

RPSEA Solicitation Process General Questions and Answers

Q1. Who can be awarded a contract?

- A. All competition for contract awards are full and open to any eligible entity. An eligible entity is defined in Section 999 of the Energy Policy Act (EPAAct 2005). To receive an award, an entity must either be a United States-owned entity organized under the laws of the United States; or an entity organized under the laws of the United States that has a parent entity organized under the laws of a country that affords-
1. to United States-owned entities opportunities comparable to those afforded to any other entity, to participate in any cooperative research venture similar to those authorized under this subtitle;
 2. to United States-owned entities local investment opportunities comparable to those afforded to any other entity; and
 3. adequate and effective protection for the intellectual property rights of United States-owned entities.

The Prime Subcontractor of a research award can subcontract portions of the work to foreign entities as long as the program's overriding mission to maximize the value of natural gas and other petroleum resources of the United States is potentially furthered by each project. Mandatory Federal Acquisition Regulation (FAR) contract clauses must "flow down" at every subcontract level.

Q2. What type of contracts will be awarded?

- A. RPSEA will be awarding Cost Reimbursable contracts.

Q3. How do I find out about the opportunity to bid on a research award?

- A. Research opportunities are announced as Requests for Proposals (RFP's). RFP's will be posted on RPSEA's public website at <http://rpsea.org/en/cms/?43>. Once posted, offerors will have 60 days to respond to the RFP's to be considered for an award.

Q4. What are FAR clauses and why are they required?

- A. FAR stands for the Federal Acquisition Regulations. Selected FAR clauses are incorporated into any contract that receives federal funds. RPSEA's prime contract with the government for administration of research and development awards specifies which FAR clauses must be included in our subcontracts. These clauses are included in Schedule B Part I and Schedule B Part II of the research award solicitations. Detailed descriptions of each far clause can be found at <http://www.arnet.gov/far>.

Q5. What is a DUNS number and why do I need it?

- A. A DUNS number is a reference number assigned by Dun & Bradstreet. The DUNS number will be used by RPSEA to validate the business credibility of potential research awardees. If you do not already have a DUNS number, one can be obtained from Dun & Bradstreet at http://www.dnb.com/US/duns_update/.

Q6. What are Cost Accounting Standards (CAS)?

- A. CAS are promulgated by the Cost Accounting Standards Board (CASB), which is a board established by Congress. CAS are designed to achieve uniformity and consistency in the measurement, assignment, and allocation of costs to Government contracts. The standards are based on examinations of common cost accounting practices throughout industry. The fundamental purpose of CAS is to ensure fair and equitable accounting for the expenditure of federal dollars. The CAS are codified in the Code of Federal Regulations in 48CFR Chapter 99.

Q7. Does CAS apply to my company?

- A. Depending on the size and type of contract and whether or not your company has any other government funded contracts, CAS may or may not apply. Within the context of RPSEA's anticipated research awards, the follow guidelines apply. However, please note that if you choose to bid on a research award, it is the responsibility of your company to make a final determination on CAS applicability. Please refer to 48CFR, Chapter 99 for the definitive answer to this question.

Your company may be exempt from CAS applicability if any one of the following situations exists:

- The research award/contract is for a negotiated contract less than \$650,000.
- The research award/contract is for less than \$7.5M if your company is not currently performing a CAS covered contract for more than \$7.5M.
- Your company is a small business.

Q8. What is cost share?

- A. Cost share is a requirement of any research and development award made by RPSEA and is required by the Energy Policy Act of 2005 and RPSEA's prime contract with DOE. Federal policy requires cost share when federal dollars support performer research, development, and/or demonstration efforts, where the principal purpose is ultimate commercialization and utilization of the technologies by the private sector, and when there are reasonable expectations that the performer will receive present or future economic benefits beyond the instant contract as a result of performance of the effort.

For RPSEA sponsored research and development activities, cost share varies from 50% for demonstration projects, 20% for R&D projects, and 0% for basic or fundamental research. In addition, cost share may be reduced or eliminated for independent producers if the reduction is necessary and appropriate considering the technological risks involved in the project.

Q9. What counts as cost share?

- A. Cash and third party in-kind contributions can count as cost share as long as the following criteria are met (please refer to OMB Circular A-110 for additional information:
- Are verifiable from the recipient's records.
 - Are not included as contributions for any other federally-assisted project or program.
 - Are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
 - Are allowable under the applicable cost principles.
 - Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
 - Conform to other provisions of OMB Circular A-110, as applicable.

Q10. What are in-kind cost share contributions?

- A. In-kind cost share contributions are the fair market value of labor, rental equipment, depreciated cost of equipment and facilities, etc. Please refer to [OMB Circular A-110](#) for details to ensure that your proposed in-kind cost share is properly identified and valued.

