

New Frontiers RFP Q&A

This document contains questions and answers from the New Frontiers RFP. Some questions have been rephrased or revised to ensure they are not associated with any specific firm and to be concise. Not all received questions are included, as some may not be relevant to the broader discussion. If you believe you have previously submitted a question that has not been answered either directly or through this document, contact Jason Holder by email holderje@ornl.gov .

1. Q: Could you please clarify if compliance with FAR clauses 52.215-12 and 52.215-13 (Subcontractor Certified Cost or Pricing Data) is mandatory for this contract, or if a waiver/exemption is possible?

A: If the order is above \$2,000,000, we will not grant a waiver for either of these.

2. Q: Is this a mandatory requirement or can we get an exemption?

Organizational Conflicts of Interest. If your proposal exceeds \$250,000 and the Special Provisions section of this RFP includes the "Organizational Conflicts of Interest" clause, the statement required by paragraph (c) of the provision entitled "Organizational Conflicts of Interest Disclosure - Advisory and Assistance Services," is made a part of this RFP. A copy of these OCI disclosure statement requirements for Advisory and Assistance Services can be found here: <https://contracts.ornl.gov/special-articles-and-forms/>.

A: We will not grant an exemption for this.

3. Q: Besides submitting a proposal with at least a 40% cost share, is there anything else we need to provide to be eligible for the class advance waiver? I'm assuming as long as meet the 40% cost share Seller will be eligible for this waiver.

A: According to the Class Waiver, which is contained within "Attachment E" of the RFP, as long as the contractor agrees to cost share by an amount of at least 40%, the DOE agrees to waive patent rights in advance.

4. Q: 1.15 Insurance – Form 1 (ORNL Terms & Conditions) Microsoft Word - insurance-form1-ext-mar11.doc (ornl.gov). Would this contract be considered as (Seller) providing consulting / professional services? Yes or no

A: No, this does not apply as we consider this to be research and development (R&D) services and not professional services.

5. Q: 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (FLOWDOWN) Please confirm that all records produced by (Seller) in the performance of this contract would be deemed Contractor-owned records.

A: Yes, our contracts and records pertaining to them are considered as contractor records.

6. Q: 970.5204-1 COUNTERINTELLIGENCE (FLOWDOWN) & 952.204-2 SECURITY (FLOWDOWN) Please confirm this contract will not involve any classified information or special nuclear material.

A: No, the performance of work resulting from this RFP would not involve any classified information or special nuclear material.

7. Q: *52.230-2 COST ACCOUNTING STANDARDS (FLOWDOWN)* Please confirm Pursuant to FAR 12.214, Cost Accounting Standards (CAS) do not apply to firm-fixed-price contracts and subcontracts for the acquisition of Commercial Items.

A: We agree that CAS does not apply here as this will be on a Fixed Price contract for Research and Development work and therefore is not a commercial item.

8. Q: *227.1A Independent Oversight Program (DOE Directive)* Please confirm why Seller should be subject to oversight evaluations and appraisals by the Office of Enterprise Assessments.

A: Our Prime Contract and our Fixed Price subcontracts mandate compliance to specific DOE orders, regulations, and policies, including those related to safety, security, and oversight, therefore, Seller shall be subject to oversight evaluations and appraisals by the Office of Enterprise Assessments.

9. Q: *241.1B Scientific and Technical Information Management (DOE Directive)* Please confirm compliance and work with ORNL on a framework that enables Seller to freely publish non-DOE/ORNL STI without prior DOE approval.

A: We consider DOE Order 241.1B to only apply to STI produced under DOE funded projects.

10. Q: *485.1 Foreign Engagements with DOE National Laboratories (DOE Directive)* Why Seller should be subject to DOE prior approval of any potential engagement (Seller) has with a foreign entity?

A: Approval of potential engagements under this directive would only apply to Seller engagements with entities located in US Government designated "Countries of Risk".

11. Q: *May respondents submit proposals in response to select parts of the technical requirements or must proposals address all topics? Is bidding on a single sub-task is acceptable/responsive?*

A: Providing a response for a component or multiple components is perfectly acceptable. ORNL plans to evaluate the impact each will have on the future of HPC.

12. Q: *May a respondent's R&D proposal include requests for access to and work with ORNL's existing Frontier HPC system?*

A: That is not being offered at this time.

13. Q: *Is it expected that respondents will conduct all work at their own facilities/places of performance?*

A: Yes,

14. Q: *May a respondent propose to provide on-site ORNL-based personnel to support its New Frontiers proposal?*

A: Not at this time.

15. Q: *May a US-based and incorporated firm which is foreign owned, submit a proposal in response to the RFP?*

A: Yes. However, there may be restrictions around ownership of Copyright, Intellectual Property, and Patent rights as outlined in the draft subcontract and Class Waiver.

16. Q: *What is the amount of funding for this initiative?*

A: From this RFP we anticipate making multiple awards. The DOE Office of Science press release states that the total program is worth \$23 million.

17. Q: *Can you provide a pointer or a copy for the Copy of Class Advanced Waiver?*

A: Attachment E contains the draft subcontract and Class Waiver.

18. Q: *Would non-conventional computing solutions be considered as a part of this RFP?*

A: There are no prohibitions, but we are seeking R&D with ~5-year stable production aspirations.

19. Q: *When does ORNL anticipate awards, negotiations, and contracting would be complete for this RFP?*

A: We anticipate final awards and contracting to be complete around February 2025.

20. Q: *We are a US based company, but we do have non-citizens employed within the company. Is there any issue with respect to non-citizens being engaged in any of the work?*

A: This should not be an issue as long as their employment with your firm does not violate any laws or regulations.

21. Q: *Is there an upper limit on the cost of the proposals?*

A: The upper limit of what will be awarded is \$23 Million, a vendor is more than welcome to propose R&D that exceed that value as long as the project packages are able to be split and separately negotiated.

22. Q: *What is the term of the project once an award is made?*

A: Approximately, two years.

23. Q: *Is there any issue associated with country-of-origin supplies either in terms of specific countries or percentage of domestic content?*

A: Materials should adhere to the "Buy American Act" and the terms and conditions referred to in the RFP documents.

24. Q: *Please define the requirements for a small business to retain IP rights.*

A: The DOE Class Waiver states that, any US based small business, or non-profit organization will retain the patent rights to its subject inventions. This only applies to patent rights. These same small businesses or non-profit organizations may also assert copyright in computer software developed under the New Frontiers procurements.