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October 30, 2025

Dear Prospective Offeror

Request for Proposal No: 0010138-HB-25 – Audit Services

Mission Support and Test Services, LLC, (MSTS), requests proposals for Audit Services. The requested work is in support of the Nevada National Security Site (NNSS) Prime Contract DE-NA0003624 with the U.S. Department of Energy (DOE) National Nuclear Security Administration (NNSA), Las Vegas, Nevada Office.

Information regarding the submission of a proposal is noted below and is contained in the attached Solicitation. Proposals are to be prepared in accordance with the instructions and conditions set forth herein.

Proposals are to be received by November 19, 2025, at 1:00 PM PST.

Questions due by November 10, 2025, 9:00 AM PST.

US CITIZEN REQUIREMENT: Please note that Offerors must ensure that information in this Request for Proposal is not accessed by any employee that is NOT a US Citizen without prior approval.

All questions are to be directed to the Procurement Specialist by email. All proposals are subject to the terms and conditions set forth herein. Any exceptions, deviations, or omissions may be grounds for rejection of proposals submitted.

MSTS looks forward to your response.

Thank you,

Heidi Bucheli
Procurement Specialist
phone: (509) 907-1964
email: buchelh@nv.doe.gov

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PART A - SOLICITATION

1.0 INTRODUCTION

Mission Support and Test Services, LLC, (hereby MSTS or “Contractor” or “Buyer”) acting under its contract in support of the Nevada National Security Site (NNSS) Prime Contract DE-NA0003624 with the U.S. Department of Energy (DOE), Las Vegas, Nevada Office requests Offeror to submit a proposal for a Firm Fixed Price type of subcontract to provide Audit Services.

NOTE: Communications with any MSTS personnel except the named Procurement Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.

1.1 Small Business Set Aside

This procurement is a set-aside for small businesses. Responses made under this proposal shall be from small business concerns, including but not limited to Disadvantaged, Women Owned, Veteran Owned, Service-Disabled Veteran Owned and HUBZone small businesses. Proposals received from concerns that are not small businesses shall not be considered. Any Offeror representing itself as a small business and/or as qualifying for one or more of these statuses shall represent and certify in writing that it meets all qualifications and conditions for that status and shall notify Buyer immediately of any change in status or qualification. An Offeror representing itself as a Disadvantaged, Women Owned, Veteran Owned or Service-Disabled Veteran Owned concern must self-certify that it meets all qualification criteria for each applicable category and statuses defined by the Small Business Administration (www.sba.gov). HUBZone businesses must be certified by the Small Business Administration and must provide with their proposal documentation of current, active certification.

Offeror shall immediately notify Buyer of any change in its small business size and/or socioeconomic status, including but not limited to qualification for the NAICS code applicable to this procurement and/or status as a Disadvantaged, Women Owned, Veteran Owned, Service-Disabled Veteran Owned, and/or HUBZone small business, after the submission of its proposal but before award of this procurement. Buyer reserves the right to reject any proposal as non-responsive if Offeror’s small business size and/or socioeconomic status changes after Offeror’s submission of its proposal but before award of this procurement.

1.2 North American Industry Classification System (NAICS) Code and Size Standard

The Procurement Specialist has determined that North American Industry Classification System (“NAICS”) Code 541211 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$26.5 million.

If this solicitation is designated as a small business set-aside, by submitting a proposal or an offer to this solicitation, the Offeror certifies that they are a small business qualifying for the NAICS code and meeting the size standard noted above.

By submitting a proposal for this solicitation, Offeror agrees to indemnify, defend, and hold harmless Contractor for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from, or relating to Offeror’s misrepresentation of its business size or status, regardless of whether Offeror’s misrepresentation was willful, intentional, or knowing.

1.3 Buyer Not Obligated- Irregularities and Notifications

Buyer is not obligated to pay any costs incurred in the preparation and submission of Offeror’s proposal, nor required to enter into a Subcontract or any other arrangement with Offeror.

1.4 Request for Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the Request for Proposal (RFP) to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this RFP is amended, then all terms and conditions that are not amended will remain unchanged. FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF THE OFFER.

2.0 PROPOSAL SUBMITTAL AND DEADLINE

MSTS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. Partial or incomplete proposals may not be considered. Identify the name of the procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

The proposal is due by November 19, 2025, 1:00 PM PST.

2.1 Late Proposals

A proposal is considered late if it is received after the exact time and date specified for receipt and will not be considered unless:

- a. It was sent by email, and it is determined that the late receipt was due solely to mishandling upon receipt; or
- b. It is the only proposal received.

2.2 Proposal Changes

Any modification of a proposal, including the Procurement Specialist's request for "Final Proposal Revisions (FPR)," is subject to the same conditions as in the "Late Proposals" section above.

2.3 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

2.4 Notification of Intent to Propose

Buyer requests that each prospective Offeror notify the Procurement Specialist by email no later than November 12, 2025, 9:00 AM PST whether the Offeror intends to submit a proposal in response to this RFP. The Offeror may transmit the notification to the Procurement Specialist via email.

2.5 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than November 10, 2025, 9:00 AM PST. The Offeror may transmit questions and comments via e-mail. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

Procurement Specialist: Heidi Bucheli
email: buchelh@nv.doe.gov

3.0 BASIS FOR AWARD

MSTS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror who is considered the Lowest Price Technically Accepted. This solicitation provides the basis for MSTS evaluation. Offerors are

also advised that the Buyer reserves the right to award a subcontract based upon initial offers and without further discussions with Offerors. Offeror should provide their best price and technical offers initially.

3.1 Lowest Price Technically Acceptable (LPTA)

Award may be made to the Offeror submitting the lowest evaluated price that is technically acceptable among offers that meet all requirements of the solicitation. Proposals will be screened using pass/fail evaluation factors based on the qualification demonstrated within the offer.

4.0 PROPOSAL INSTRUCTIONS

Follow the described proposal instructions.

By submitting a proposal, Offeror agrees to indemnify, defend, and hold harmless Buyer for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from, or relating to any misrepresentation by Offeror of Offeror's small business size and/or socioeconomic status or qualifications, regardless of whether Offeror's misrepresentation was willful, intentional, or knowing.

4.1 Responsiveness Determination

The Procurement Specialist will determine if the Offeror is responsive to the Buyers requirements and eligible for award. This evaluation may include, but is not limited to, information gathered from other sources, including safety performance, financial stability and past performance for the Buyer or other customers. The determination may be made at any time by the Buyer without additional questions or revision. The Buyer may waive minor informalities and irregularities in offers received.

