary information for purposes other than proposal evaluation and agreement administration. Offerors should mark all Confidential or Proprietary Information as such. An Offeror's submission of a proposal under this RPP indicates concurrence with the aforementioned CMF responsibilities.

2.5. Offeror Eligibility Criteria

Offerors must be RRPV Members to be eligible to submit a proposal. Subcontractors (including all lower tier awardees) do not need to be RRPV members. To join RRPV, please visit www.rrpv.org/how-to-join.

Offerors should show evidence in their proposal of the following "Preferred Capabilities". Please note and expand on the "Preferred Capabilities" status. Proposals that do not meet "Preferred Capabilities" may still be eligible for award, but may be less competitive. Proposals with "Preferred Capabilities" will be reviewed more favorably:

- 1. Minimum of 1 (one) FDA approved or CE Marked in vitro diagnostic (IVD) product commercially available
- 2. Current production capacity of >1M tests/annually
- 3. US-based manufacturing (21 CFR 820 / ISO 13485)
- 4. Install base >300 domestic placements (applies only to instrument-based products)

2.6. Cost Sharing

Cost sharing is strongly encouraged. It is defined as the resources expended by the Project Awardee on the proposed Statement of Work (SOW). The extent of cost sharing is a consideration in the evaluation of proposals. While preferred, it is not an absolute requirement in order to be eligible to receive an award under this RPP. If cost sharing is proposed, then the Offeror shall state the amount that is being proposed and whether the cost sharing is a cash contribution or an in-kind contribution; provide a description of each cost share item proposed; the proposed dollar amount for each cost share item proposed; and the valuation technique used (e.g., vendor quote, historical cost, labor hours and labor rates, number of trips). Cost sharing is strongly encouraged, if possible, as it leads to stronger leveraging of Government-contractor collaboration. For more information regarding cost share, please see Attachment 2.

2.7. Intellectual Property and Data Rights

Intellectual Property (IP) rights for RRPV Project Awards will be defined in the terms of the RRPV Base Agreement. The RRPV CMF reserves the right to assist in the negotiation of IP, royalties, licensing, future development, etc., between the Government and the Project Awardees during the entire award period. The Offeror shall comply with the terms and conditions defined in the RRPV Base Agreement regarding Data Rights. It is anticipated that anything delivered under this proposed effort would be delivered to the Government with unlimited data rights as defined in the RRPV Base Agreement unless otherwise specified in the proposal and agreed to by the Government. All proposed data rights are subject to Government review and approval. Rights in technical data agreed to by the Government will be incorporated into the Project Award.

The Offeror shall indicate in its proposal submission its acceptance of the terms and conditions defined in the RRPV Base Agreement regarding intellectual property and data rights.

The Offeror shall complete the table provided in Section 6 of the SOW, for any items to be furnished to the Government with restrictions. An example is provided below.

Technical Data to be Furnished with Restrictions	Basis for Assertion	Asserted Rights Category	Name of Organization Asserting Restrictions	Milestone # Affected
Technical Data Description	Previously developed exclusively at private expense	Limited	Organization XYZ	Milestone 2

3 Proposals

3.1. Question and Answer Period

Table 1. Key dates related to this RPP.

Date	Event
29 May 2025	RPP released
5 June 2025	Proposers Conference
12 June 2025	Questions due from potential Offerors
19 June 2025	Questions & Answers released (can be approx.)
04 August 2025	Proposals due

Please submit questions to Ms. Rebecca Harmon (rrpv-contracts@ati.org).

3.2. Proposal General Instructions

The templates provided in this RPP are mandatory and shall reference this RPP number. **Do not submit any classified information in the submission.** Offerors are encouraged to contact the Point of Contact (POC) identified herein up until the Proposal submission date/time to clarify requirements.

All eligible Offerors shall submit Proposals for evaluation according to the criteria set forth in this RPP. Offerors are advised that only ATI, as the RRPV CMF, with the approval of the Other Transaction Agreements Officer, is legally authorized to contractually bind or otherwise commit funding for selected Project Awards as result of this RPP.

3.3. Proposal Submission

Proposals shall be submitted by the date and time specified on the cover page to the following website: rrpv.hhs.gov

Offerors will be required to register for a BDR Portal account before a response can be submitted. A BDR account can be requested by contacting ATI at RRPV@ati.org. The account request process is simple but may take several days for approval and access. Upon confirmation of a BDR Portal account, the Offeror will login using the prescribed two-factor authentication method.

Failure to submit your proposals on time for any reason (e.g., due to late registration in BDR Portal) will result in the submission not being considered for award. Offerors will be provided an automated confirmation of successful submission.

3.4. Proposal Preparation Cost

The cost of preparing submissions in response to this RPP is not considered a direct charge to any resulting award or any other contract.

3.5. Submission Documents and Format

Proposals shall reference this RPP number. Each document below (e.g., Technical Proposal, Cost Proposal Narrative, Cost Proposal Format, and Statement of Work) is mandatory and must each be submitted as separate files and shall remain valid for 180 days unless otherwise specified by the Offeror in the proposal. Offerors are encouraged to contact the RRPV CMF with any questions so that all aspects are clearly understood by both parties. The proposal should include the following:

- Technical Proposal (30-page limit, unless noted*) See Attachment 1: One Technical Proposal (.pdf, .doc or .docx). The mandatory template is provided as Attachment 1, and includes mandatory sections for a cover page*, information sheet*, executive summary and preferred capabilities, technical approach, current and pending support, Success Criteria*, and key personnel resumes/CV.*
 While no template is required for the resume/CV, each resume/CV is limited to 3 pages.
- Cost Proposal (no page limit) See Attachment 2: One Word (.docx or .doc) or PDF file for Section I:
 Cost Proposal Narrative is required using the mandatory template. Separately, Section II: Cost
 Proposal Format is required in Excel (.xlsx) format, with working formulas to the maximum extent
 practicable. See Section 3.5 of this RPP for additional information.
- Statement of Work/Milestone Payment Schedule (no page limit) See Attachment 3: One Word (.docx or .doc). The Offeror is required to provide a detailed SOW/Milestone Payment Schedule using the mandatory template provided as Attachment 3.

The following formatting requirements apply:

- 12-point font (or larger), single-spaced, single-sided, 8.5 by 11 inches
- Smaller type may be used in figures and tables, but must be 8-point font (or larger)
- Margins on all sides (top, bottom, left, and right) should be at least 1-inch
- Submit files in Microsoft Word, Microsoft Excel, or Adobe Acrobat (PDF portable and searchable document format) formats as indicated below. ZIP files and other application formats are not acceptable. All files must be print-capable and without a password required. Filenames shall contain

the appropriate filename extension (.docx, .doc, .xlsx, or .pdf). Filenames should not contain special characters. IOS users must ensure the entire filename and path are free of spaces and special characters.

3.6. Cost Proposal

The Cost Proposal must include two sections, a Cost Proposal Narrative and a Cost Proposal Format. Offerors are encouraged to use their own cost formats such that the necessary detail is provided. The RRPV CMF will make optional cost proposal formats available on the Members-Only RRPV website. The Cost Proposal formats are NOT mandatory.

Each cost should include direct costs and other necessary components as applicable, for example, fringe, General & Administrative Expense (G&A), Facilities & Administrative (F&A), Other Direct Costs (ODC), etc. Offerors shall provide a breakdown of material and ODC costs as applicable.

3.7. Regulatory Terms

Project Awardees must be prepared to comply with the following regulatory terms:

- The Performer shall serve as regulatory product sponsor and be responsible for all documents and submissions to FDA necessary to achieve authorization or clearance.
- Support and maintain regulatory submissions domestically throughout the life of the agreement.
- The Performer must submit to the Government all supporting documentation related to assay feasibility, verification, and validation, manufacturing activities, as well as other related documentation. All information in the Device Master Record (DMR) associated with this effort is also included.
- The Performer shall cross-reference any applicable regulatory files prior to the conduct of the studies, and shall allow cross-referencing of these documents associated with this effort.
- All nonclinical (if required) and clinical studies should be approved in accordance with industry standards, and HHS's Animal Welfare Assurance and HHS' Office of Human Research Protection (OHRP), respectively.

Additional information on the applicable regulatory terms is provided in the RRPV Base Agreement. *These restrictions include mandatory government review and reporting processes that will impact the Offeror's schedule.*

3.8. Security Requirements

Security Requirements have not been identified at this time. Project Awardees may be provided further security requirements during negotiations prior to award.

4 Technical Requirements

4.1. Introduction

The Offeror shall clearly state how it intends to meet and, if possible, exceed the RPP requirements. Mere acknowledgement or restatement of a RPP requirement is not acceptable, unless specifically stated otherwise.

For scheduling and pricing purposes, Offerors should assume that some elements of the Base Period may occur concurrently to support cost and schedule savings; however, an agreement modification will be required to begin an option period.

4.2. Overview

The overall goal of this program is to build a biothreat diagnostic portfolio, maintain domestic test manufacturing facilities and to enable just-in-time manufacturing practices to be able to rapidly produce biothreat tests at scale, or other tests needed by the USG, along with the supplies needed, and to achieve aggressive test delivery schedules. Therefore, an awarded project resulting from this RPP will develop biothreat diagnostic tests and establish a pilot program(s) to assess the feasibility of rapid response capabilities, leveraging existing domestic manufacturing capacities. BARDA is seeking support for the first of three distinct periods under this program and are described below. **Note that offerors are required to only address the base period at this time.** Preferred solutions should include the following capabilities:

- 1. Point Of Care or remote-use testing capability*
- 2. Address biothreat test development of glanders, botulism toxin (BoNT), tularemia, typhus, smallpox, or plague

*Point-of-care is defined as a test that can be used in near-patient, non-laboratory settings such as emergency departments, doctor's offices, clinics, pharmacies, and field triage centers. It should be easy to use, portable, preferably Clinical Laboratory Improvement Amendments (CLIA)-waived or waivable and provide results in less than 30 minutes. Platforms use in remote or resource limited settings should additionally include the following elements:

- Small footprint, easily portable
- Lightweight less than 5 pounds preferred
- Rapid results sample to answer in under 30 minutes (less than 15 minutes preferred)
- Low cost
- Able to operate in non-temperature/non-humidity-controlled environments, including tropical settings
- Ability to operate from batteries and/or solar power sources, in addition to wall power
- Safely disposable and/or easily decontaminated
- Easily interpretable and clear presentation of results to the end user
- Ability to electronically transmit data when in range of Wi-Fi/cellular transceivers is preferred

<u>Base Period – PHEMCE Biothreat Test Development:</u> This phase focuses on the i) development and regulatory clearance of biothreat tests, and ii) design transfer to manufacturing activities, such as limited production runs for validation, quality checks, stability studies, early adopter training, and manufacturing capacity studies.

Should additional funding become available, BARDA may seek support for the two additional phases below. As such, proposals are not required for Option I and Option II at this time.

<u>Option I – Maintain Warm-Base Surge Capacity:</u> This option phase focuses on establishing a domestic warmbase surge capacity via low-rate initial production to:

- Maintain the supplies needed to rapidly produce the biothreat test,
- Conduct long-term storage and stability studies of tests and test components (i.e., primers, probes, consumable plastic components) for biothreat assays with potential agreements in place to rapidly manufacture tests from these components, if a public health emergency is declared, and
- Produce biothreat tests for use in a public health emergency or large-scale government exercises and public health laboratory competency and proficiency training.

Option II – Manufacturing Capacity Modifications: The overall goal of option II is to maintain domestic test manufacturing facilities and to enable just-in-time manufacturing practices to be able to rapidly produce biothreat tests, or other tests needed by the USG, along with the supplies needed and to achieve aggressive test delivery schedules. The option focuses on expanding the capacity preservation program to enable scaled volume shipment of product within days to weeks from order, and to achieve the equivalent of stockpiling of multiple threat tests in one manufacturing facility. This option includes the execution of capacity expansion based on the manufacturing capacity study report which provides an analysis of the current state of the Offeror's manufacturing capabilities along with recommendations for modifications that would be required to ensure rapid, scalable domestic production capacity in the event of another public health emergency.