Q11. What is Intellectual Property?

- A. Intellectual Property is broadly defined and therefore its meaning can be broadly interpreted. The term is often used to refer generically to property rights created through intellectual and/or discovery efforts of a creator that are generally protectable under patent, trademark, copyright, trade secret, trade dress or other law. It can also mean any design rights, confidential information, trade or business names, database rights, know how, technology and other intellectual property rights whether registered or not.

Q12. How is Intellectual Property protected?

- A. To protect IP on or during a RPSEA subcontract, the subcontractor will need to follow the guidelines and specific reporting requirements contained in [FAR 52.227-14 – Rights In Data](#) and the associated Department of Energy Acquisition Regulation (DEAR) supplement [DEAR 952.227-11 - Patent Rights.Retention by the Contractor \(short form\)\(FEB 1995\)](#)

Q13. As a Large business, can I retain title to a patent I develop under this program?

- A. Yes. RPSEA has obtained a class waiver from the government for large business. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of [FAR 52.227-12 and 35 U.S.C. 203](#).

Q14. What defines my business as a "Small Business"?

- A. Small Businesses are defined by size standards established by the Standard Industrial Classification or "SIC" codes for each business category. Sizes are expressed in terms of the

number of employees you have or your annual proceeds. The Government determines if a business is large or small by comparing it to the size standards for the SIC code that applies to the proposed goods or services to be bought under the contract.

The SIC Codes are published in Part 19 of the Federal Acquisition Regulation (FAR).
<http://acquisition.gov/far/>

Q15. What is a CAGE code?

- A. Obtaining a Cage Code is not a RPSEA requirement, however a Commercial and Government Entity (CAGE) Code is a 5 digit code that identifies companies doing or wishing to do business with the Federal Government. CAGE Codes are assigned and maintained by the Defense Logistics Information Service (DLIS). It is used to support a variety of mechanized systems throughout the government and provides for a standardized method of identifying a given facility at a specific location. The code may be used for a Facility Clearance, a Pre-award survey, automated Bidders Lists, identification of Debarred Bidders, fast pay processes, etc.

Q16. How does invoicing and cost reimbursement work in regard to cost share?

- A. Your entity (and potentially subcontractors) would perform the work under the contract, and you would monthly detail your actual incurred costs (per CAS) in performing the work, for your invoice to RPSEA. Your invoice would detail the full (100%) incurred costs, but your remittance request from RPSEA would be for that full amount less the (typically 20%) cost share component, the funding of which remains your responsibility. Upon review and acceptance of your invoice, RPSEA would remit that cost-share-adjusted amount.

Q17. How do I account for the cost share contribution of an oil company who is “partnering” with me on this project, supplying expert resources?

- A. Projects with such industry-expert involvement are encouraged. However, it is important to note that for the corresponding cost to be “actually incurred” and “allowable” so that you can include it in your invoice to RPSEA, the oil (or other) company needs to be under subcontract to you, the company’s contribution needs to be priced and accounted by the company in a manner consistent with CAS, and the cost that you pass through in your invoice to RPSEA needs to reflect an invoice submitted by the company to you for that contribution. Large companies who don’t do government contracting as part of their main business are often not set up to meet these requirements, and therefore it may be more practical for the company to contribute on an advisory basis without charge, and to the extent that you (the contractor) can’t internally cover your required cost-share component, to solicit such in cash from the company (perhaps for a reasonable consideration). Any contractual relationship in this regard would be between your entity and the company, but would not be a subcontract under your entity’s contract with RPSEA.

Q18. Will these incurred cost submissions be audited?

- A. DCAA (Department of Defense Audit Agency) may audit your incurred costs and invoices during or after completion of the project. They may also audit those of your subcontractors. Such audits may be for cost allowability and other factors under the FAR. Audit requirements vary depending upon the type of entity and size of contract.

Q19. What claim, if any, will RPSEA make for Intellectual Property (IP) evolved during a project?

A. It is RPSEA's intent for developers to retain all IP, subject to all applicable provisions of Federal law.

Q20. What are the criteria used to differentiate "demonstration", "research", and "basic research" in determining the cost share requirements? And is breadth of scope a factor in determining this?

A. It is not anticipated that basic research projects will fall within the scope of this RFP. Demonstration projects involve the demonstration of existing technology, absent a significant development component.

Q21. If a patent has already been applied for but not yet issued, what are the reporting requirements if the subject technology is central to the proposal?

A. The information associated with the patent application should be reported and identified in accordance with the provisions for proprietary information outlined in the RFP.