4.2 Acceptance or Rejection of Proposals

The Buyer reserves the right to accept or reject any proposal with or without prior discussion with the Offeror. The Buyer may:

- award a subcontract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with the most favorable technical and price terms);
- select one or more Offerors to negotiate with;
- reject any or all proposals received;
- issue a request for new proposals; or
- cancel the RFP without awarding a contract.

4.3 Proposal Preparation

Proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of and will be able to perform the proposed Subcontract successfully. For technical work, describe the proposed technical approach including assumptions and supporting detail. Unsupported, unclear, or inconsistent statements about offeror's proposed performance and compliance with all Subcontract requirements may be determined as non-responsive.

Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the RFP. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations that are neither required nor desired by MSTS.

If the Offeror submits any data which it considers proprietary data as part of its proposal, the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered proprietary.

4.4 Proposal Content

Proposals shall include the following elements and be organized in the manner listed below. Each volume of the proposal should be separate and complete. **Omit all cost or pricing details from the technical proposal.**

4.4.1 Volume I Technical Proposal Requirements

MSTS will evaluate Offeror's technical capabilities/qualifications, as well as its pricing for the requirements as specified in the Statement of Work (SOW). Offeror's Volume 1 Technical Proposal must include and address the following:

- An acknowledgement that the SOW is fully understood, and that the Offeror has resources qualified to perform the work.
- An acknowledgement that the Offeror's proposal includes all amendments issued under this solicitation.
- A brief discussion of the Offeror's technical qualifications and capabilities.
- Firm's Capabilities and resources for completing the requirements.
- Organizational chart with titles of key personnel and categories of home office personnel. Additionally, the offeror is to provide a written description of the organization, defining lines of authority/responsibility/communication and the overall working of the organization with particular emphasis on interface and the procedures for monitoring and controlling the work.
- Attach a narrative, not to exceed four (4) pages, describing its plan for Subcontract execution. This plan should be developed in conjunction with the organizational chart, resumes, and proposed lower-tier subcontractors/vendors. The narrative shall explain the management approach to this project as well as the flow of work from start to conclusion.
- Include capacity to perform information that links directly to each function listed on the organizational chart (i.e., the name of the person and the percentage of utilization in the program).
- Statement of compliance with subcontract insurance requirements, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Forms
 - Form 002 Proposed Lower-Tier Subcontractors
 - Form 003 Lower-Tier Subcontractor Experience Statement
 - Form 004 Past Performance

4.4.2 Volume II – Business and Price Proposal

The Offeror is required to submit sufficient information to determine that the prices or costs being proposed are fair and reasonable. Such information may include pricing, sales, or cost information that is pertinent to establishing the pricing or costs being proposed.

The Offeror grants the Contractor or its authorized representative(s) the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify the reasonableness of the price. For items priced using catalog or market prices, or law and regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

- Forms

- Form 001 Compensation Schedule
- Form 005 Conflict of Interest Disclosure and Representation
- Form 006 Foreign National Disclosure
- Form 007 Representation and Certifications
- Form 008 Executive Compensation
- Form 009 Agreement, Exceptions, and Assumptions
- Form 010 Organizational Conflict of Interest Disclosure

4.4.3 Volume III Pricing Backup

Upon Contractor's determination of a successful Offeror, Contractor may request audited company financial reports for the previous three (3) year period, including balance sheets and income statements. The successful Offeror shall provide such information within 48 hours of the request.

In the event audited company financial reports are not consistent with the Offeror's customary accounting practice and in the absence of certified statements, the Contractor may request the following, listed in order of preference:

1. Parent guarantee;
2. Bond;
3. Irrevocable letter of credit;
4. Submission of uncertified financial statements, which shall be certified as being accurate and complete by an agent of Offeror's company, which may be subject to MSTS verification with the Internal Revenue Service (IRS).

If the selected successful Offeror is unable to provide the information required within the time frame identified or if the Contractor is unable to determine the successful Offeror as financially responsible for award of the Subcontract, Contractor, in its sole determination, may select another successful Offeror for the award.

4.5 Modification Summary Level Breakdown

As part of the Offeror's submittal for modification pricing, a summary level breakdown of labor, materials and equipment shall be included. The Subcontractor shall provide the following information at a minimum, but not limited to:

1. Labor shall be listed by labor category, work description, unit of measure, quantity, hourly labor rate burdened and unburdened, a description of the burden categories and burden amounts (i.e., %), and extended total. This shall also include a written explanation of the basis for the estimated labor hours for each labor category.
2. Materials shall be listed by item, stock number where applicable, unit of measure, unit price, quantity, and extended total. Miscellaneous items shall be completely defined. This shall also include a written explanation of the basis for the estimated materials quantities for each material type.
3. Equipment shall be listed by item, model number where applicable, unit of measure (daily, weekly, monthly), unit price, quantity, and extended total. This shall also include a written explanation of the equipment needs.
4. Additional design if required shall include the price of preparation of all detailed drawings, engineering specifications, a material list, and submittal of design drawings for review. Provide breakdown of design prices for both Design – 60 % Draft (Title II) and Design – 100 % Complete (Title III). This shall also include a written explanation of the necessity for additional design work.

Pricing received from Lower-tier Subcontractor(s) by the Subcontractor shall conform to the same requirements noted above.

Certified Cost or Pricing Data: In addition to the requirements stated herein, Subcontract modifications which are likely to exceed \$2,000,000 shall be governed by FAR clause 52.215-13, Subcontractor Certified Cost or Pricing Data-Modifications. SUBCONTRACTOR shall submit certified cost or pricing data and certification as required by that clause.

4.6 Representations and Certifications

By submitting a proposal to MSTS in response to this solicitation, the Offeror is certifying that:

1. The representation and certification information on the Representation and Certifications form is accurate and complete as of the date of the offer.
2. All statements and explanatory documentation submitted are current and accurate.
3. Offeror complies with all requirements of State of Nevada statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities.
4. All Offeror employees who may work on MSTS premises or on Site are not under the influence of controlled substances, drugs, or alcohol. Offeror agrees to the testing of assigned employees under MSTS program for controlled substances.
5. Offeror's information from the Representations and Certification Form shall be current, accurate and complete and is no greater than 12 months old.