4.3. Technical Requirements

At this time, offerors are required to submit proposals that **address only the Base Period** described below; future work may include Option I and II activities. The Offeror shall address any circumstances where an aspect described below is not relevant to the Offeror's proposal.

Base Period – PHEMCE Biothreat Test Development: This includes the following tasks:

- Assay Feasibility: The biothreat test assay is designed and optimized followed by preliminary analytical studies performed to demonstrate the assay meets the performance specifications described in the Offeror's Design Input Requirements. The assay design is locked for development under design/change control in the verification and validation (V&V) phases.
 - Planning
 - Product definition (Design input requirements, customer, market requirements)
 - Project Plan
 - Risk Management Plan
 - Regulatory Plan
 - Assay Design
 - In silico and bioinformatic designs
 - Assay reagent design and parameters
 - Software development to establish detection algorithm for making calls
 - Assay Optimization
 - Design of Experiments to optimize performance of all critical reagents
 - Sample preparation and detection conditions are defined and optimized
 - Define internal and external controls for V&V
 - Define limits of failure
 - Preclinical Performance Testing
 - Analytical Studies, including limit of detection (LoD), linearity, inclusivity, and exclusivity will be conducted to demonstrate that the assay meets the performance specifications described in the Design Input Requirements (DIR).
 - Instrument Support
 - Evaluate, calibrate, and optimize assay performance on requisite instruments

Assay Design Freeze: future modifications in V&V phases will occur under change control

Assay Verification

- Development is performed under design control. Work performed during verification will require manufacturing of at least three independent test lots. The critical raw material lots (plastic components, critical reagents) are varied between Design Lots to ensure robustness of design for manufacturing. The results, or design outputs, must meet the design input requirements described in the DIR.
- Assay verification studies include all analytical studies to support non-clinical performance claims in the package insert: LoD, Linearity, Precision, Reproducibility, Inclusivity, Exclusivity, Interfering substances, and Failure mode testing.
- o Sample stability studies will be performed at -20°C, 4°C, 28°C, and 37°C to establish the allowable storage time and temperatures for clinical samples.
- o Kit stability studies should be performed at 2°C, 28°C, 35°C, 45°C, and 50°C.
- Manufacturing quality control (QC) procedures and acceptance criteria will be evaluated by a two-step process: (i) control limit studies where R&D defines the test methods, test material, and acceptance criteria used for kit release during manufacturing; (ii) test method validation performed by manufacturing. Three independent lots are used for each set of studies.
- External beta (pre-clinical) study will be conducted to obtain preliminary performance data in the hands of the end user on the final product configuration.
- External QC will be developed to monitor shifts, trends, operator errors, and systematic variation.
- Assay Validation: Assay validation is the final task areas to achieve regulatory clearance which will
 include manufacturing process validation, clinical trials and regulatory submission.
 - Manufacturing process validation: Three independent process validation lots are built to demonstrate the reproducibility of the manufacturing process including validating QC release procedures and acceptance criteria.
 - Clinical Trials: Conduct all tasks required to execute a clinical trial in accordance with the FDA and the intended clinical indication. This includes but is not limited to: planning and protocols, review by the Institutional Review Board, site management, recruitment, screening, enrollment of subjects, quality and data management, data management and biostatistics, and clinical trial reports.
 - Regulatory Plan Execution: Conduct appropriate meetings (e.g., pre-sub meetings) and submission to the FDA with the intent to obtain clearance.
 - Manufacturing for Regulatory Clearance: Execute on manufacturing activities in preparation for FDA authorization or clearance and post-clearance monitoring to include:
 - Limited production runs for validation studies, stability studies, quality checks, line efficiency exercises
 - Limited post clearance production for performance monitoring and early adopter training and testing.
 - Manufacturing Capacity Study: Conduct a study of the current state of manufacturing capacity and optimization to keep manufacturing capacity available and ensure rapid response times. The deliverable is a study report for improving capacity across manufacturing processes and operations. Key elements of the deliverable may include:

- Determine improvements to existing production practices without implementing automation (such as batch sizes, raw material inventory management, or replication of current lines).
- Determine production practices or modifications that will lead to long-term preservation of manufacturing capacity in terms of cost, performance, workforce, and other factors.
- Determine production practices or modifications that will increase the speed to pivot production to another test (i.e., pivot production from a commercial influenza test to a USG biothreat test). The goal is to ship tests within 1 week of order placement.
- Determine production practices or modifications that could be put in place to better manage the forecast and supply chain needs for your primary diagnostic product lines in conjunction with forecasts required for products sold during seasonal or surge-related times (i.e., pandemic or emergency event).
- Determine how implementation of any production practices or modifications may impact workforce headcount and determine your plans for redeploying/rehiring/retaining, if any.

Option I – Maintain Warm-Base Surge Capacity: This phase is focused on manufacturing of lots and includes the following tasks:

- Long term storage and stability studies
- Delivery and proficiency training for certified labs
- Production for warm base maintenance and calibration
- Production for process optimization and scaling studies
- Production for a public health emergency or large-scale government exercises

Option II - Manufacturing Capacity Modifications

- Execute plan for improving capacity across manufacturing processes and operations.
- Initiate and deliver improvements to existing production infrastructure without implementing automation (such as batch sizes, raw material inventory management, or replication of current production lines).
- Initiate and deliver improvements to existing production infrastructure with automation upgrades (such as robotic systems, injection molding, chip production, reel-to-reel assembly systems, fill and finish systems).

5 Evaluation/Selection

5.1. Compliance Screening

The RRPV CMF will conduct a preliminary screening of submitted Proposals to ensure compliance with the RPP requirements. As part of the preliminary screening process, Proposals that do not meet the requirements of the RPP may be eliminated from the competition or additional information may be requested by the RRPV CMF. The Government reserves the right to request additional information or eliminate Proposals that do not meet these requirements from further consideration.

5.2. Proposal Evaluation Process

Following the preliminary screening, the Government sponsor will perform source selection evaluation of all qualified Proposals. Such review may include a panel of subject matter experts (SMEs), to include the use of contractor consultants or SMEs, who will make recommendations to a Source Selection Authority. Where appropriate, the USG will employ non-disclosure agreements to protect information. An Offeror's submission of a Proposal under this RPP indicates concurrence with the aforementioned use of contractors and SMEs. Evaluation of proposals will be based on an independent, comprehensive review and assessment of the work proposed against stated source selection criteria and evaluation factors. The Government will evaluate each Proposal against the evaluation factors detailed below and assign adjectival ratings to the non-cost/price factor(s).

The Government will evaluate the information provided in each Offeror's Proposal to determine which Proposal(s) provide(s) the best value to the Government. Such a determination will be based on the following criteria, in addition to cost/price.

5.3. Evaluation Factors

The following Evaluation factors are listed in descending order of importance:

Evaluation Factor 1 - Technical Approach: This factor evaluates the relevancy, thoroughness, completeness, and feasibility of the proposed approach.

Evaluation Factor 2 – Relevant Experience: This factor evaluates the offeror's demonstrated organizational experience, as well as the technical and management experience of the proposed team to perform the proposed work. The Government may also consider information in Contractor Performance Assessment Reporting System (CPARS), and the Federal Awardee Performance and Integrity Information System (FAPIIS) or similar systems.

Evaluation Factor 3 – Cost Reasonableness: Assessment of the cost of the project to determine i) whether the project cost is within the available funding limits, and ii) the ability and/or likelihood of the offeror to successfully execute the proposed project within the financial resources proposed.

For each evaluated proposal, the non-cost/price factors will each be assigned one of the following adjectival merit ratings:

- Outstanding
- Good
- Acceptable
- Marginal
- Unacceptable

5.4. Cost/Price Estimate and Evaluation

The Cost Proposal will receive a narrative rating to determine whether costs are realistic, reasonable, and complete.

If a proposal is selected for award, the RRPV CMF will evaluate the estimated cost proposed by the Offeror for performing all requirements outlined in this RPP. Evaluation will include analysis of the proposed cost together with all supporting information. The RRPV CMF will request additional information or clarification as necessary. The RRPV CMF will assess the reasonableness and completeness of the cost estimates and then

provide a formal assessment to the Government. The Government will review this assessment and make the final determination that the project value is fair and reasonable, subject to final Government negotiations.

Proposals will be evaluated using the understanding of cost realism, reasonableness and completeness as outlined below:

a) Realism. Proposals will be evaluated to determine if Costs are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Offeror's schedule proposal.

Estimates are "realistic" when they are neither excessive nor insufficient for the effort to be accomplished. Estimates must also be realistic for each phase of the proposed project when compared to the total proposed cost.

The RRPV CMF will make a determination by directly comparing proposed costs with comparable current and historical data, evaluator experience, available estimates, etc. Proposed estimates will be compared with the corresponding technical proposals for consistency.

b) Reasonableness. The Offeror's cost proposal will be evaluated to determine if it is reasonable. For a price to be reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through cost and price analysis.

To be considered reasonable, the Offeror's cost estimate should be developed from applicable historic cost data. The Offeror should show that sound, rational judgment was used in deriving and applying cost methodologies. Appropriate narrative explanation and justification should be provided for critical cost elements. The overall estimate should be presented in a coherent, organized and systematic manner.

Costs provided shall be clearly attributable to activities or materials as described by the Offeror. Costs should be broken down in the Cost Proposal Format. An optional template is located on the Members-Only RRPV website.

c) Completeness. The RRPV CMF will evaluate whether the proposal clearly and thoroughly documents the rationale supporting the proposed cost and is compliant with the requirements of the solicitation. The proposal should clearly and thoroughly document the cost/price information supporting the proposed cost in sufficient detail and depth. The RRPV CMF will evaluate whether the Offeror's cost proposal is complete with respect to the work proposed. The RRPV CMF will consider substantiation of proposed cost (i.e., supporting data and estimating rationale) for all elements.

Rate and pricing information is required to properly perform the cost analysis of the proposal. If the Offeror is unwilling to provide this information in a timely manner, its proposal will be lacking information that is required to properly evaluate the proposal and the proposal may not be selected for award.

Best Value

The Government will conduct the source selection based on the evaluation criteria and ratings listed above. The overall award decision will be based upon a Best Value determination by considering and

comparing factors in addition to cost or price. Funding recommendations depend on various factors and programmatic relevance. Based on the evaluation of the Technical Approach, Relevant Experience, and Cost Reasonableness, the Government reserves the right to negotiate and request changes to any or all parts of the SOW. Offerors will have the opportunity to concur with the requested changes, propose further changes and revise cost proposals, as necessary.

5.5. Evaluation Outcome

Following the evaluation, the Source Selection Authority may:

- 1. Select the proposal (or some portion of the proposal) for award;
- 2. Place the proposal in the Basket if funding currently is unavailable; or
- 3. Reject the proposal (will not be considered for award and will not be placed in the Basket)

As the basis of selections are completed, the Government will forward their selections to the RRPV CMF to notify Offerors. Offerors will be notified of the decision via email from the RRPV CMF of the results of the evaluation. All Offerors will receive feedback on eligible submissions.

5.6. Basket Provision

The electronic "Basket" is an innovative acquisition tool. Proposals rated as Acceptable through Outstanding, but not immediately selected for award, may be placed in the Basket for 2 years and are eligible for award during that time. Proposals rated as Unacceptable will not be placed in the Basket and will not be eligible for future award. If awarding from the Basket, the Government reserves the right to award whichever proposal best meets its needs.

6 Points of Contact

Questions related to this RPP should be directed to Ms. Rebecca Harmon (RRPV-contracts@ati.org)

Once an Offeror has submitted a Proposal, the Government and the RRPV CMF will not discuss evaluation/status until the evaluation results have been provided to the Offerors.

ATTACHMENT 1 – TECHNICAL PROPOSAL TEMPLATE

General Instructions

The Technical Proposal must address the technical requirements described in the RPP in sufficient detail to permit evaluation from a technical perspective in accordance with the evaluation factors set forth in the RPP. The Technical Proposal shall be single-spaced, single-sided, and 8.5 x 11 inches, and 12-point font. Smaller type may be used in figures and tables but must be clearly legible. Margins on all sides (top, bottom, left, and right) should be at least 1 inch. Offerors are strongly encouraged to use pictures and graphics to succinctly represent proposed ideas, organization, etc.

