**FILL IN CLAUSES**

Certain solicitation clauses have been uploaded with the solicitation, which are to be completed by the Offeror and saved and submitted as File 3. These clauses are contained in this document.

All areas marked as TBD in these clauses are to be filled in by the Offeror. This information shall then be utilized to complete these specific areas prior to contract award.

# H.10 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS AND/OR CONSULTANTS

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontracts, which were evaluated during negotiations:

**[TBD]**

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. All subcontracts and/or consultants must contain all applicable flow-down clauses contained in Part II, Section I.

**H.27** **KEY PERSONNEL (JULY 2011)**

* 1. Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, price reductions to the contract for changes to Key Personnel, and identification of all Key Personnel for this Contract.

* 1. Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

* 1. Definitions.

For the purposes of this Clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

* 1. Contract Price Reductions for Changes to Key Personnel.
     1. Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, a contract price reduction of $50,000 may be deducted from the next available invoice. This contract price reduction may be assessed for each and every occurrence of a change.
     2. Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, a contract price reduction of $25,000 may be deducted from the next available invoice. This contract price reduction may be assessed for each and every occurrence of a change.
     3. The Contractor may request in writing that the Contracting Officer consider waiving all or part of an identified contract price reduction. Such written request shall include the factual basis for the request. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the price reduction.
  2. Key Personnel for this Contract.

The Key Personnel for this contract are identified below. This list will be amended during the course of the contract to change Key Personnel as approved by the Contracting Officer.

NAME: [**TBD**]

POSITION/TITLE: Program Manager

NAME: [**TBD**]

POSITION/TITLE: Business Manager

NAME: [**TBD**]

POSITION/TITLE: [**TBD**]

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer.

**H.29 LIMITATION OF INDIRECT COST**

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site specific on-site, off-site, and G&A indirect costs in excess of the indirect expense dollars derived for each of the Contractor's fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. The indirect cost ceiling rates are based on a percentage of overall rate basis. All indirect costs in excess of said limit(s) shall be borne by the Contractor.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Percentage of Overall Rate | | **Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year (1)** | | | | | | | |
| **Indirect Cost** | **Base of Application** | | **FY16** | **FY17** | **FY18** | **FY19** | **FY20** | **FY21** | **FY22** |
| NETL Site Specific On-Site Overhead | **[TBD]** | | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** |
| Off-Site Overhead (Contractor’s site) | **[TBD]** | | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** |
| G&A | **[TBD]** | | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** | **[TBD]** |

*(1) For Contractor's FY beginning* **[TBD]** *and ending* **[TBD]**

The indirect cost limitations set forth above include provisions for all known increases that will take place during the term of this contract resulting from statute, court decisions and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of this contract, any other statute, court decision and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations will be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision and/or ruling or regulation impacts the Contractor's indirect costs.

This clause shall be flowed down to all subcontracts issued under a cost reimbursement basis. The indirect rate ceilings contained in this clause shall be negotiated prior to the placement of any cost-reimbursement subcontracts not previously authorized in Part I, Section, H, "Prior Approval Requirements for Placement of Subcontracts and/or Consultants."   The prime contractor is responsible for negotiating the indirect rate ceilings and ensuring a copy is contained in the subcontract approval package submitted to the Government.  However, if the subcontractor is concerned with the prime contractor having access to company proprietary information, with permission from the prime contractor, the required information can be submitted directly to the Government for negotiation.   In this instance, the prime contractor will forward an e-mail to the Contract Specialist stating their intention/agreement for the Government to negotiate the indirect rate ceilings.  Upon completion, the Government will maintain the agreed upon rate ceilings and provide the prime contractor with a written notification that negotiations with the subcontractor have been completed.

**H.32 INCORPORATION OF CONTRACTOR’S VALUE ADDED APPROACHES OR METHODOLOGIES AND CONTRACTOR’S RESOURCES AND COMITTMENTS**

1. As part of its proposal, the Contractor offered certain approaches or methodologies that are of significant benefit to NETL. The following list of approaches or methodologies have been proposed by the Contractor and accepted by the Government:

|  |  |  |
| --- | --- | --- |
| **Item** | **Approach / Methodology** | **Benefit to NETL** |
| TBD | TBD | TBD |

**I.80 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages [TBD], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data – Facilities" clausecontained in this contract) in and to the technical data contained in the proposal dated [TBD], upon which this contract is based.

**J.12 ATTACHMENT D – POSITION QUALIFICATIONS**

**POSITION QUALIFICATIONS**

NOTE: If accepted, the labor category and minimum position qualifications proposed will be incorporated into (and/or replace) the below listing.

|  |  |
| --- | --- |
| **LABOR CLASSIFICATION** | **MINIMUM QUALIFICATION** |
| Business Manger | TBD |
| Database Administrator (IT) | TBD |
| Educational Specialist | TBD |
| General Clerk I | TBD |
| Graphic Designer | TBD |
| Librarian | TBD |
| Library Technician | TBD |
| Meeting/Event Planner | TBD |
| Multimedia Artists | TBD |
| Multimedia Services Manager | TBD |
| Program Manager | TBD |
| Software Engineer II | TBD |
| Technical Writer I | TBD |
| Technical Writer II | TBD |
| Technical Writer III | TBD |
| Web Designer | TBD |

## 

## **K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [**TBD**] has [**TBD**] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via *https://www.acquisition.gov* (see 52.204-7).