4.7 Anti-kickback Certifications

By submitting a proposal response to this solicitation, the Offeror certifies that it has not:

1. Provided, attempted to provide, or offered to provide, any kickback.
2. Has not solicited, accepted, or attempted to accept any kickback.
3. Included, directly or indirectly, the amount of any kickback, in the Subcontract price proposed by the Offeror to the Contractor. (For definition of the term kickback, see 41 U.S.C. § 8701(2), Title 41 U.S.C. Chapter 87, Sections 701 and 8702).
4. By submitting a proposal in response to this solicitation, Offeror agrees to indemnify, defend, and hold harmless Contractor for any and all liability, loss, damages, penalties, claims, costs, and expenses, including attorney fees and costs of legal action, litigation, or settlement, arising from or relating to Offeror's failure to certify or false certification of compliance with any requirements of this Section, regardless of whether the failure or false certification was willful, intentional, or knowing.

4.8 Organizational Conflicts of Interest – Advisory and Assistance Subcontracts

- a. Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable to or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the subcontract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- b. A Subcontractor notified that it is the apparent successful Subcontractor shall provide the statement described in paragraph (c) of this clause. For the purposes of this clause, "apparent successful Subcontractor" means the proposer selected for final negotiations or, where individual subcontracts are negotiated with all firms in the competitive range, it means all such firms. The requirements of this clause apply individually to any of the proposer's identified, including consultants or subcontractors that also furnish advisory and assistance services in performance of this subcontract.

- c. The statement must contain the following:
- (1) Name of the agency and the number of the solicitation involved.
 - (2) The name, address, telephone number, and federal taxpayer identification number of the apparent successful Subcontractor.
 - (3) A description of the nature of the services rendered by or to be rendered on the instant Subcontract.
 - (4) A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of the responsible officer or employee of the Subcontractor who is knowledgeable about the services rendered to each client, if, in the twelve months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
 - (5) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the subcontract in question has been communicated as part of the statement required by b above.
- d. Failure of the Subcontractor to provide the required statement may result in the Subcontractor being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other clauses provided for by law or regulation.

4.9 Acceptance of Terms and Conditions and Technical Requirements

The subcontract resulting from this RFP will be substantially the same as the draft Subcontract that is contained in Part C of this Subcontract. Offeror must describe any exceptions (on the Agreement Exceptions Form) to the terms and conditions and technical requirements. MSTS considers compliance with the terms and conditions and technical requirements of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the terms and conditions and/or technical requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, MSTS may determine the proposal to be non-responsive.

Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the terms and conditions and technical requirements of the Subcontract that are contained in or referenced in this Solicitation.

4.10 Proposal Validity Period

Offeror's proposal shall remain firm for 90 days after the proposal due date.

4.11 Financial Capability Determination Information

Buyer reserves the right, prior to award, to require Offeror to submit information which Buyer will use to make a determination whether Offeror has the financial capability to perform the contemplated subcontract. Such information may include but not be limited to annual reports; lines of credit with financial institutions and suppliers; and any other information that may be required to make the appropriate determination.

4.12 Foreign Nationals

If the Offeror intends to propose any foreign national (non-US citizen) personnel, that information must be a part of the Offeror's proposal. They will be processed in accordance with MSTS Unclassified Visits and Assignments by Foreign Nationals procedures prior to commencement of the work. This process could add lead-time from a few days up to several weeks depending on the country of origin, facilities they will access, and the subject matter involved.

4.13 Proprietary Data Submittals

If Offeror submits any data which is considered to be "Proprietary Data," the document transmitting the data, or which contains the data, shall be boldly marked indicating that the data is considered proprietary.

Offerors who include in their proposals any data that they do not want disclosed to the public for any purpose or used by Contractor or the Government except for evaluation purposes shall mark the title page of their proposal with the following legends: **USE AND DISCLOSURE OF DATA:** "This proposal includes data that shall not be disclosed outside Contractor or the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a Subcontract is awarded to this Offeror as a result of – or in connection with – the submission of this data, Contractor and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Subcontract. This restriction does not limit Contractor's or the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets" **and** "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

PART B – SOLICITATION FORMS

The list of Forms as outlined in the table below are required as a part of your response to the identified RFP. Failure to provide and disclose any information requested below may be grounds for disqualification if identified prior to award or termination, if identified after award.

Note: *Additional attachments may be outlined within the RFP.*

It is recommended that you refer back to the RFP document to ensure all attachments have been identified and included in your proposal response.

Form No.	Title
001	Compensation Schedule Firm Fixed Price
002	Proposed Lower Tier Subcontractors
003	Lower-Tier Subcontractor Experience Statement
004	Past Performance
005	Conflict of Interest Disclosure and Representation
006	Foreign National Disclosure
007	Representation and Certification
008	Executive Compensation
009	Agreement, Exceptions, and Assumptions
010	Organizational Conflict of Interest Disclosure

Form 001 – Compensation Schedule

Please find Form 001 – Firm Fixed Price Compensation schedule is included with this Solicitation as an Excel file.

Form 002 – Proposed Lower-Tier Subcontractors

Subcontractor shall employ the following lower-tier subcontractors and/or vendors who will furnish major components, materials or equipment for performance of the work:

Name & Address	Work Description	Terms*	Value	Business Type *

If no lower-tier subcontracts or purchases are anticipated, enter the word “NONE.”

NOTES: *

- TERMS:** Enter Lump Sum, Unit Price, etc.
- Business Type:** Enter SB for Small Business, SDB for Small Disadvantaged Business, WOSB for Women-Owned Small Business, VOSB for Veteran-Owned Small Business, and SDVOSB for Service-Disabled Veteran-Owned Small Business.

** APPROXIMATELY 51 % OF TOTAL SUBCONTRACTED AMOUNT TO BE PERFORMED BY LOWER-TIER SUBCONTRACTOR. PERCENTAGE OF LOWER-TIER SUBCONTRACTED WORK SHALL NOT EXCEED 50% FOR SMALL BUSINESS OR 70% FOR A LARGE BUSINESS (FOR SERVICES) OR 85% (FOR CONSTRUCTION) OF TOTAL SUBCONTRACT AMOUNT. SUBCONTRACTOR'S ARE REQUIRED TO NOTIFY PROCUREMENT SPECIALIST WHENEVER INPUT PERCENTAGE % OF LOWER-TIER WORK IS ANTICIPATED OR REACHES 70% (FOR SERVICES) OR 85% (FOR CONSTRUCTION).

Form 003 – Lower-Tier Subcontractors Experience Statement

This statement of experience qualifications is submitted for the following lower-tier subcontractor or supplier. In the case of multiple lower-tier subcontractors or suppliers, separate forms will be submitted for previous experience of each lower-tier subcontractor or supplier.

COMPANY NAME:

PHONE:

CONTACT:

FACSIMILE:

ADDRESS:

This company has been engaged in the contracting business under its present business name for ____ years.