The Technical Proposal shall be limited to <u>30 pages</u> (unless otherwise noted below). Pages in excess of this limitation may not be considered. Offerors are advised that the number of pages should be commensurate with the degree of complexity of the proposed effort. It is expected, and encouraged, that less complex, less expensive proposals will be significantly less than 30 pages in length.

To ensure Technical Proposals receive proper consideration, the Technical Proposal format shown below is mandatory. If there are any items which are not applicable to a specific proposal, include the section topic in the proposal with a short explanation as to why it is not applicable.

- Cover Page*
- 2. RRPV Member Organization Information Sheet*
- 3. Executive Summary & Preferred Capabilities
- 4. Technical Approach
- 5. Current & Pending Support
- 6. Success Criteria*
- 7. Resumes/CV of Key Personnel (each no greater than 3 pages)*

^{*}Excluded from page limitation

1. Technical Proposal Cover Page

[Name of Offeror]
[Address of Offeror]

RPP Number RPP-25-06-DxR2

[Proposal Title]

[Offeror] certifies that, if selected for award, the Offeror will abide by the terms and conditions of the RRPV Base Agreement.

[Offeror] certifies that this Proposal is valid for 180 days from the close of the applicable RPP, unless otherwise stated.

[As detailed in Section 2.4 of the Request for Project Proposals, Offerors are to include a proprietary data disclosure statement/legend if proprietary data is included. Sample: This Proposal includes data that shall not be disclosed outside the RRPV Consortium Management Firm and the Government. It shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than proposal evaluation and agreement administration. The data subject to this restriction is (clearly identify) and contained on pages (insert page numbers).]



2. Member Information Sheet

If an item is not applicable, then that section should be listed as "not applicable."

OFFEROR NAME:	
ALL PLACES OF PERFORMANCE:	
TITLE OF PROPOSED EFFORT:	
UEI # (if applicable):	
CAGE CODE (if applicable):	
SMALL BUSINESS (YES/NO):	5
CONFLICT OF INTEREST (YES/NO):	
TOTAL COST OF PROPOSAL:	
PROPOSED PERIOD OF PERFORMANCE IN MONTHS:	
PREFERRED PAYMENT METHOD (FFP, CPFF, Cost Reimbursable	
(CR), CR/COST SHARE):	
REQUESTED USE OF GOVERNMENT RESOURCES, PROPERTY,	
LABS, ETC. (YES/NO):	
PROPOSED USE OF ANIMAL SUBJECTS (YES/NO):	
THOI 0325 032 01 /HHHM.230532013 (125)110).	
PROPOSED USE OF HUMAN SUBJECT (YES/NO):	
PROPOSED USE OF HUMAN SPECIMEN MATERIAL (YES/NO):	
PROPOSED USE OF HUMAN FETAL TISSUE (YES/NO):	
PROPOSED USE OF LIVE VERTABRATE ANIMALS (YES/NO):	
PROPOSED USE OF SELECT BIOLOGICAL AGENTS OR TOXINS	
(YES/NO):	
CONTRACT/NEGOTIATION CONTACT (NAME, ADDRESS,	
PHONE, EMAIL):	
TECHNICAL/PRINCIPAL INVESTIGATOR CONTACT (NAME,	
ADDRESS, PHONE, EMAIL):	
COGNIZANT RATE AUDIT AGENCY OFFICE (IF KNOWN, INCLUDE	
POC, ADDRESS, PHONE #, E-MAIL):	

3. Executive Summary & Preferred Capabilities

[The Executive Summary allows Offerors to present briefly and concisely present the important aspects of their proposals to evaluators. The summary should present an organized progression of the work to be accomplished, without the technical details, such that the reader can grasp the core concepts of the proposed project.]

[Additionally, this section <u>must address how the Offeror currently satisfies any of the preferred capabilities:</u>]

- 1. Have a minimum of 1 (one) FDA-approved or CE-Marked in vitro diagnostic (IVD) product commercially available.
- 2. Have a current production capacity of >1M tests/annually
- 3. Have US-based manufacturing (21 CFR 820 / ISO 13485)
- 4. Install base >300 domestic placements (applies only to instrument-based products)

4. Technical Approach

[Provide sufficient technical detail and analysis to support the technical solution being proposed for the project. Clearly identify the core of the intended approach. It is not effective simply to address a variety of possible solutions to the technology problems. Include citation to each Deliverable identified in the Statement of Work throughout the Technical Approach (e.g. (1.1)). Provide the following information:]

- 1. Background: [Describe the problem that the proposal is addressing.]
- 2. Approach: [Describe your approach to solving the problem, broken out by Phase as outlined in Section 4 (Technical Requirements) of the RPP. Include relevant background data about your approach. Include the current status of your approach.]
- 3. Objectives: [Specify the objectives of the proposed effort.]
- **4. Past Experience:** [Describe relative corporate and capabilities past experience, as well as the technical and management experience of the proposed team, to perform the proposed work. Past experience should be recent, relevant and similar in size and scope to offeror's proposed effort.]
- **5. Technical Strategy:** [Describe the proposed methodology, including development and manufacturing approach, in sufficient detail to show a clear course of action.]
- **6. Anticipated Outcomes**: [Provide a description of the anticipated outcomes from the proposed work.]
- 7. Technical Maturity and Commercialization Strategy: [Provide a description and justification of the maturity of the proposed technology, anticipated regulatory pathway and commercialization plans. Include high-level information about Intellectual Property/Data Rights Assertions. Describe the planned indication for the product label, if appropriate, and include an outline of the development plan required to support that indication. The application should describe a transition plan (including potential funding and resources) showing how the product will progress to the next clinical trial phase and/or delivery to the market after the successful

- completion of this award.]
- **8. Organizational Conflict of Interest:** [An Organizational Conflict of Interest can occur when an individual or an entity is unable, or potentially unable, to provide impartial advice or service to the Government or separate entity because of other business activities or relationships. Disclose any potential conflict of interest pertaining to this opportunity. If none, state as such.]
- **9. Key Personnel:** [Identify the proposed management and technical personnel for the project using a summary table in the below format. Principal Investigator must be identified].

Key Personnel	Organization	Role and Key Contribution	Level of Effort
Name (Principal Investigator)			%
Name			%
Name			%

[Address the qualifications, capabilities, and experience of the proposed personnel who will be assigned to carry out the project. Ensure resumes/CVs of key personnel are provided in the "Resumes/CVs of Key Personnel" section.]

- **10. Schedule:** [Identify key technical, schedule, and cost risks, their potential impact and mitigation.]
- **11. Offeror Resources**: [Identify any key facilities, equipment and other resources proposed for the effort. Identified facilities, equipment and resources should be available and relevant for the technical solution being proposed.]
- **12. Government Resources**: [Identify any key Government facilities, Government equipment, Government property, etc., that your organization requests to use for the effort.]
- 13. Proposed Cost Share: [If applicable, this section provides technical evaluators with information on any additional cost share proposed by the Offeror. If proposing cost share, identify deliverables that are associated with cost shared resources as well as the technical benefit resulting from this resource.]
- **14. Cost Realism:** [This section provides technical evaluators with high-level cost data in order for them to determine if the costs proposed are realistic as compared to the scope of work proposed. This information must be consistent with the Cost Proposal. The information must be provided in this section of the Technical Proposal. Include the following table as a summary of the costs by cost element.]

Cost Realism Form EXAMPLE

This form is to be completed by Offeror and evaluated by Technical Evaluators. Items in italics are provided as samples only. Offeror must complete table with the applicable information. Add or delete columns/rows as needed.

Cost Element	Total Project Value	Description/Explanation
Labor	\$750,000	3000 hrs of senior scientist; 2500 hours of program management; 1000 of hours of contracts management;
Labor Hours	7,500	1750 hours of scientist
Subcontractors	\$200,000	Sub A - \$25,000; 250 legal advisor hours — each task Sub B - \$25,000; 250 hours of Testing — each task
Subcontractor Hours	2,000	
Consultants	\$40,000	Financial consultant supporting all phases
Consultant Hours	400	
Material/Equipment	\$375,000	pipettes, gloves, computer software – each phase
Other Direct Costs	\$9,000	ship testing materials to lab – each phase
Travel	\$20,000	2 trips for 2 people for 2 days to Washington, DC from Charleston, for program meetings – each task
Indirect Costs	\$278,800	approved by DHHS 30 Sept 23
Fee	\$0	Not applicable if cost share proposed
Total Cost to Government	\$1,672,800	
Cost Share	\$1,160,000	5,000 hours of lab assistant – each task
Total Project Value	\$2,832,800	

5. Current & Pending Support

Current

Award Number:

Title:

Funding Agency/Requiring Activity:

Dates of Funding: Total Direct Costs:

Role: (i.e., Principal Investigator, Co-Investigator, etc.)

Brief summary of the scope of work:

Award Number:

Title:

Funding Agency/Requiring Activity:

Dates of Funding: Total Direct Costs:

Role: (i.e., Principal Investigator, Co-Investigator, etc.)

Brief summary of the scope of work:

[Add additional fields, if needed, to report all current support]

Pending

Title of Proposal:

Funding Agency/Requiring Activity:

Estimated Dates of Funding:

Proposed Total Direct Costs:

Role: (i.e., Principal Investigator, Co-Investigator, etc.)

Brief summary of the scope of work:

Title of Proposal:

Funding Agency/Requiring Activity:

Estimated Dates of Funding:

Proposed Total Direct Costs:

Role: (i.e., Principal Investigator, Co-Investigator, etc.)

Brief summary of the scope of work:

[Add additional fields, if needed, to report all pending support]

6. Success Criteria*

[Please complete the table below for each element listed to provide the Success Criteria and anticipated Due Dates]

Biothreat Test Development Milestone	Deliverable	Success Criteria	Due Date (Month from Award)
Assay Feasibility	Customer and Market Requirements Report		
	Design Input Requirements (DIR) Report		
	Pre-Alpha Study Plan		
	Design Review Report		
Assay Verification	Update Customer and Market Requirements Report		
	Update DIR		
	Assay Optimization Deliverables		
	Mid-Technical Feasibility Design Review & Report		
	FDA Pre-Submission		
	Alpha Study Report		
	Beta Study Protocol		
	Clinical Plan Draft		
	Alpha Study Report		
	Clinical Trial Plan		
	Clinical Trial protocol		
	FDA Pre-Submission		
	Technical Feasibility Design Review Report		
Assay Validation	LoD, Analytical Specificity & Sensitivity studies Deliverable		
vandation	Beta Study Report		
	Process Validation Report		
	Assay Stability Report		
	Clinical report		
	Validation Design Review Report		
	FDA Submission Package		
	Receive 510(k) Clearance		
Manufacturing	Deliver tests in preparation for FDA authorization or		
Activities	clearance and post-clearance monitoring		
Capacity Analysis Study	Study Report		
		ı	1

7. Resumes/CV of Key Personnel*

Include the resumes/CV of key personnel from the Offeror's organization, as well as subcontractors or consultants, who will work on this project if selected. The Principal Investigator must be identified.



ATTACHMENT 2 – COST PROPOSAL TEMPLATE

General Instructions

The objective of the Cost Proposal is to provide sufficient cost information to substantiate that the proposed cost is realistic, reasonable and complete for the proposed work. The Cost Proposal should provide enough information to ensure that a complete and fair evaluation of the reasonableness and realism of cost or price can be conducted and reflect the best estimate of the costs for the project. The Cost Proposal must be consistent with information provided in the Technical Proposal (e.g., costs, cost share, dates). Proposals that deviate substantially from these guidelines or that omit substantial parts or sections may be found non-responsive and may be eliminated from further review and funding consideration.

To ensure Cost Proposals receive proper consideration, it is mandatory that the Cost Proposal include the information below.