Q22. Will universities be required to break out costs into estimated labor hours for the tasking and other items? Can we have labor hour equivalents provided only for comparison purposes? Will accruing costs and invoicing be based on the percent of effort of our personnel (OMB A-21)

A. Universities are required to break out estimated costs and hours. It is understood OMB A-21 may apply to universities. All Offerors can review the sample subcontract provisions and make suggested changes and the rationale for the change.

Q23. Will you be accepting DOE National Laboratories as subcontractors to your solicitation?

A. Competitive awards are open to National Laboratories. Based on the language of Energy Policy Act Section 989, the National Laboratories may compete directly with private sector and educational institutions.

Q24. We will be ordering certain parts from vendors that are standard off the shelf parts but will need some modification by the vendor for the parts to work with this project. Upon receipt of these parts, they will be assembled by our engineers and become an integral part of the project. These vendors will not be under contract, nor will they work directly on this project. They are merely supplying parts that have been ordered by using purchase orders we produce. So the question is, for the purpose of submitting this proposal, are these vendors Suppliers or are they Subcontractors?

A. As a general rule, if the company has any involvement in the research or development they would be considered "subcontractors" and the FAR flow downs would need to be included in your purchase orders.

Q25. I wish to submit more than one proposal, in collaboration with different groups. Kindly clarify whether all the proposals will be considered equally as per the RFP guidelines and whether the evaluation criteria will differ if there is more than one proposal from the same principal investigator?

A. Each proposal submitted will be evaluated individually in accordance with the criteria specified in the RFP.

- Q26. Is it correct to assume that the references for the Technical volume can be included in the appendix or are the references included in the page limit for the Technical portion of the proposal?**
- A. Bibliographic references associated with the Technical Volume are included in the page limit. Resumes and letters of support may be included in an appendix and do not count toward the page limit.
- Q27. It is understood that sample contract provisions, excluding those associated with FAR and DEAR, will be subject to the normal post-award negotiations and that raising issues and wording related to these standard terms and conditions, within the proposal itself, is not required. Is that correct?**
- A. Yes.
- Q28. If a bidder does not identify a firm source of cost-share, does it disqualify the bid automatically before reaching the technical evaluation stage?**
- A. A firm cost share commitment from the bidder submitting the proposal must be included at the time of submission. If the actual sources of the commitment(s) have not been established by the submission date it will not, in itself, disqualify the bid from reaching the evaluation stage. However, it should be emphasized the cost share amount submitted by the bidder will represent a hard and firm obligation from the bidder regardless of the firmness of the commitment from the actual sources of the cost share value. If the bidder's proposal is recommended for award, all the details of the cost share obligation including third party commitments will be included in the final executed contract between RPSEA and the selected bidder. Failure to provide these details by the time of contract execution will result in the award being recommended to another bidder.
- Q29. What level of detail needs to be identified in the proposal regarding the cost share? Is it sufficient to say that the sources will be identified via a JIP etc or (does) the proposal cost share aspect need to be firmly setup before submitting the bid? (NOTE: THIS QUESTION IS APPLICABLE TO ULTRA-DEEPWATER PROPOSALS.)**
- A. To the extent possible, the bidder must provide the details requested under Section A.4.2., Clause A.2., of the RFP. Keeping in mind, the criterion (Section B.3.5.) will be scored and the stronger the commitment details included in the response to this section will result in a higher evaluation in this area. If the third party support letter(s) required under Section A.4.2., Clause A.2., is not available at the time of submission because the details of the commitment are not yet firm, the bidder must provide as much information as possible related to the potential source(s) of the commitment and indicate their responsibility as the bidder for the cost share commitment amount even if the third party commitment ultimately is never solidified.
- Q30. Regarding the 2.5% Tech Transfer costs, since RPSEA will determine how these funds will be expended, should we just put them in the budget under "Other Direct Costs" instead of trying to break them out under travel, contractual services, etc.?**
- A. While RPSEA reserves the right to direct the expenditure of the 2.5% technology transfer costs, the offeror is required to describe a preferred approach to technology transfer. This answer will depend on whether the Offeror chooses to describe the preferred approach to technology transfer in sufficient detail to support a breakdown in the cost proposal, and is not a Yes or No answer. In any case, the 2.5% associated with technology transfer should be readily identified in the cost proposal.

Q31. What claim, if any, will RPSEA make for Intellectual Property (IP) evolved during a project?

A. It is RPSEA's intent for developers to retain all IP, subject to all applicable provisions of Federal law.

Q32. Will you be accepting DOE National Labs as subcontractors to your solicitation?

A. Competitive awards are open to National Labs. Based on the language of Energy Policy Act Section 999, the National Labs may compete directly with private sector and educational institutions.