Experience in work of a nature similar in type and magnitude to that set forth in the SOW extends over a period of ____ years.

All awarded contracts have been satisfactorily completed, except as follows (name any and all exceptions and reasons therefore, attaching additional pages if necessary):

The following contracts, covering work similar in type and magnitude to that set forth in the SOW, have been satisfactorily completed within the last PS to fill in number of years years preceding the due date for proposals specified in the solicitation or are now in progress for the following owners or prime contractors.

NAME, ADDRESS/CONTACT AND TELEPHONE NUMBER	WORK DESCRIPTION	VALUE	LOCATION	START/STOP

Form 004 – Past Performance (USE FOR LPTA)

Please type or print at least three (3) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

This company has been engaged in the contracting business under its present business name for seven (7) years.

Experience in work of a nature similar in type and magnitude to that set forth in the SOW extends over a period of seven (7) years.

CLIENT NAME CONTACT NAME TELEPHONE NO.	CONTRACT NO. CONTRACT DATE	START DATE/ END DATE CONTRACT VALUE	CONTRACT TERMINATED? (Y/N) <i>Explain in attachment</i>

NAME AND ADDRESS OF SUBCONTRACTOR	NAME OF SIGNER <i>(Print):</i>
	TITLE OF SIGNER <i>(Print):</i>
SUBCONTRACTOR <i>(Signature of person authorized to sign)</i>	DATE

Form 006 – Foreign National Disclosure

It is Mission Support and Test Services, LLC (MSTS or Contractor) policy to require that Subcontractors disclose any foreign national (non-US citizen) personnel that will support the services as outlined in the attached SOW. All foreign nationals will be processed in accordance with MSTS Unclassified Visits and Assignments by Foreign Nationals procedures prior to commencement of the work. This includes any Subcontractor work scope and pertinent business information to which foreign nationals may be assigned whether on or off the site. This process could add from a few days up to several weeks of lead-time depending on the country of origin, facility to be accessed, and the subject matter involved.

A foreign national is defined as any individual who is not a U.S. Citizen. Immigrant aliens and lawful permanent residents (Green card holders) are not U.S. citizens. However, an individual who has a dual citizenship with a foreign country and the United States is not considered a foreign national but is a U.S. citizen.

Subcontractor hereby certifies that ☐ **there are not** or ☐ **there are** foreign nationals proposed by the Subcontractor in support of the requested services as outlined in the Statement of Work. Any such disclosure may result in the need for additional discussions relative to the Subcontractor's continued participation in this effort. Failure to disclose any real or potential concerns may be grounds for disqualification if identified prior to award or termination if identified after award.

NAME AND ADDRESS OF OFFEROR:	NAME OF SIGNER <i>(Print)</i>:
OFFEROR: <i>(Signature of person authorized to sign)</i>	TITLE OF SIGNER <i>(Print)</i>:
	DATE:

Form 007 – Representation and Certification

PURPOSE AND EFFECTS

These Offeror Representations and Certifications must be completed as a precondition for consideration of the subcontract award. Any comment qualifying or conditioning a Representation or Certification may preclude further consideration for contract award.

CONTINUING OBLIGATION

The Offeror may be required to confirm the accuracy of any Representation or Certification. The Representations and Certifications constitute a continuing obligation on behalf of the Offeror. The Offeror is obligated to disclose to Mission Support & Test Services, LLC (Buyer) any fact which reasonably interpreted, would result in a material change to the Offerors response to a Representation or Certification and Offeror shall provide a revised response to the affected Representation or Certification.

Disclosure shall be made to the Procurement Specialist within ten business days of the date the Offeror knows, or through exercise of reasonable diligence, should have known, of the fact.

The Offeror shall complete the following Representations and Certifications. By signing the Representations and Certifications document, herein, the Offeror is certifying to the accuracy of the Representations and Certifications identified below:

E-VERIFY

Applicable to resulting orders/subcontracts over \$3,500 for services and/or construction:

Employment Eligibility Verification, reference General Terms and Conditions, FAR Clause 52.222-54.

The OFFEROR certifies that the OFFEROR

☐ Has,

☐ Has not

enrolled in E-Verify. If the OFFEROR has not enrolled in E-Verify, the OFFEROR certifies herein they will enroll within 30 calendar days of an award for itself and each lower-tier.

Offeror can click here to enroll: <https://idp.uscis.gov/enroll/everify>

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, and EQUAL OPPORTUNITY COMPLIANCE:

The Offeror certifies, to the best of its knowledge and belief, that –

The Offeror and/or any of its Principals –

☐ Are

☐ Are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency.

Affirmative Action Compliance: The offeror represents that --

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

The Offeror certifies that all required Equal Opportunity Compliance Reports, in accordance with FAR 52.222-26 and Executive Order 11246-

☐ Have ☐ Have not been filed as required above.

EXPORT CONTROL

In accordance with the requirements of the Export Administration Regulations (EAR) AND the International Traffic In Arms Regulations (ITAR), please notify us if the material or technology we are inquiring about falls within any of the following:

EXPORT CONTROLLED ☐ YES ☐ NO

IF YES, ITAR ☐ EAR ☐

EXPORT CLASSIFICATION: USML or ECCN

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) **Definitions.** As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) **Prohibition.**

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
 - (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered

telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) **Procedures.** The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) **Representation.** The Offeror represents that—

- (1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) **Disclosures.**

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

- (c) (1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

-----The following must be completed for proposals exceeding \$150,000.00-----

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

The undersigned hereby acknowledges that any Subcontract resulting from this Proposal will represent the entire agreement and that any exceptions taken in this Proposal, if not expressly included in the Subcontract, will be considered resolved and void and that all exceptions have been listed on the attached Part B Form titled "Agreement, Exceptions, and Assumptions".

In addition to the Representations and Certifications above, the undersigned also acknowledges receipt, understanding and full consideration of the following amendment(s) to the Subcontract Documents.

Amendment Number _____(if none received, enter "None"),

OFFEROR

(Signature) (Date)

(Type or Print name)

(Title)

Name of Company:

Offeror's Business Address:

Company Telephone/Fax Numbers:

Email Address:

Federal Tax ID Number (Include IRS Form W-9)

Nevada State Sales Tax Number:

DUNS No.:

Facility Clearance Code:

Unique Entity Identifier (UEI):

NAICS Code:

541221 – Offices of Certified Public Accountants

Small Business Size Standard:

\$26.5 Million

Accounting Period

Please do not edit the above NAICS Code as buyer has selected the corresponding NAICS Code and Size Standard for this purchase. The small business size standard for a concern, which submits an offer in its own, name, other than on a construction or service contract, but which proposes to furnish a product, which it did not itself manufacture, is 500 employees. Any questions should be directed to Procurement Specialist.