Section I: Cost Proposal Narrative

- a. Cover Page
- b. Overview
- c. Cost Information

Section II: Cost Proposal Format

The Cost Proposal Narrative is used to assess various criteria. This section will be used to determine reasonableness, allowability, and allocability of costs. The Cost Proposal Narrative section should provide a more detailed breakdown of the figures that are contained in the Cost Proposal Format. The Cost Proposal Narrative section also should give substantiation and written explanation of proposed costs. Breakdowns should be as accurate and specific as possible. Ensure that any figures presented in this part are consistent with the figures in the Cost Proposal Format.

Separately, the Cost Proposal Format must be provided in Excel, with working formulas to the maximum extent practicable. Optional formats are available on the Members Only website. However, Offerors are encouraged to use their own formats so long as the required level of detail is provided.

1. Cost Proposal Cover Page

[Name of Offeror]
[Address of Offeror]

RPP Number RPP-25-06-DxR2

[Proposal Title]

[Offeror] certifies that, if selected for award, the Offeror will abide by the terms and conditions of the RRPV Base Agreement.

[Offeror] certifies that this Proposal is valid for 180 days from the close of the applicable RPP, unless otherwise stated.

[As detailed in Section 2.4 of the Request for Project Proposals, Offerors are to include a proprietary data disclosure statement/legend if proprietary data is included. Sample: This Proposal includes data that shall not be disclosed outside the RRPV Consortium Management Firm and the Government. It shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than proposal evaluation and agreement administration. The data subject to this restriction is (clearly identify) and contained on pages (insert page numbers).]



2. Cost Proposal Section I: Cost Proposal Narrative Template

1. Cost Proposal Narrative Overview

[The Cost Proposal Narrative must include sufficient information to evaluate the proposed value through cost information. This information is required to properly perform the cost and/or price analysis of a proposal. Proposals without this information cannot be properly evaluated and may be eliminated from selection for award. All Proposals must provide the following information as part of the Cost Proposal Narrative Overview:]

- 1. Overall Approach. [Provide an overall and succinct explanation of how this Proposal is justified.]
- **2. Assumptions.** [Provide any assumptions. Note that assumptions should be limited to cost or pricing. Technical assumptions are better captured in the Statement of Work.]
- 3. Preferred Payment Method. [Identify which of the payment methods is preferred. The methods are (1) Cost Reimbursable Milestones (with ceiling), (2) Cost Reimbursable/Cost Sharing Milestones (with ceiling), (3) Cost Plus Fixed Fee Milestones (with ceiling) and (4) Fixed Price Milestones (with ceiling).]
- **4. Total Cost by Phase Cost Elements.** [Include a list of each phase that is stated in the Statement of Work and its associated total cost by year. The sum of the phases must equal the total listed in the Cost Proposal Formats.]
- 5. Cost Share. [Cost Share includes any costs a reasonable person would incur to carry out (necessary to) proposed project's Statement of Work not directly paid for by the Government. If a proposal includes cost share, then it cannot include fee. Cost Share may be proposed only on cost type agreements. There are two types of cost sharing: Cash Contribution and In-Kind Contribution.

Cash Contribution:

Cash Contribution means the Project Awardee (or Awardees' lower tier subawards) financial resources expended to perform a Project Award. The cash contribution may be derived from the Project Awardee (or Awardees' subawards) funds or outside sources or from nonfederal contract or grant revenues or from profit or fee on a federal procurement contract.

An Offeror's own source of funds may include corporate retained earnings, current or prospective Independent Research and Development (IR&D) funds or any other indirect cost pool allocation. New or concurrent IR&D funds may be utilized as a cash contribution provided those funds identified by the Offeror will be spent on performance of the Statement of Work (SOW) of a Project Award or specific tasks identified within the SOW of a Project Award. Prior IR&D funds will not be considered as part of the Offeror's Cost Share.

Cash contributions include the funds the Offeror will spend for labor (including benefits and direct overhead), materials, new equipment (prorated if appropriate), awardees' subaward efforts expended on the SOW of a Project Award, and restocking the parts and material consumed.

In-Kind Contribution:

In-kind Contribution means the Offeror's non-financial resources expended to perform a Project Award such as wear-and-tear on in-place capital assets like machinery or the prorated value of space used for performance of the Project Award, and the reasonable fair market value (appropriately prorated) of equipment, materials, IP, and other property used in the performance of the SOW of the Project Award.

Prior IR&D funds will not be considered as part of the Consortium Member's cash or In-Kind contributions, except when using the same procedures as those that authorize Pre-Award Costs, nor will fees be considered on cost share.

If cost share is proposed, the following must be provided:

- A description of each cost share item proposed;
- Proposed dollar value of each cost share item proposed; and
- The valuation technique used to derive the cost share amounts (e.g., vendor quote, historical cost, labor hours and labor rates, number of trips, etc.).]

2. Cost Proposal Narrative Cost Data

[The Cost Proposal Narrative must include the following cost categories and details, at a minimum.]

1. Labor Rates. [Portions of labor information may be included in the Cost Proposal Format instead of this Cost Proposal Narrative if more practical. Identify the position title of all personnel, the labor category description, the hourly rate for each individual, and show estimated hours for each labor category proposed. If an approved organizational estimating procedure use average labor rates for specific labor categories, this would be acceptable.

It is recognized that an organization may not be able to identify all of the personnel to be assigned to the project several years in advance. Where this cannot be done, use generic position titles such as "scientist." If direct labor costs include allocated direct costs or other direct costs in accordance with established accounting and estimating practices and systems, identify these costs separately and provide an explanation and basis for proposed costs.

Provide an explanation for any proposed labor escalation.

Offerors are expected to avoid overtime as much as practicable, except when lower overall costs to the Government will result or when it is necessary to meet urgent program needs. If overtime is proposed, provide an explanation as to why.]

2. Salary Rate Limitation. [Payment of the direct salary of an individual at a rate in excess of the Federal Executive Schedule Level is an unallowable cost under the RRPV OTA and shall be addressed in accordance the RRPV Base Agreement.

For purposes of the salary rate limitation, the terms "direct salary," "salary," and "institutional base salary" have the same meaning and are collectively referred to as "direct salary." An individual's direct salary is the annual compensation that the entity pays for an individual's direct effort (costs). Direct salary excludes any income that an individual may be permitted to earn outside of duties to the entity. Direct salary also excludes fringe benefits, overhead, and general and administrative expenses (also referred to as indirect costs or [F&A] costs).

The salary rate limitation does not restrict the salary that an entity may pay an individual, it merely limits the portion of that salary that may be paid with Federal funds.

See the salaries and wages pay tables on the U.S. Office of Personnel Management Web site for Federal Executive Schedule salary levels that apply to the current period. See the RRPV Base Agreement for further details.]

- **3. Fringe Benefits.** [Identify whether or not the proposed labor rates include fringe costs. If so, then identify the percentage rate. If not, then provide a statement to that effect and include the fringe costs in the indirect section instead.]
- 4. Travel. [Portions of travel information may be included in the Cost Proposal Format instead of this Cost Proposal Narrative if more practical. Identify the total travel amount proposed. Provide an estimate of the cost per trip; number of trips; number of days; number of persons; departure city, destination city; approximate travel time frames; and the purpose of the travel. The key is to apply best estimating techniques that are auditable. Include a brief explanation of the methodology used to estimate travel costs. If exact destination is unknown at time of proposal, for pricing purposes use a potential location using best known information. Note that RRPV project awardees are expected to be cost-conscious regarding travel (e.g., using coach rather than first class accommodations and, whenever possible, using Government per diem, or similar regulations, as a guideline for lodging and subsistence costs). If travel is estimated based on an approved methodology, then state as such.]

5. Subcontractors/Consultants. [Portions of subcontractor/consultant information may be included in the Cost Proposal Format instead of this Cost Proposal Narrative if more practical. Provide a list of all subcontractor/consultant and a total cost for each. If a cost and/or price analysis has been performed, provide a copy or summary of results.

Support is required for each subcontractor/consultant as follows:

- If a subcontractor/consultant is based on commercial pricing, provide an explanation of the commerciality determination and supporting documentation (e.g., website pricing, catalog pricing)
- For a subcontractor/consultant less than \$250,000, provide a brief explanation of the work to be performed.
- For a subcontractor/consultant greater than \$250,000 and less than or equal to \$2,000,000, provide a supporting quote and confirmation of compliance with the Salary Rate Limitation.
- If a subcontractor/consultant over \$2,000,000 was competitively solicited, provide the price analysis showing how the price was determined reasonable, summary of competition, and copies of the competitive quotes.
- Absent any of the above, if relying on cost data for a subcontractor/consultant greater than \$2,000,000, a cost-by-cost element breakout must be provided to the same level of detail as the Offeror.]
- 6. Material/Equipment/Other Direct Costs. [Portions of the material/equipment/other direct cost information may be included in the Cost Proposal Format instead of this Cost Proposal Narrative if more practical. Provide an itemized list of the material/equipment/other direct costs, including the itemized unit cost and quantity. Identify the supplier/manufacturer and basis of cost (i.e., vendor quote, catalog pricing data, past purchase orders, etc.) for each item, if known. Additionally, a copy of the basis of cost documentation for each piece of proposed material/equipment/other direct cost with a unit cost greater than or equal to \$25,000; or total cost greater than or equal to \$150,000; must be provided. If material/equipment/other direct cost is estimated based on an approved methodology, then state as such.

If any sort of usage cost is determined by a rate, identify the basis and rational used to derive the rate.

Only in extraordinary circumstances will government funds be used to purchase equipment. Examples of acceptable equipment might include special test equipment, special tooling, or other specialized equipment specific to the research effort. This award is not an assistance agreement/instrument and Offerors should normally have the required equipment to perform.

The value of equipment should be prorated according to the share of total use dedicated to carrying out the proposed work. Include a brief explanation of the prorating methodology used.]

- **7. Indirect Costs.** [Portions of the indirect cost information may be included in the Cost Proposal Format instead of this Cost Proposal Narrative if more practical. Provide an estimate of the total indirect costs, identify each rate used in the proposal, and provide documentation to support the indirect cost rates by one of the below methods.
 - a. Provide a copy of certification from a Federal agency indicating these indirect rates are approved by the Federal agency; or
 - b. Provide a letter from the Offeror's Administrative Contracting Officer, in lieu of a rate certificate, stating these indirect rates are approved by a Federal agency;
 - c. Copy of current forward pricing rate proposal with date proposal was submitted to the Administrative Contracting Officer; or
 - d. Absent Government approved rates, provide detailed supporting data to include (1) indirect rates and all pricing factors that were used; (2) methodology used for determining the rates (e.g., current experience in the organization or the history base used); and, (3) all factors, by year, applied to derive the proposed rates.

Alternately, in lieu of providing indirect rates, if the Offeror can obtain appropriate Government assistance, it may provide a letter from the cognizant Federal audit agency stating that, based upon their review of the Offeror's proposal, the indirect rates used in the proposal are approved by a Federal agency and were applied correctly in this specific proposal. If the Offeror elects to rely on these Government inputs, it is responsible for ensuring any Government agency cooperation is obtained so that the proposal is complete when submitted.]

8. Fee/Profit. [State the fee/profit percentage, if proposed. Fee/Profit is allowable for the effort being conducted when cost share is not being contributed. The fees shall be specific to the individual RRPV project and negotiated on a project-by-project basis.]

3. Cost Proposal Section II: Cost Proposal Format

[The Cost Proposal Format must be provided as a separate Excel document. Offerors are encouraged to use their own Excel cost formats so long as the necessary cost detail is provided. Working formulas should be included to the maximum extent possible. The Cost Proposal Formats provided on the RRPV Members Only Site are *NOT* mandatory.

The Cost Proposal Format section must include a breakout of the total cost proposed by cost element for each year of the program. If required by the RPP, costs must also be broken out by Phase stated in the Statement of Work. The sum of the Phases must equal the total.

Supporting data and justification for labor, equipment/material, team member/subcontractor, consultants, travel, other direct costs, indirect costs, and profit used in developing the cost breakdown also must be included. The Offeror must provide sufficient details to allow a full understanding of and justification for the proposed costs. Offerors must refer to the RPP for a start date for cost estimating purposes.]