OFFEROR represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer.

Business Type: (Check all that apply)

- ☐ Large Business ☐ Foreign
☐ Educational
☐ Small Business *(Select all that apply)*
☐ Woman-owned Small Business ☐ Small Disadvantaged Business
☐ Veteran Owned Small Business ☐ HUB Zone Business (Certified by SBA)
☐ Service-Disabled Veteran Owned ☐ 8(a) Business

Minority Type: (Check all that apply)

- ☐ African-American Owned Business
☐ Asian-Pacific American Owned Business
☐ Hispanic-American Owned Business
☐ Native American Owned Business (American Indian, Eskimo, Aleut, Native Hawaiian)
☐ Sub-Continent Asian American Owned

Enter state of organization _____ in addition to business address. If OFFEROR is a partnership or a joint venture, on a separate sheet, list the full names of all partners or joint venturers who shall be jointly and severally liable.

Form 008 – Executive Compensation
MSTS First-Tier Subcontractor Transparency Act Reporting Form
1. Subcontractor Information

Subcontractor's Physical Address:

Street

 City, State & **Nine-Digit** Zip Code

Country

Congressional District

Subcontractor's Fiscal Year

2. Place of Performance

Street

 City, State & **Nine-Digit** Zip Code

Country

Congressional District

3. Subcontractor's Unique Entity Identifier (UEI) Number

Performing Entity

Parent Company

4. Subcontractor's Top Five Most Highly Compensated Officers Reporting

- | | | | |
|----|---|--------------------------|-------------------------------|
| a) | During the previous tax year was the Subcontractor's gross income from all sources under \$300,000? | ☐ | Yes – skip to signature block |
| | | ☐ | No – answer 4(b) |
| b) | During the preceding fiscal year was 80% or more of Subcontractor's annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements? | ☐ | Yes – answer 4(c) |
| | | ☐ | No – skip to signature block |
| c) | During the preceding fiscal year did Subcontractor have \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements? | ☐ | Yes – answer 4(d) |
| | | ☐ | No – skip to signature block |
| d) | Does the public have access to information about the compensation of Subcontractor's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986 | ☐ | Yes – skip to signature block |
| | | ☐ | No – complete 4(e) |

e) Subcontractor's Top Five Most Highly Compensated Officers

Officer Name

Total Compensation for Preceding Fiscal Year

1.

2.

3.

4.

5.

Print Name & Title of Representative Completing Form

Signature of Authorized Representative

Date

MSTS First-Tier Subcontractor Transparency Act Reporting Form Guidance FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)

Subcontractor's Compensation Reporting Guidelines

Upon award of any Subcontractor award of \$30,000 or more, and annually thereafter, MSTS as the prime contractor must report the total compensation and names of the Subcontractor's top five most highly compensated executives if:

- (a) In the Subcontractor's preceding fiscal year, the Subcontractor received:
 - (i) 80% or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements, and other forms of Federal financial assistance; and
- (b) The public does not have access to information about the compensation of the executives through period reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

If a Subcontractor in the previous tax year had gross income from all sources under \$300,000, the prime contractor does not need to report awards for that subcontractor.

This information will be reported through SAM.gov Subaward Reporting System. The public may view first-tier subcontract award data at <http://usaspending.gov>.

Definitions

As used in FAR 52.204-10:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect cost.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Further information about the Transparency Act is available at: www.USAspending.gov & www.whitehouse.gov/omb/open

Form 009 – Agreement, Exceptions, and Assumptions

Any agreement exceptions, and/or assumptions to the proposed subcontract terms and conditions, RFP and/or SOW must be indicated below. Mission Support and Test Services, LLC (MSTS or Contractor), however, reserves the right to disqualify offers which deviate from the Solicitation. If the Offeror has no exceptions or assumptions, please write "None" below.

NAME AND ADDRESS OF OFFEROR:
NAME OF SIGNER *(Print)*:
TITLE OF SIGNER *(Print)*:
OFFEROR: *(Signature of person authorized to sign)*
DATE:

Form 010 – Organizational Conflict of Interest – Representation or Disclosure

It is the policy of MSTS and its Government Agency clients to identify and avoid Organizational Conflicts of Interest (OCI), that is, situations which place an Subcontractor in a position where its judgment may be biased due to any past, present, or currently planned interest, financial or otherwise, that the Subcontractor may have which relates to the work to be performed pursuant to this solicitation or where the SUBCONTRACTOR'S performance of such work may provide it with an unfair competitive advantage. (As used herein, "Subcontractor" means the proposer as an individual consultant, a representative of a corporation or company, or any of its affiliates or proposed consultants or supplier/subcontractor of any tier).

DISCLOSURE

The Subcontractor shall provide a statement, which describes, in a concise manner, all requirements listed in the Special Condition entitled "Organizational Conflicts of Interest – Advisory and Assistance Contracts."

The Subcontractor may, because of possible OCIs, propose to exclude specific kinds of work, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by a Subcontractor shall be considered by MSTS in the evaluation of proposals, and if MSTS considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

The Subcontractor may also provide information that shows how its organizational structure and/or management systems limit possible OCIs relating to affiliates or other divisions of the Subcontractor and how that structure or system would avoid an OCI.

The Subcontractor shall submit the same information as required herein, for its subcontractors, which will perform work similar to that to be performed by the Subcontractor and are over the simplified acquisition threshold.

The Subcontractor shall promptly provide to MSTS any changes or additions in its relevant facts that occur between the submission of its proposal and the award of the subcontract or the time that the Subcontractor is notified that it is no longer under consideration for award.

REPRESENTATION

In the absence of any relevant facts, the Subcontractor shall complete the *Representation* certifying that to the best of his or her knowledge and belief no such facts exist. Also, a completed *Representation* must be provided by the Subcontractor for each of its consultants and suppliers/ Subcontractors which will perform work similar to that to be performed by the Subcontractor and for each of its chief executives and directors, and those of its consultants and suppliers/ Subcontractors performing similar services, who will be directly involved in performance of the subcontract.