Attachment 3 – Statement of Work (SOW) Template

[The SOW developed by the Lead RRPV member organization and included in the proposal (also submitted as a separate document) is intended to be incorporated into a binding agreement if the proposal is selected for award. If no SOW is submitted with the proposal, there may be no award. The proposed SOW shall contain a summary description of the technical methodology as well as the task description, but not in so much detail as to make the contract inflexible. The following is the required format for the SOW.]

Statement of Work

RPP#: (RRPV-25-06-DxR2)

Project Identifier: RRPV-25-06-DxR2-XXX

Project Title:

Member Organization Name:

Member Organization Primary Place of Performance:

- **1.0 Introduction/Background** (To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding.)
- **2.0 Scope/Project Objective** (To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding.)
 - This section includes a statement of what the project covers. This should include the technology area to be investigated, the objectives/goals, and major milestones for the effort.
- **3.0 Requirements** (To be provided initially by the Offeror at the time of proposal submission to be finalized by the Government based on negotiation of Scope/Project Objective).

State the technology objective in the first paragraph and follow with delineated tasks required to meet the overall project goals. The work effort should be segregated into major phases, then tasks and identified in separately numbered paragraphs (similar to the numbered breakdown of these paragraphs). Early phases in which the performance definition is known shall be detailed by subtask with defined work to be performed. Planned incrementally funded phases will require broader, more flexible tasks that are priced up front, and adjusted as required during execution and/or requested by the Government to obtain a technical solution. Tasks will need to track with established adjustable cost or fixed price milestones for payment

schedule. Each major task included in the SOW should be priced separately in the cost proposal. Subtasks need not be priced separately in the cost proposal.

4.0 Deliverables (To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding.)

Results of the technical effort are contractually binding and shall be identified herein. Offerors are advised to read the Base Agreement carefully. Any and all hardware/software to be provided to the Government as a result of this project shall be identified. Deliverables should be submitted in PDF or MS Office format. It must be clear what information will be included in a deliverable either through a descriptive title or elaborating text.

Below are the following minimum deliverables for this RPP:

4.1 Meetings

# Deliverable		Deliverable Description	Reporting Procedures and Due	
#	Deliverable	Deliverable Description	Dates	
4.1.1	Post Award Teleconference	The Performer must complete an initial teleconference after the initiation of the agreement period of performance. 1. Outline activities for the next 30 days 2. Discuss agenda items for the post-award Kickoff Meeting	 Within 5 business days after the initiation of the agreement period of performance pending concurrence by the Agreements Officer Performer must submit agenda and establish a teleconference number at least 3 business days in advance of the teleconference unless notified that BARDA will supply a teleconference number PAR edits/approves and instructs Performer to distribute agenda at least 2 business days prior to meeting Performer submits meeting minutes to PAR within 3 business days after the meeting 	

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
			PAR reviews, comments, and approves minutes within 10 business days
4.1.2	Kickoff Meeting	The Performer must complete a Kickoff meeting after the initiation of the agreement period of performance.	 Within 10 business days after the initiation of the agreement period of performance, pending concurrence by the Agreements Officer Performer must submit agenda and itinerary, if applicable, at least 5 business days in advance of in-person meeting or teleconference PAR edits/approves and instructs Performer to distribute agenda at least 3 business days prior to meeting Performer submits meeting minutes to PAR within 3 business days after the meeting PAR reviews, comments, and approves minutes within 10 business days
4.1.3	Weekly Teleconference	The Performer must participate in teleconferences weekly with BARDA to discuss the technical performance on the agreement. Meeting frequency may be increased or decreased as needed during the course of the project.	 Performer must submit agenda to PAR no later than 2 business days in advance of meeting PAR edits/approves and instructs Performer to distribute agenda prior to meeting Performer must distribute agenda and presentation materials at least 2 calendar days in advance of meeting

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
			 Performer must submit meeting minutes to PAR within 3 business days of the meeting PAR reviews, comments, and approves minutes within 10 business days
4.1.4	Technical, Subgroup, Ad Hoc Teleconference(s)	The Performer must participate in technical, subgroup, or ad hoc teleconferences as needed or upon BARDA request to discuss the technical performance on the agreement. Meeting frequency may be defined as needed during the course of the project.	 Performer must submit agenda to PAR no later than 2 business days in advance of Technical or Subgroup meeting PAR edits/approves and instructs Performer to distribute agenda prior to meeting Performer must distribute agenda and presentation materials at least 24 hours in advance of meeting Performer must submit meeting minutes to PAR within 3 business days of the meeting PAR reviews, comments, and approves minutes within 6 business days
4.1.5	Periodic Review Meetings	At the discretion of the Government, the Performer must hold up to four per year recurring Project Review Meetings, held by teleconference or face-to face either in Washington, D.C. or at work sites of the Performer or sub-performers. Face-to-face meetings shall alternate between Washington, D.C. and Performer, sub-performer sites. The meetings will be used to discuss agreement progress in relation to the Program Management deliverables described in this agreement as well as nonclinical,	 Performer must submit an agenda and itinerary, if applicable, at least 5 business days, and Performer must provide presentation materials at least 3 business days, in advance of the meeting PAR edits/approves and instructs Performer to distribute agenda prior to meeting by at least 3 business days Performer provides meeting minutes to PAR

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		technical, regulatory, and ethical	within 3 business days
		aspects of the program.	after the meeting
			 PAR reviews, comments,
			and approves minutes
			within 10 business days

4.2 Technical Reporting: General

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.2.1	Project Management Plan (PMP)	The Project Management Plan should define the overall plan for how the project will be executed, monitored and controlled and must include a Study Responsibility Assignment Matrix for Performer and sub-performer team(s). The PMP may be a single detailed document or composed of one or more subsidiary planning documents. These additional planning documents provide guidance and direction for specific management, planning, and control activities such as schedule, cost, risk, staffing, change control, communications, quality, procurement, deployment, etc. Each of the subsidiary planning documents should be detailed to the extent required by the specific project.	 Performer must submit a Project Management Plan (PMP) Within 30 calendar days after the initiation of the agreement period of performance Updates should be provided to reflect any key changes and reviewed at least annually.
4.2.2	Gantt Chart/Timeline	The Gantt Chart/Timeline should be detailed to the extent required by the specific project.	 At first project meeting and as updated no later than every 30 calendar days. Provided in pdf.
4.2.3	Communication Plan	The Performer must develop and implement an effective Communication Plan that details the flow of information between	 Performer must submit a Communication Plan Within 30 calendar days after the initiation of the

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		BARDA, Performer, collaborators,	agreement period of
		vendors, and other organizations.	performance
		The Communication Plan must also	 Updates should be
		include a press release review	provided to reflect
		process.	any key changes and
			reviewed at least
			annually.
		Upon request of the Government,	
		the Performer must provide	
		complete responses to ad hoc RFIs.	
		RFIs may address key cost, schedule,	
		and technical updates. Responses	Performer must submit an RFI
	Request for	may be shared with senior	response to BARDA by email
4.2.4	Information (RFI)	Government leaders and should be	within 24 hours after
	Responses	provided on a non-confidential basis	Performer receipt of the RFI.
		unless the response includes	renomier receipt of the Kiri.
		confidential information in which	
		case Performer must provide the	
		response in both confidential and	
		non-confidential formats.	
		The Monthly and Annual Technical	The Performer must submit
		Progress reports must address each	monthly reports on the 15 th day
		of the below items and be cross-	of the month covering the
		referenced to the Work Breakdown	preceding month; Annual Reports
		Structure (WBS), Statement of Work	submitted on the last calendar
		(SOW), Integrated Master Schedule	day of the month after each
		(IMS) – or as applicable.	agreement anniversary. Monthly
		1.An Executive Summary	progress reports are not required
		highlighting the progress,	for the months when the Annual
	Monthly &	issues and relevant	Report(s) are due, and
	Annual Technical	manufacturing, nonclinical,	Monthly/Annual Report(s) are
4.2.5	Progress	regulatory, and publication	not due during a month when the
	Reports/Annual	activities. The Executive	Final Report (final version, not
	Meeting	Summary should highlight	draft) is due (see deliverable
		all critical issues for that	4.2.6 Draft and Final Technical
		reporting period and	Progress Report). The PAR and
		resolution approach; limited	AO will review the monthly
		to 2 pages	reports with the Performer and
		2. Progress in meeting	provide feedback
		agreement milestones	Performer must provide FINAL
		organized by WBS, overall	versions of reports within 10
		project assessment,	business days after receiving
		problems encountered and	BARDA comments/edits

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		recommended solutions.	Performer must provide
		The reports must detail the	notification of designated
		planned and actual progress	safety events to the AO and
		during the period covered,	PAR within 24 hours of being
		explaining any differences	notified of the event
		between the two and the	
		corrective steps	
		3.A three-month rolling	
		forecast of the key planned	
		activities, referencing the	
		WBS/IMS	
		4.A tracking log of progress on	
		regulatory submissions with	
		the FDA number,	
		description of submission,	
		date of submission, status	
		of submission, and next steps	
		5.Estimated and Actual	
		Expenses	
		 This report must also contain a 	
		narrative or table detailing	
		whether there is a significant	
		discrepancy (>10%) at this time	
		between the % of work	
		completed and the cumulative	
		costs incurred to date. Monthly	
		and actual expenses should be	
		broken down to the	
		appropriate WBS level. This	
		section of the report should	
		also contain estimates for the	
		Subperformer expenses from	
		the previous month if the	
		Subperformer did not submit a	
		bill in the previous month. If	
		the Subperformer(s) was not	
		working or did not incur any	
		costs in the previous month,	
		then a statement to this effect	
		should be included in this	
		report for those respective	
		Subperformers. If the PAR and	

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
#	Deliverable	AO are satisfied that the Performer's reporting is sufficient to convey this information, this section may be waived. 6. Publication activities and progress for any manuscript, scientific meeting abstract, poster, presentation, and other public-facing material or information containing data generated under this agreement A draft Final Technical Progress Report must contain a summation of the work performed and the results obtained over the entire agreement. This report must be in sufficient detail to fully describe the progress achieved under all	Reporting Procedures and Due Dates
4.2.6	Draft and Final Technical Progress Report	milestones. Report must contain a timeline of originally planned and baselined activities and milestones overlaid with actual progress attained during the agreement. Descriptions and rationale for activities and milestones that were not completed as planned should be provided. The draft report must be duly marked as 'Draft.' The Final Technical Progress Report incorporating feedback received from BARDA and containing a summation of the work performed and the results obtained for the entire agreement PoP. The final report must document the results of the entire agreement. The final report must be duly marked as 'Final'. A cover letter with the report will contain a summary (not to exceed 200 words) of salient results	 The Performer must submit the Draft Final Technical Progress Report 75 calendar days before the end of the PoP and the Final Technical Progress Report on or before the completion date of the PoP PAR will provide feedback on draft report within 21 calendar days of receipt, which the Performer must consider incorporating into the Final Report

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		achieved during the performance of	
		the agreement.	

4.3 Technical Reporting: Manufacturing

Technical Reporting: Manufacturing				
recrinical	neporting: iviani			
		The Performer must develop and		
		submit within 30 calendar days after		
		the initiation of the agreement period		
		of performance, a comprehensive		
		Supply Chain Resiliency Program that		
		provides identification and reporting of		
		critical components associated with all		
		components, hardware, reagents,		
		supplies, and work-in-process through		
		to finished goods.		
		a. A critical component is defined		
		as any material that is essential	Due within 30 calendar days after the	
		to the product or the	initiation of the agreement period of	
		manufacturing process	performance	
		associated with that product.	periormanec	
	Supply Chain	Included in the definition are	Reports for critical items must be	
1 4 3 1	Resiliency Plan	consumables and disposables	provided within ten (10) calendar days	
ľ	tesineriey i iaii	associated with manufacturing.	after AO issues the request. The	
		NOT included in the definition	Performer may arrange for additional	
		are facility and capital	time if deemed necessary, and agreed	
		equipment.	to by the AO.	
		Consideration of critical components		
		includes the evaluation and potential		
		impact of raw materials, excipients,		
		active ingredients, substances, pieces,		
		parts, software, firmware, labeling,		
		assembly, testing, analytical and		
		environmental componentry, reagents,		
		or utility materials which are used in		
		the manufacturing of a product, cell		
		banks, seed stocks, devices and key		
		processing components and		
		equipment. A clear example of a critical		

component is one where a sole supplier is utilized.