MSTS AND GOVERNMENT CLIENT

No award shall be made until the *Representation* or *Disclosure* has been evaluated by MSTS. MSTS will review the *Representation* or *Disclosure* and may require additional information from the Subcontractor. All information received from the Subcontractor and any other relevant information known to MSTS or the client will be used to determine whether an award to the Subcontractor may create an OCI with respect to the Subcontractor's (1) being able to render impartial, technically sound, and/or objective assistance or advice or (2) being given an unfair competitive advantage. If an OCI is found to exist, MSTS, at its sole discretion, may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Subcontractor for award, or (3) determine that it is otherwise in the best interest of the government to contract with the Subcontractor in face of an OCI after including appropriate conditions mitigating such conflict.

DISQUALIFICATION OR TERMINATION

The refusal to provide the *Representation or Disclosure* and any additional information, which is requested, shall result in disqualification of the Subcontractor for award. The nondisclosure or misrepresentation of any relevant facts may also result in the disqualification of the Subcontractor for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting subcontract may be terminated for default. The Subcontractor may also be disqualified from subsequent, related MSTS subcontracts and be subject to other remedial action as permitted or provided by law or in the resulting subcontract. The attention of the Subcontractor in complying with this clause is directed to 18 U.S.C. 1001.

No work shall be performed, and Contractor will not authorize work to begin, until representations and disclosure information has been evaluated. Contractor may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by Contractor, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

NAME AND ADDRESS OF OFFEROR: OFFEROR: <i>(Signature of person authorized to sign)</i>	NAME OF SIGNER <i>(Print):</i>
	TITLE OF SIGNER <i>(Print):</i>
	DATE:

PART C – DRAFT SUBCONTRACT

Subcontract No. Click here to enter Subcontract No. Modification No. Click here to enter Modification No.	
Issued By: Mission Support and Test Services, LLC Under Prime Contract DE-NA0003624 With the Department of Energy P.O. Box 98521, M/S NLV018 Las Vegas, NV 89193-8521 Procurement Specialist: Heidi Bucheli Email: buchelh@nv.doe.gov Phone Number: (509) 907-1964	Subcontractor: Click here to enter Subcontractor Name and Address Point of Contact: Email: Phone Number:

This Subcontract is entered into in Clark County, Nevada, and effective as of [Click to enter a date](#), by Mission Support and Test Services, LLC (MSTS) a limited Company organized and existing under the Laws of the State of Delaware (CONTRACTOR) with its principal office located at 2621 Losee Road, North Las Vegas, Nevada, and _____, duly organized and existing under the Laws of the State of _____ (SUBCONTRACTOR);

All work specified below, which is a portion of the work and services to be performed by Mission Support and Test Services LLC for the United States Department of Energy (DOE) (Government) under Prime Contract Number DE-NA0003624, shall be performed by the Subcontractor in accordance with all provisions of this Subcontract.

1.0 AWARD

1.1 Statement of Work (SOW)

Except as specified elsewhere in the subcontract, Subcontractor shall furnish all labor and materials necessary and required to satisfactorily perform: Audit Services Dated: April 28, 2025 Revision: 0. The SOW is incorporated into this subcontract along with all of the other clauses and terms identified herein.

1.2 Period of Performance/Commencement of Work

The term of this Subcontract shall be from January 1, 2026 through December 31, 2030 unless extended by the parties or terminated by other provisions of this Subcontract. Expiration of the term shall not affect any outstanding releases or open tasks. The Subcontractor shall commence performance of the Work under this Subcontract on the date specified in the Subcontract or applicable Task Order, and shall furnish sufficient forces, facilities, and shall work such hours necessary so as to accomplish the Work within the completion and/or delivery dates specified in the Subcontract.

1.3 Contract Type

Firm Fixed Price

1.4 Total Value of Subcontract

The Value of this Subcontract is [Choose an item \\$Click here to enter value](#). The Total payments under this Subcontract shall not exceed Value of this Subcontract unless the value is modified in writing by the Procurement Specialist in advance.

1.5 Compensation Schedule

As full consideration for the satisfactory performance by Subcontractor of this Subcontract, MSTS shall pay to Subcontractor compensation in accordance with the prices set forth in the Subcontract consistent with the payment provisions of this Subcontract. See Form 001 – Compensation Schedule

1.6 Payment Terms

Payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between Subcontractor and MSTS.

1.7 Authorized Personnel

Only the following named individuals are authorized to make changes to this Subcontract:

Procurement Specialist: Heidi Bucheli
 Procurement Supervisor: Keisha Garcia

Email: buchelh@nv.doe.gov
 Email: garciakr@nv.doe.gov

1.8 Designation of Technical Representative

The Procurement Specialist hereby designates the following as the Subcontract Technical Representative (STR) for this Subcontract

To be Determined

The STR is responsible for monitoring and providing technical guidance for this Subcontract. Questions or concerns of a technical nature should be directed toward the STR. The STR is also responsible for appropriate surveillance of the Subcontractor's representative while on site. However, in no event will an understanding, agreement, modification, change order, or any deviation from the terms of this Subcontract be effective or binding upon the Contractor unless formalized by proper contractual documents executed by the Procurement Specialist prior to completion of this Subcontract.

On all matters that pertain to Subcontract terms, the Subcontractor shall contact the Procurement Specialist specified within this Subcontract. When in the opinion of the Subcontractor, the STR requests or directs efforts outside the existing scope of the Subcontract; the Subcontractor shall promptly notify the Procurement Specialist in writing. **The STR does not possess any explicit, apparent or implied authority to modify the Subcontract.** No action should be taken until the Procurement Specialist makes a determination and modifies the Subcontract in writing.

1.9 Key Personnel

The personnel listed below are considered essential to the work being performed under this Subcontract. Before removing, replacing, or diverting any of the listed or specified personnel, the Subcontractor must: (1) Notify the Procurement Specialist reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this subcontract; and (3) obtain the Procurement Specialist's written approval.

If any of the below individuals are unavailable for assignment for work under this Subcontract, the Subcontractor, with written approval from the Procurement Specialist, shall replace such individual with an individual equal in abilities and qualifications.

The following individuals are named as Subcontractor Key Personnel and are subject to this clause.

Name

Title/Position

1.10 Expediting

Timely performance and delivery in accordance with the schedule herein are essential to this Subcontract.

The Products, including all warranty work, shall be subject to expediting by Contractor and Government. Contractor's and Government's representatives shall be afforded free access during working hours to Subcontractor's facilities. Subcontractor shall notify Contractor in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. Slippage in Subcontractor's schedule may be deemed to be reasonable grounds for insecurity in which event Contractor may demand in writing that Subcontractor provide adequate assurances that Subcontractor will perform on time.