The performer must identify key equipment suppliers, their locations, local resources, and the associated control processes at the time of award. This document must address planning and scheduling for the necessary components, upstream, downstream, component assembly, finished product and delivery events as necessary for the delivery of product.

- a. Communication for these requirements must be updated as part of an annual review, or as necessary, as part of regular communications.
- b. For hardware components, all electronics, fabrication, ingredients, and other materials must be addressed. For finished goods, the inspection, labeling, packaging, and associated machinery must be addressed taking into account capacity capabilities.
- c. The focus on the aspects of resiliency must be on critical components and aspects of complying with the agreement delivery schedule. Delivery methods must be addressed, inclusive of items that are foreign-sourced, both high and low volume, which would significantly affect throughput and adherence to the agreed deliveries.

The performer must articulate in the plan, the methodology for inventory control, production planning, scheduling processes and ordering

		mechanisms, as part of those agreed
		deliveries.
		a. Production rates and lead times
		must be understood and
		communicated to the
		Agreements Officer (AO) or the
		Agreements Officer's
		Representative (PAR) as
		necessary.
		b. Production throughput critical
		constraints must be well
		understood by activity and by
		design, and communicated to
		agreement personnel. As
		necessary, communication
		should focus on identification,
		exploitation, elevation, and
		secondary constraints of
		throughput, as appropriate.
		Reports for critical items must include
		the following information:
		a. Critical Material
		b. Vendor
		c. Supplier, Manufacturing /
		Distribution Location
		d. Supplier Lead Time
		e. Shelf Life
		f. Transportation / Shipping
		restrictions
		The AO and PAR reserve the right to
_		request un-redacted copies of technical
		documents, during the period of
		performance, for distribution within the
		Government.
		Using a BARDA-supplied template, the • Performer must submit Work
	Danfarre	Performer must submit detailed data Locations Report:
4.3.2	Performer	regarding locations where work will be Within 5 husiness days after the
	Locations	performed under this agreement, initiation of the agreement
		including addresses, points of contact, period of performance
		and work performed per location, to

	1	include out portorness and suities!		Within 20 husings days of
		include sub-performer and critical	0	Within 30 business days after a
		vendors of reagents and supplies.		substantive location or
				capabilities change
		Performers must include vendors for	0	Within 2 business days of a
		critical infrastructure protection.		substantive change if the work
				performed supports medical
				countermeasure development
				that addresses a threat that has
				been declared a Public Health
				Emergency by the HHS
				Secretary or a Public Health
				Emergency of International
				Concern (PHEIC) by the WHO
		Performer must develop a Pandemic		
	Pandemic/Public	Facility and Operational Management		
	Health	Plan, including change procedures from		
	Emergency	normal to pandemic operations and		mer must submit Pandemic
4.3.3	Facility and	continuity of operations in the event of	Manag	gement Plan:
	Operational	a declared pandemic emergency.	•	Draft within 15 days of award
	Management	Performer must identify critical		Final within 30 days of award
	Plan	infrastructure.		
	Fidii	illitastructure.		
			•	Performer must submit a
				Product Development Source
		The Performer must submit detailed		Material Report
		data regarding critical project materials,	0	Within 30 calendar days after
		materials sourced from a location other		the initiation of the agreement
		than the United States, sources, and		period of performance
		manufacturing sites, including but not		
		limited to: Bill of Materials (BOM),	0	Within 30 calendar days of
		physical locations of sources of raw and		changes made to sources
	Product	processed material by type of material;		and/or materials
	Development	location and nature of work performed	0	On the 6 th month agreement
4.3.4		at manufacturing, processing, and		anniversary.
	Report	fill/finish sites; and location and nature	•	The Government will provide
		of nonclinical The BOM submitted must		written comments to the
		include at minimum the manufacturer		Product Development Source
		part and/or lot numbers, part names,		Material and Manufacturing
		descriptions, unit(s) of measure,		Report within 15 business days
		procurement type (e.g., off-the shelf,		after the submission
		manufactured according to		arter the submission
		specification), consumables. The BOM		If corrective action is
		must include the quantity required per	•	If corrective action is
		production run and a schedule for		recommended, Performer must
		ļ	L	

	consumable procurement and	address all concerns raised by
	production.	BARDA in writing
	In the event of a Public Health	 The Performer must submit
	Emergency, HHS may require daily	Product Development and
	reporting of manufacturing campaigns	Source Material report via
	during response operations. BARDA	spreadsheet.
	may provide a table in tabular format	
	for Performer to be used to submit	
	such data which would include but not	
	be limited to the following:	
	 Manufacturing locations 	
	 Seed development or other 	
	starting material	
	manufacturing	
	 Critical materials, consumables, 	
	and components	
	 Storage/inventory of starting 	
	materials	
		 Performer must update the
	The Contractor must submit detailed	manufacturing data at
	data regarding manufacturing and	minimum weekly during
	manufacturing finished product	manufacturing campaigns and
	projections/actuals, including product	daily during response
	for clinical study use.	operations (i.e., where a Public
		Health Emergency has been
	BARDA may provide a table in tabular	declared) with the first
	format for Performer to be used to	deliverable submission within
Manufactu	submit such data which would include	15 days of award. Updates must
4.3.5 Reports an	but not be limited to the following:	be provided weekly in advance
Projections	Storage/inventory of	of commercial-scale
	consumable materials (e.g.,	manufacturing and daily once
	reagents, primer, batteries,	material for use in response
	swabs, etc.)	operations begins
	Shipment of ancillary materials	manufacture.
	(e.g., reagents, primer,	
	batteries, swabs, etc.)	Dose Tracking must be
	Disposal of ancillary materials	completed via spreadsheet or
	(e.g., reagents, primer,	other format (e.g., XML or
	batteries, swabs, etc.)	JSON) as agreed to by USG and
	Starting or raw material for	Performer.
	manufacturing	

		 Manufacturing production 	
		projections	
		 Production of finished and 	
		packaged devices	
		Storage/inventory of starting	
		materials, consumable	
		materials and finished product	
		Stability information of all	
		components including reagents	
		and biological material (if any)	
		Shipment of components or	
		final finished product	
		Disposal of components or	
		finished product	
		imished product	
		In the event of a Public Health	
		Emergency, HHS may require daily	
		reporting of manufacturing campaigns	
		during response operations.	
		In the event of a large scale	
		In the event of a <u>large-scale</u> manufacturing campaign, the	 Performer must submit
		Performer must provide Manufacturing	Manufacturing Reports at least
		Campaign Reports to BARDA as	15 business days prior to FDA
		described under 4.3.5 Manufacturing	submission in an agreed-upon
		Reports and Projections. The	electronic format.
		Manufacturing Campaign Reports	
		should include lot history, major	The Government will provide
		deviations, PPQ reports, CoAs, batch	written comments to the
		reports, storage location, purity,	manufacturing report within 15
		potency, yield.	business days after the
	Manufacturing	potenty) yield.	submission
4.3.6	Campaign	If Manufacturing Campaign Reports are	
	Reports	provided to FDA, the Performer must	If corrective action is
		provide Reports to BARDA for review	recommended, Performer must
		and comment prior to submission to	address, in writing, the
		FDA.	concerns raised by BARDA.
		The PAR and AO reserve the right to	Performer must revise the
		request within the Period of	reports to address BARDA's
		Performance (PoP) a non- proprietary	concerns and/or
		Manufacturing Campaign Report for	recommendations prior to FDA submission.
		distribution within the USG.	SUUIIIISSIUII.

		The Performer must submit Final FDA submission to BARDA concurrently or no later than 1 business day after submission to the FDA.
Supply Chain and Distributio Tracking ⁴	Distribution Concept of Operations. BARDA, CDC, and MCM Manufacturers play an important role in the distribution of medical countermeasures to the American people under a nationwide response. BARDA will work with the manufacturer to monitor what is in the manufacturing pipeline. BARDA will relay final medical technology product specifications as it is being released to the CDC for allocation and ordering by the jurisdiction public health departments. This information will be returned to BARDA as CDC replenishment orders (CDC Purchase Order, PO) on a daily basis with shipping instructions on where to send final product. Order quantity will be determined by the USG based on need. Order quantity may not be limited to lot-sized shipments or pallet-sized shipments. Manufacturers will use the PO information to ship final product as bulk shipments to designated distribution centers for final distribution centers for final distribution to end users and end user networks. BARDA will provide the Performer with a list of distribution centers and contact information prior to the start of a distribution campaign.	detailed timelines between PO receipt and delivery of final medical technology product at the distribution center. Upon USG request, Performer must support expedited shipments. Ultracold storage conditions should be planned to be direct-shipped to end users from the manufacturer. • Provide Points of Contact information (name, title, phone,

		MSDS / Specification Sheet
		Health Distribution Alliance
		(HDA) Form
		Primary Container Information
		Quantity Unit of Sale per pallet
		 Quantity cartons per pallet
		Pallet dimensions, fully loaded
		with finished product (H, W, L)
		 Storage Requirements
		Stability Information
		The Performer must deliver
		commercial lots with a
		minimum of X months of
		associated stability data.
		The Performer must obtain
		concurrence on planned
		shipment protocols prior to
		transport
	'()'	Send electronic/scanned copies
		of all bulk shipment related
		documents to the PAR for
		three-way matching on the day
		shipment occurs.
	Performer must include the following	
	data elements on the packing lists sent	
	with all bulk shipments to centralized	
	depots:	
	• Transaction Information (TI),	
	Transaction History (TH),	
	Transaction Statement (TS)	
4.3.8 Packing List	CDC Purchase Order (PO)	
	number (which BARDA will	
	provide at the time the bulk	
	order is submitted)	
	Agreement number	
	Copy of the MSDS (with QR	
	code) in the packing list	
	envelope	

		Performer must transmit bulk shipment ASNs to CDC via Electronic Data	Cond EDLOCC Advanced Chiameent
4	Advance	Interchange (FDI)	Notice for all products shipped to a USG directed location. CDC will provide EDI
		Rationale: Required for receiving at	mapping specifications that include the CDC generated PO number

4.4 Technical Reporting: Nonclinical and/or Analytical Studies

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.4.1	Draft and Final Nonclinical and Analytical Study Report(s)	Performer must provide Draft and Final Nonclinical Study Reports and/or Draft and Final Analytical Study Reports to BARDA for review and comment.	 Draft report due within 45 calendar days after completion of analysis and at least 15 business days prior to submission to FDA The Performer must submit Subperformer-prepared reports received by the Performer to the PAR and AO for review and comment no later than 5 business days after receipt by Performer The Government will provide written comments to the Draft Report for Nonclinical Study Reports and/or Analytical Study Report within 15 business days after the submission Final report due 30 calendar days after receiving comments on the Draft Report; If corrective action is recommended, Performer must address all concerns raised by BARDA in writing Performer must consider revising reports to address BARDA's recommendations prior to FDA submission
4.4.2	Nonclinical and Analytical Study Protocols	The Performer must submit draft and final nonclinical and/or analytical study protocols to AO and PAR.	The Performer must submit Draft nonclinical study protocols to PAR electronically prior to finalization. O BARDA will provide comments within 10 business days of receipt of draft protocol

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
			 Performer must respond in writing to BARDA comments and recommendations within 10 business days of receipt and must be addressed prior to finalization of protocol. PAR must approve the final protocol The Performer must submit Final nonclinical study protocols to PAR electronically no later than 10 business days prior to FDA submission.
4.4.3	Nonclinical Study Final Data Submission Package	BARDA must have access to methods. BARDA must have unlimited rights to all nonclinical-related protocols, data generated from the execution of these protocols, and final reports, funded by BARDA under this agreement. At BARDA's request, the Performer must provide any nonclinical-related agreement deliverable without any restrictive legends to ensure BARDA has the ability to review and distribute the nonclinical-related deliverables, as BARDA deems necessary.	Performer must submit at least 15 business days prior to agreement end date. Partial datasets may also be requested for delivery prior to submission of the Final Data Submission Package.