1.11 Conflict of Interest

MSTS relies upon the Subcontractor's current Conflict of Interest (COI) disclosure representation and requires continual compliance with all requirements of MSTS policy to avoid situations which place a Subcontractor or Subcontractor's employee in an unfavorable position where a COI or perceived COI could impede the performance of the subcontract. Should the Subcontractor or Subcontractor's employee(s) have a change in their COI status during the Subcontract period of performance, the Subcontractor shall notify the cognizant Procurement Specialist immediately.

A conflict of interest occurs when one's personal or financial interest could interfere with the ability to make object business decisions of behalf of the Company. Employees must avoid, at all times, situations that give rise to such bias or even the appearance of such bias. It is required that conflicts are identified, declared, and if required, mitigated.

DEFINITIONS:

- Company - Includes your responsible company and company affiliates.
- Conflict of Interest(s) - When one's personal or financial interest may interfere with the ability to make business decisions on behalf of the company.
- Perceived Conflict of Interest - Situation that could give rise to the perception that a conflict exists and may interfere with the ability to make business decisions on behalf of the Company.
- Members of Household/Family Members - Employee's spouse, child parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, roommates, significant others, cousins, aunts, uncles, dating partners, or any other person where the relationship could lend itself to an actual or perceived Conflict of Interest.

2.0 SUBCONTRACT ADMINISTRATION DATA

2.1 Invoicing and Payment

Electronic funds transfer is the preferred method of payment used by MSTS. To take advantage of this expedited payment process, Subcontractor shall complete form FRM-0870, Supplier Payment Information Changes, found using the following link:

<https://nnss.gov/wp-content/uploads/2023/08/frm0870.pdf>

Original invoices and supporting documents shall be submitted no more than once a calendar month. The invoice is payable thirty (30) calendar days after receipt of a compliant invoice by the Contractor of a properly marked and submitted invoice. Invoices at a minimum should specify the invoice number, correct Subcontract/purchase order number, period of performance and the vendor information on the invoices must match the Subcontract/purchase order (e.g., company name, mailing address, remit address, etc.). Failure to specify the minimum information as well as submitting full supporting documentation may cause for invoice rejection or delay in payment. Contractor may withhold payment on any Subcontractor invoice until all properly completed and signed documentation is received and, if applicable, badges/property returned by Subcontractor.

Invoice Certification. Submittal of an invoice constitutes the Subcontractor's certification that materials, work and/or services have been delivered as specified on the invoice in accordance with the Subcontract. This invoice certification additionally represents that all invoiced hours and materials are true, accurate and correctly represent the invoiced costs to accomplish this Work on the Subcontract. Falsely invoicing costs may result in civil or criminal penalties as a violation of the Federal False Claims Act (31 USC 37296).

Invoice images are accepted only in PDF and TIF format with each invoice to be submitted separately. Invoices shall be submitted to apinvprd@nv.doe.gov. The email is not for Statements and Billing Slips.

If Subcontractor cannot facilitate electronic submission, Subcontractor shall submit all invoices, including the final invoice, detailed by Subcontract Line-Item Number on the original invoice to:

Mission Support and Test Services, LLC
P.O. Box 98521, M/S NSF025
Las Vegas, NV 89193-8521

Attention: Accounts Payable
Reference: Subcontract No. TBD and Task Order No. TBD

Note: If Subcontractor has not received payment in accordance with the above, Subcontractor shall contact Accounts Payable at ACCTPAY@nv.doe.gov and the Procurement Specialist. The email must include a listing the Subcontract Number, Line-Item Numbers, and any additional details such as proof of delivery, dates etc. to help expedite payment. Subcontractor shall include a copy of the invoice(s) with the email.

Rejection of Invoices. Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be rejected, and returned to the Subcontractor. Contractor will not incur and/or pay for any late charges associated with a rejected invoice. The Contractor shall not reimburse any costs associated with the resubmission of an invoice to meet these requirements. Payment terms of 30 calendar days restarts with resubmission.

Withholding Invoice Payments. The Contractor may, at its sole discretion, withhold payment due for, but not limited to, the following reasons:

- Substandard Work or delays in the Work not corrected promptly.
- Evidence that a claim has been or will be filed against the Subcontractor.
- Failure to promptly and properly pay lower-tier Subcontractors or suppliers.

Firm-Fixed-Price:

Subcontractor invoices for Firm-Fixed-Price Work shall provide documentation that may include deliverables or other documentation demonstrating that performance of the Work has been completed and accepted by the Contractor in accordance with the Subcontract requirements. Unless progress payments or milestone payments are expressly authorized elsewhere in this Subcontract, Subcontractor shall be entitled to invoice for payment only upon the successful completion and acceptance of all of the Work required by the Subcontract, Order, or Line Item (as applicable).

- (a) *Payment of price.* The Contractor shall pay the Subcontractor the Subcontract price as provided in this Subcontract.
- (b) *Progress payments.* The Contractor shall make progress payments for a portion of the work as shown in the compensation schedule on a monthly basis as the Work proceeds, or at more frequent intervals as determined by the Procurement Specialist, on estimates of Work accomplished which meets the standards of quality established under the Subcontract, as approved by the Procurement Specialist.
- (1) The SUBCONTRACTOR'S request for progress payments shall include the following substantiation:
- (i) An itemization of the amounts requested, related to the various elements of the Work required by the Subcontract covered by the payment requested.
 - (ii) A listing of the amount included for Work performed by each lower-tier subcontractor under the Subcontract.
 - (iii) A listing of the total amount of each lower-tier subcontract under the Subcontract.
 - (iv) A listing of the amounts previously paid to each such lower-tier subcontractor under the Subcontract.
 - (v) Additional supporting data in a form and detail required by the Procurement Specialist.
- (2) In the preparation of estimates, the Procurement Specialist may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Subcontractor at locations other than the site also may be taken into consideration if-
- (i) Consideration is specifically authorized by this Subcontract; and
 - (ii) The Subcontractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this Subcontract.
- (c) Subcontractor *certification.* Along with each request for progress payments, the Subcontractor shall furnish the following certification, or payment shall not be made: (However, if the Subcontractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable).