4.5 Technical Reporting: Clinical Studies and/or Trials

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.5.1	Clinical Study/Trial Protocols	The Performer must submit draft and final clinical protocols to AO and PAR.	The Performer must submit Draft study protocols to PAR electronically prior to finalization. O BARDA will provide comments within 10 business days of receipt of draft protocol

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
			 Performer must respond in writing to BARDA comments and recommendations within 10 business days of receipt and must be addressed prior to finalization of protocol. PAR must approve the final protocol. The Performer must submit Final study protocols to PAR electronically no later than 10 business days prior to FDA submission.
4.5.2	Clinical Study/Trial Documentation	The Performer must provide the following documents for any portion of a study funded under this agreement: Investigational Product Accountability Plan Study Supplies Procurement Plan Site selection questionnaire Overall Recruitment and Retention plan Informed Consent Form (ICF) template eConsent Data Management Plan Data Validation/Quality Plan Statistical Analysis Plan Sample/Specimen Management Plan	 The Performer must submit Draft study documents to PAR electronically prior to finalization. BARDA will provide comments within 10 business days of receipt of draft document Performer must respond in writing to BARDA comments and recommendations prior to finalization of protocol. The Performer must submit Final study documents to PAR electronically no later than 10 business days prior to FDA submission. Performer must submit draft Statistical Analysis Plan no later than 20 business days after protocol is finalized.

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		Diversity inclusion	The final Statistical
		plan to enroll	Analysis Plan must be
		based on US	submitted 5 business
		demographic	days prior to study
		based on most	database unblinding.
		recent census	Performer must
		Investigator	submit final version
		Brochure	Investigational
		eCRF	Product and Clinical
		 Community 	Supplies
		engagement	Management Plan at
		materials, posters,	least 6 weeks prior to
		media	investigational
		advertisements,	product shipments to
		animations,	clinical sites.
		graphics, etc.	Performer must
		Clinical Trial	retain the capability
		Agreements	to procure, ship,
		 Monitoring Plan 	deliver, install, and
		 Safety Monitoring 	train on the use of all
		Plan (processes to	required supplies,
		provide 24-7	including, but not limited to,
		pharmacovigilance	documents, files, and
		and safety	equipment.
		monitoring)	Final TLFs must be
		SAE Reconciliation	submitted to the PAR
		SOP (if safety	3 weeks after
		database separate	database lock.
		from clinical	database lock.
		database)	
		Processes to	
		manage and	
		support an independent	
		DSMB	
		DSMB Charter	
		 DSMB template reports and DSMB 	
		•	
		reports • Draft and Final	
		Tables, Listings,	
		and Figures (TLFs), ad hoc TLFs	
		ad noc iles	

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		 Plan for notifying participants of his/her treatment assignment Essential Regulatory Documents that demonstrate compliance with the standards of ICH E6 (R2) Good Clinical Practice and with all applicable regulatory requirements Pharmacy Manual The Performer must make arrangements for up to four (4) BARDA representative(s) to be present during clinical site monitoring visits. 	
4.5.3	Draft and Final Clinical Study/Trial Report(s)	Performer must provide Draft and Final Clinical Study/Trial Reports to BARDA for review and comment.	 Draft report due within 45 calendar days after completion of analysis and at least 15 business days prior to submission to FDA The Performer must submit Subperformer-prepared reports received by the Performer to the PAR and AO for review and comment no later than 5 business days after receipt by Performer The Government will provide written comments to the Draft Report for Clinical Study Reports within 15 business days after the submission Final report due 30 calendar days after receiving comments

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
			on the Draft Final Report for Clinical Trial; If corrective action is recommended, Performer must address all concerns raised by BARDA in writing • Performer must consider revising reports to address BARDA's recommendations prior to FDA submission
4.5.4	Project-Specific First Site Activated for First Subject First Visit	Performer should have all prestudy planning complete and be ready to enroll subjects.	 Within five days of IRB approval
4.5.5	Clinical Report During Active Enrollment Periods ¹	The Performer must submit daily the data specs in the attached document during active clinical trial enrollment. Clinical Report submission must be by electronic transfer, e.g., from Performer Electronic Data Capture (EDC) system/Interactive Voice Response System (IVRS) to USG.	Performer must submit, in a format and to a location agreed to by BARDA, data specs on a daily basis starting when first subject is enrolled and ending when last subject is enrolled.
4.5.6	Access to Electronic Systems Used in Trial Conduct	The Performer must provide access to systems used in trial conduct.	 Due within 20 calendar days of PAR request, no later than ten calendar days prior to first site activated
4.5.7	Specimen Collection for Future Use	The sample types, timepoints, volume collected, and collection, transfer, and storage procedures must be conducted as defined by the AO or PAR and must be defined in the study protocol. These samples and associated clinical data (metadata) must be transferred to a BARDA-managed repository according to a schedule to be determined by the AO or PAR.	 Performer must provide weekly specimen inventory reports during the course of the clinical trial. Specimens and associated clinical data must be transferred to BARDA upon request from the AO or PAR according to a schedule to be determined by the AO or PAR.

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		The Performer must remove any	
		personal identifying	
		information (PII) from the samples	
		and assign each with a unique	
		subject identification number	
		before transferring to BARDA. The	
		Performer must provide a	
		specimen disposition report prior	
		to transferring the material to the	
		repository. Testing on samples can	
		include but will not be limited to in	
		vitro biochemical, biophysical, and	
		cell-based assays. BARDA will	
		establish a Deliverables Table,	
		Technology Transfer and Evaluation	
		Agreement (TTEA) and Data	
		Distribution Agreement (DDA)	
		with appropriate partners as	
		applicable	
		(i.e., manufacturer, repository,	
		testing labs, data analysis services),	
		necessary to secure execution,	
		timelines, materials and preserve	
		intellectual property.	
		BARDA must have unlimited rights	
		to all clinical-related protocols, data	
		generated from the execution of	
		these protocols, and final reports,	
		funded by BARDA under this	
		agreement.	Performer must submit the
		At BARDA's request, the Performer	
		must provide any clinical-related	Clinical Study/Trial Final Study
	Clinical	agreement deliverable without any	Package at least 15 business days prior to agreement end
4.5.8	Study/Trial Final	restrictive legends to ensure	,
	Study Package	BARDA has the ability to review and	date. Partial datasets may also
		distribute the clinical-related	be requested for delivery prior to submission of the Final
		deliverables, as BARDA deems	
		necessary.	Data Submission Package.
		If clinical study/trial data is	
		included, that data must be	
		provided consistent with applicable	
		privacy laws to protect personally	
		identifiable information (PII).	

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.5.9	Data Exchange Package(s) Submitted to Regulatory Agency(s)	As part of Final or Draft Submission Package(s), upon BARDA request, and also as part of deliverables, the Performer must provide raw data, Tabulation Data (e.g., CDISC-compliant SDTM SAS XPT datasets), Analysis Datasets (e.g., CDISC-compliant ADaM SAS XPT datasets), and any additional documents including but not limited to Reviewer's Guide (PDF), SDTM annotated CRF(s) (PDF), and data definition file(s) (XML) to BARDA. Other data exchange standards or file formats might be used if discussed with and agreed by BARDA. The Performer must provide the software programs (e.g., SAS programs, R programs) used to create any ADaM datasets and generate tables and figures associated with all analyses, including primary and secondary efficacy analyses. List of abbreviations: XPT = SAS Transport Format (XPORT) Version 5; PDF = Portable Document Format; XML = Extensible Mark-up Language; CDISC = Clinical Data Interchange Standards Consortium	Performer must provide the Technical Documents and/or datasets within 20 business days of request from the AO or PAR
4.5.10	Clinical Trial Datasets	Performer must make clinical trial datasets publicly available.	Performer must post clinical trial datasets on a web-based platform easily accessible by the public: o 3 months from any interim analysis supporting any action (e.g., regulatory filing, protocol change), if applicable o 3 months from primary analysis o 3 months from final analysis

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.5.11	Additional Data Package(s)	Upon request, the Performer must provide raw data, tabulation Data and/or analysis data in a BARDA-agreed upon format and supporting documents that might be including but not limit to the list of files in package, technical specification documents, data analysis programs. Data exchange standards and file formats must be discussed and agreed upon with BARDA.	Performer must provide the data package(s) within 20 business days of request from the AO or PAR

4.6 Quality Assurance

#	Deliverable Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.6.1	Quality Management Plan (QMP)	Performer must develop an overall project Quality Management Plan to include a description of all quality activities and personnel involved in ensuring all activities are conducted and data are maintained under cGXP (where relevant) and ISO standards for relevant Medical Technologies (e.g. IVD and/or IDE), and all products are managed to ensure that all regulatory requirements are met. All quality management plans must include Subperformer quality management plans specifically addressing how Subperformer quality will managed. All Subperformers must have a current quality agreement with the Performer and a recent vendor qualification audit.	Performer must submit a Quality Management Plan Within 30 calendar days after the initiation of the agreement period of performance On the 6 th month agreement anniversary to include any updates.
4.6.2	BARDA Audit	Performer must accommodate periodic or ad hoc site visits, auditing, inspection and review of release documents, test	 If issues are identified during the audit, Performer must submit a report to BARDA detailing the finding and corrective action(s)

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		results, equipment and	within 10 business days of the
		facilities when requested by	audit
		HHS. If BARDA, the Performer,	 PAR and AO will review the report
		or other parties identify any	and provide a response to the
		issues during an audit, the	Performer with 10 business days
		Performer must capture the	 Once corrective action is
		issues, identify potential	completed, the Performer will
		solutions and submit a report	provide a final report to BARDA
		to BARDA detailing the finding	
		and corrective action(s).	
		HHS reserves the right to	
		conduct an audit, either by HHS	
		and/or HHS designee(s), of the	
		facilities used under this	
		agreement and all records	
		related to the manufacture,	
		testing (including but not	
		limited to analytical testing,	
		nonclinical study), and storage	
		of the product.	
		In the event of an FDA	
		inspection that occurs in	Performer must notify AO and PAR
		relation to this agreement and	within 10 business days of the
		for the product, or for any	scheduling of a scheduled FDA
		other FDA inspection that has	inspection/site visit or within 24
		the reasonable potential to	hours after inspection/site visit if
		impact the performance of this	the FDA does not provide
		agreement, including, but not	advanced notice
		limited to manufacturing	Performer must provide copies of
		facilities, the Performer must	any FDA inspection report
4.6.0	FDA	provide the USG with an exact	received from Subperformers that
4.6.3	Inspections/Site	copy (non-redacted) of the FDA	occur as a result of this agreement
	visits	Form 483 or summary and the	or for this product within 1
		Establishment Inspection	business day of receiving
		Report (EIR). The Performer	correspondence from the FDA, a
		must provide the PAR and AO	Subperformer, or third party
		with copies of the plan and FDA	Within 10 business days of
		submissions for addressing areas of non-conformance to	inspection report, Performer must
			provide AO with a plan for
		FDA regulations for GLP, GMP, or GCP guidelines as identified	addressing areas of
		in the inspection report, status	nonconformance, if any are
		updates during the plan's	identified
		upuates during the plan's	

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		execution and a copy of all final	
		responses to the FDA. The	
		Performer must also provide	
		redacted copies of any FDA	
		inspection reports received	
		from Subperformers that occur	
		as a result of this agreement or	
		for this product.	
		The Performer must make	
		arrangements for up to four (4)	
		BARDA representative(s) to be	
		present during the opening,	
		any daily debriefs, and the final	
		debrief by the regulatory	
		inspector.	
		BARDA reserves the right to	
		participate in QA audits	
		performed by the Performer.	
		Upon completion of the	Performer must notify AO and PAR
		audit/site visit the Performer	a minimum of 10 business days in
		must provide a report	advance of upcoming, audits/site
		capturing the findings, results	visits of Subperformers
		and next steps in proceeding	Performer must notify the PAR and
		with the Subperformer. If	AO within 5 business days of
		action is requested of the	report completion and provide
		Subperformer, detailed	Draft Report.
		concerns for addressing areas	 PAR and AO will review the report
	Quality Assurance	of non-conformance to FDA	and provide a response to the
4.6.4	Audits and	regulations for GLP, GMP, ISO,	Performer with 10 business days
1.0.1	Subperformer	or GCP guidelines, as identified	before audit can be finalized.
	Monitoring Visits	in the audit report, must be	 Performer must provide a final
		provided to BARDA. The	audit report and corrective and
		Performer must provide	preventive actions (CAPAs) to
		responses from the	address all findings in the report.
		Subperformers to address	 Performer must provide a final
		these concerns and plans for	closeout report that all CAPAs
		corrective action.	were addressed to PAR and AO
		The Performer must allow for	 Performer must notify BARDA
		up to four (4) USG	within 24 hours of any critical
		representative(s) to be present	and/or major findings
		during the audit as necessary	
		for appropriate oversight,	
		including manufacturing	

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		person in plant, at nonclinical sites, CROs, and any other vendor involved in the conduct of the nonclinical study under agreement.	A Draft is due within 45 calendar
4.6.5	Risk Management Plan (RMP)	The Performer must provide an RMP that outlines the impacts of each risk in relation to the cost, schedule, and performance objectives. The plan must include risk mitigation strategies. Each risk mitigation strategy will capture how the corrective action will reduce impacts on cost, schedule, and performance.	days after the initiation of the agreement period of performance; updates to the RMP are due concurrent with Monthly Technical Progress Reports, but may be communicated more frequently. The Performer may choose to notify the government up to two times every three months if there are no changes from the prior submission, and not submit an update BARDA will provide Performer with a list of concerns in response plan submitted Performer must address, in writing, all concerns raised by BARDA within 20 business days of Performer's receipt of BARDA's concerns The Performer must submit updates at minimum of every three months.
4.6.6	Integrated Master Schedule (IMS)	The Performer must provide an IMS that illustrates project tasks, dependencies, durations throughout the period of performance, and milestones (GO/NO-GO). The IMS must map to the WBS, and provide baseline, and actual or forecast dates for completion of tasks.	 The Performer must submit the IMS in both PDF and an agreed-upon electronic format (e.g., Microsoft Project) to the PAR The first Draft of the IMS is due within 30 business days after the initiation of the agreement period of performance The Government will request revisions within 10 business days, at which point the schedule baseline for the period of performance will be set

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
			 Thereafter an updated IMS is due concurrent with Monthly Technical Progress Reports During a declared Public Health Emergency, the Performer must submit the IMS within 10 business days after the initiation of the agreement period of performance, updates are due weekly, and any significant change (i.e., a change which would impact the schedule by greater than one week) must be reported immediately to the PAR and/or designee.
4.6.7	Deviation Notification and Mitigation Strategy	Process for changing IMS activities associated with cost and schedule as baselined. Performer must notify BARDA of significant proposed changes the IMS defined as increases in cost above 5% or schedule slippage of more than 30 days, which would require a PoP extension. Performer must provide a high-level management strategy for risk mitigation.	The Performer must submit Deviation Notification and Mitigation Strategy at least 10 business days prior to the Performer anticipating the need to implement changes
4.6.8	Incident Report	Performer must communicate to BARDA and document all critical programmatic concerns, issues, or probable risks that have or are likely to significantly impact project schedule and/or cost and/or performance. "Significant" is defined as a 10% or greater cost or schedule variance within a control account, but should be confirmed in consultation with the PAR. Incidents that present liability	 Due within 48 hours of activity or incident or within 24 hours for a security activity or incident Email or telephone with written follow-up to PAR and AO Additional updates due to PAR and AO within 48 hours of additional developments Performer must submit within 5 business days a Corrective Action Plan (if deemed necessary by either party) to address any potential issues If corrective action is deemed necessary, Performer must

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		to the project even without	address in writing, its
		cost/schedule impact.	consideration of concerns raised
			by BARDA within 5 business days
			of receiving such concerns

4.7 Advanced R&D Products

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.7.1	Technical Documents	Upon request, Performer must provide AO and PAR with deliverables from the following activities: quality agreements between Performers and subperformer, process Development Reports, Assay Qualification Plan/Report, Assay Validation Plan/Report, Assay Technology Transfer Report, Batch Records, SOPs, Master Production Records, Certificate of Analysis. The AO and PAR reserve the right to request within the PoP a non-proprietary technical document for distribution within the Government.	 Performer must provide technical document within 10 business days of AO or PAR request. Performer can request additional time on an as needed basis If corrective action is recommended, the Performer must address, in writing, concerns raised by BARDA in writing
4.7.2	Publications	The Performer must submit any manuscript, scientific meeting abstract, poster, presentation, and any other public-facing material or information disseminated outside the purview of other deliverables, containing data generated under this agreement, to	 Performer must submit all manuscript or scientific meeting abstracts to PAR and AO prior to submission/presentation by 30 business days for manuscripts and 15 business days for abstracts, posters, or any other material Performer must address in writing all concerns raised by BARDA in writing Final submissions must be submitted to BARDA concurrently or no later than within one (1) calendar day of its submission

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		BARDA for review prior	Performer must list all publication material
		to submission.	in the Monthly Technical Progress
		Acknowledgment of	Report
		BARDA funding must be	
		included as noted in	
		agreement article 11.	
		The Performer and	
		Government are	
		committed to	
		transparent and timely	
		publication of nonclinical	
		data to ensure rapid	
		distribution of	
		information, particularly	
		during a Public Health	
		Emergency.	
		Within 90 days of the of	
		study end date [audited	Performer must notify AO within 30
		or quality-controlled	calendar days of study end date [audited
		draft final report	or quality-controlled draft final report
		prepared and reviewed	prepared and submitted for
		by the Government] for	Government review] if they plan not to
	Performer Nonclinical	studies funded in part or	publish data.
	Publication Timeline	whole under this	Within 10 calendar days of a request for
4.7.3	and USG Right to	agreement and	nonclinical data from the AO, the
	Publish Data	consistent with Good	Performer must provide AO with
		Publication Practices,	requested data, information and
		Sponsor must submit	materials in the form(s) requested by
		nonclinical study data for	the government, to support the
		publication to a peer	government publication of the
		reviewed journal.	nonclinical trial data funded in part or
		If the Performer does not	whole under this agreement
		elect to publish data,	
		Performer must provide	
		AO and PAR with	
		nonclinical data to	
		support the government	
		publication of data as	
		deemed appropriate by	
		the government, without	
		the Performer	
		involvement. The	
		government reserves the	

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		right to publish a	
		counter-analysis of the	
		data.	

4.8 Regulatory Deliverables

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.8.1	Regulatory Strategy/Plan	The Performer must provide a Regulatory Plan that outlines the regulatory strategy for the product. The plan must include information leading to commercialization readiness.	 The Performer must submit a Draft within 45 calendar days after the initiation of the agreement period of performance; updates to the Regulatory Strategy/Plan must be submitted concurrently with Monthly Technical Progress Reports. The Performer may choose to notify the government up to two times every three months if there are no changes from the prior submission, and not submit an update BARDA will provide Performer with a list of concerns in response to plan submitted Performer must address, in writing, all concerns raised by BARDA within 20 business days of Performer's receipt of BARDA's concerns
4.8.2	FDA Correspondence	The Performer must memorialize all original and unredacted correspondence between Performer and FDA and submit to BARDA, including formal and informal emails, correspondence, telephone calls, and official information requests (IRs).	Performer must provide copies of all original and unredacted FDA correspondence within 2 business days of correspondence
4.8.3	FDA Submissions	The Performer must provide BARDA the opportunity to review and comment upon all draft submissions before submission to the FDA. Performer must provide BARDA with an electronic copy of the final FDA submission. All	 Performer must submit draft FDA submissions to BARDA at least 15 business days prior to FDA submission BARDA will provide feedback to Performer within 10 business days of receipt

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
		documents must be duly marked	• The Performer must address, in writing,
		as either "Draft" or "Final."	its consideration of all concerns raised
			by BARDA prior to FDA submission
			• The Performer must submit Final FDA
			submissions to BARDA concurrently or
			no later than five (5) calendar days of
			submission

4.9 Press Releases

#	Deliverable	Deliverable Description	Reporting Procedures and Due Dates
4.9.1	Press Releases	Performer agrees to accurately and factually represent the work conducted under this agreement in all press releases.	 Performer must submit to the PO an advance copy of any press release to this agreement no fewer than 10 business days prior to the issuance of the press release. Performer must also send the advance copy to the AO for awareness. If corrective action is required, the Performer agrees to accurately and factually represent the work conducted under this agreement in all press releases The Performer must submit any final press release to BARDA no later than one (1) calendar day prior to its release

5.0 Milestone Payment Schedule (To be provided initially by the Offeror at the time of proposal submission. Submitted information is subject to change through negotiation if the Government selects the proposal for funding. The milestone schedule included should be in editable format (i.e., not a picture))

The Milestone Payment Schedule should include all milestone deliverables that are intended to be delivered as part of the project, a planned submission date, the monetary value for that deliverable and any cost share, if applicable. For fixed price agreements, when each milestone is submitted, the RRPV member will submit an invoice for the exact amount listed on the milestone payment schedule. For cost reimbursable agreements, the RRPV member is required to assign a monetary value to each milestone. In this case, however, invoice totals are based on cost incurred and will not have to match exactly to the amounts listed on the milestone payment schedule.

The milestones and associated deliverables proposed should, in general:

- o be commensurate in number to the size and duration of the project (i.e., a \$5M multiyear project may have 20, while a \$700K shorter term project may have only 6);
- o not be structured such that multiple deliverables that might be submitted separately are included under a single milestone;
- be of sufficient monetary value to warrant generation of a deliverable and any associated invoices;
- include at a minimum Monthly Reports which include both Technical Status and Business Status Reports (due the 15th of each month), Annual Technical Report, Final Technical Report, and Final Business Status Report.

RRPV Milestone Payment Schedule Example									
RRPV Milestone Number	Task Number	Milestone Description	Due Date	Government Funds	Cost Share	Total Funding			
1	N/A	Kick-Off Meeting	xx/xx/xxxx	\$ -	\$ -	\$-			
2	N/A	Monthly Report (Technical and Business Reports)	XX/15/XXXX	\$ -	\$ -	\$ -			
3	N/A	Monthly Report (Technical and Business Reports)	XX/15/XXXX	\$ -	\$ -	\$ -			
4	1	Technical Milestone #1	XX/XX/XXXX	\$ -	\$ -	\$ -			
5	N/A	Monthly Report (Technical and Business Reports)	XX/15/XXXX	\$ -	\$ -	\$ -			
6	N/A	Annual Report 1	XX/30/XXXX	\$ -	\$ -	\$ -			
7	14	Technical Milestone #2	XX/XX/XXXX	\$ -	\$ -	\$ -			
8	N/A	Final Reports (POP End)	XX/XX/XXXX	\$ -	\$ -	\$ -			
		<u> </u>	Total	\$ -	\$ -	\$ -			
Period of Performance (Months)									
Contract Type						FFP/CPFF/CR			

Please Note:

- 1. Firm Fixed Price Contracts Milestone must be accepted before invoicing for fixed priced contracts.
- 2. Expenditure Based Contracts You may invoice for actual costs incurred and providing a progress report on technical milestones.
- 3. Monthly and Annual Reports include BOTH Technical and Business Reports (separate).
- 4. Final Report due date must be the PoP end noted in Project Award.
- 5. RRPV Milestone Numbers are used for administrative purposes and should be sequential.
- 6. Task Numbers are used to reference the Statement of Work if they are different from the RRPV Milestone Number.

6.0 INTELLECTUAL PROPERTY, DATA RIGHTS, AND COPYRIGHTS

If the Offeror intends to provide technical data which existed prior to, or was produced outside of the proposed effort, to which the Offeror wishes to maintain additional rights, these rights should be asserted through the completion of the table below.

Note that this assertion is subject to negotiation prior to award.

Rights in such Data shall be as established under the terms of the Base Agreement, unless otherwise asserted in the proposal and agreed to by the Government. The below table lists the Awardee's assertions.

Technical Data or	Basis for	Asserted	Name of	Deliverables
Computer Software	Assertion	Rights	Organization	Affected
to be Furnished with			Asserting	
Restrictions			Restrictions	