I hereby acknowledge and certify, to the best of my knowledge and belief, that-

- (1) Amounts paid to Subcontractor pursuant to Subcontract No. **PS to enter Subcontract No.** are reimbursed to the Contractor by the Federal Government through the U.S. Department of Energy
- (2) The amounts requested herein are true and accurate and are only for performance in accordance with the specifications, terms, and conditions of the Subcontract;
- (3) All payments due to employees and/or lower-tier subcontractors and suppliers from previous payments received under the Subcontract have been made as required by law, regulation, and/or lower-tier subcontract agreements, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with law, regulation, and/or lower-tier subcontract agreements;
- (4) This request for progress payments does not include any amounts which the Subcontractor intends to withhold or retain from a lower-tier subcontractor or supplier in accordance with the terms and conditions of the lower-tier subcontract; and
- (5) I acknowledge and understand that false or fraudulent invoices, requests for payments, or certifications submitted to Contractor are considered false statements or false claims made directly to the United States Federal Government.
- (6) This certification is not to be construed as final acceptance of a lower-tier subcontractor's performance.

(Name)
(Title)
(Date)

- (d) *Refund of unearned amounts.* If the Subcontractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Subcontractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Subcontractor shall-
- (1) Notify the Procurement Specialist of such performance deficiency; and
 - (2) Be obligated to pay the Government an amount (computed by the Procurement Specialist in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-
 - (i) The date the Subcontractor notifies the Procurement Specialist that the performance deficiency has been corrected; or
 - (ii) The date the Subcontractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

Labor Hours:

- (1) Subcontractor invoices for Labor-Hour Work shall identify the individuals, the applicable labor category, as specified in the Subcontract, the hourly labor rate, the number of hours billed, the dates of the Work and a brief statement describing the Work performed.
- (2) Unless this is a Staff Augmentation Subcontract, invoices shall be accompanied by legible and properly completed timesheets showing the number of actual hours worked and dates of hours worked for each individual. All rates invoiced must be authorized by this Subcontract for the specified labor category. The timesheets must be signed by the subcontractor employee and an authorized subcontractor representative.

Materials:

For Time and Materials Subcontract under which reimbursement of materials costs (aka Other Directs Costs (ODCs)) is authorized, Subcontractor shall identify the quantity, description, unit price and extended amount including applicable lower-tier invoices (with no additional mark-up). Subcontractor shall be reimbursed only for the actual cost of Materials with no additional mark-up, G&A, overhead, other indirect costs, or fee/profit.

Travel:

Any authorized travel will be reimbursed in accordance with the Federal Travel Regulations (FTR) and must be itemized, supported with a copy of the travel voucher and applicable receipts. No additional mark-up, G&A, overhead, other indirect costs, or fee/profit is allowed to be added to travel costs.

2.2 Foreign Nationals

If the Subcontractor has a foreign national (non-US Citizen) performing work under this subcontract, information needs to be entered into <https://foci.anl.gov/doesub/> to ensure all required information has been provided. MSTS relies upon the Subcontractor’s current representation and requires continual compliance with all requirements of the Unclassified Visits and Assignments by Foreign Nationals procedures. Should the Subcontractor have a change in their foreign national personnel during the Subcontract period of performance, the Subcontractor shall notify the cognizant Procurement Specialist.

2.3 Closeout Certification

Subcontractor shall properly execute and email to the Contractor a final release, in a format acceptable to the Contractor, within thirty (30) working days from the last date services are provided hereunder and/or the date of the last shipment made hereunder. Final payment will not be made until a final release is signed and received by the Contractor.

3.0 DELIVERIES OR PERFORMANCE

3.1 Payment upon Delivery

Subcontractor shall provide each deliverable/submittal in accordance with the SOW and terms of this subcontract. Each deliverable/submittal will be considered accepted when MSTs provides the Subcontractor notice of acceptance. Only if MSTs has not first provided the Subcontractor with written notice of rejection. MSTs may reject a deliverable/submittal only in the event that it materially deviates from its technical specifications, including grammatical and spelling errors and only via written notice outlining the nature of such deviation. In the event of such rejection, the Subcontractor shall correct the deviation and redeliver the deliverable/submittal within three (3) days unless directed otherwise. Redelivery pursuant to the previous sentence will constitute another delivery, and the parties shall again follow the acceptance procedures. Subcontractor's failure to provide deliverables that materially conform to the technical specifications may constitute breach of the subcontract.

Subcontractor shall provide each deliverable/submittal in accordance with the SOW and terms of this subcontract. Each deliverable/submittal will be considered accepted when MSTs provides the Subcontractor notice of acceptance. Only if MSTs has not first provided the Subcontractor with written notice of rejection. MSTs may reject a deliverable/submittal only in the event that it materially deviates from its technical specifications, including grammatical and spelling errors and only via written notice outlining the nature of such deviation. In the event of such rejection, the Subcontractor shall correct the deviation and redeliver the deliverable/submittal within three (3) days unless directed otherwise. Redelivery pursuant to the previous sentence will constitute another delivery, and the parties shall again follow the acceptance procedures. Subcontractor's failure to provide deliverables that materially conform to the technical specifications may constitute breach of the subcontract.

3.2 Progress Reporting

On a monthly basis, the Subcontractor shall provide to Contractor a concise summary report describing the work accomplished during the previous month, work forecasted to be completed during the next reporting period, and a summary of problem areas. The report shall include a schedule update showing work completed, items rescheduled, personnel utilization, and personnel re-forecasts. For work performed on a lump sum basis, the report shall show total amount previously billed and the amount earned during the reported month, by Subcontract Pay Item. The report shall be submitted to the STR by the fifth calendar day after the end of the month being reported.

4.0 INSPECTION, ACCEPTANCE, AND QUALITY ASSURANCE REQUIREMENTS

4.1 Inspection of Services

Definitions. "Services," as used in this clause, includes services performed and when applicable, materials furnished or utilized in the performance of services.

1. Subcontractor may be required to provide and maintain an internal quality control/inspection system covering the services performed under this Subcontract that is acceptable to the

Contractor. However, Contractor acceptance does not relieve the Subcontractor in any way for full performance responsibility.

2. Complete records of all inspections performed by Subcontractor on work related to the requirements of this Subcontract shall be maintained and made available to the Contractor during Subcontract performance, and for as long afterwards as is required by the DEAR clause 970.5204-9 (modified) of the General Conditions of this Subcontract.
3. The Contractor reserves the right to inspect and test all services called for by the Subcontract, to the extent practicable, at all times and places during the term of the Subcontract. This right shall extend to any of Subcontractor's lower-tier Subcontractors whose work applies directly to this Subcontract. Subcontractor shall make such provisions as necessary in its lower-tier subcontracts and contracts to ensure the preservation of this right. The Contractor shall perform inspections and tests in a manner that will not unduly delay the work.
4. If any of the services provided by Subcontractor do not conform to its requirements, the Contractor may require Subcontractor to perform the services again in conformity with Subcontract requirements at no additional fee if a fee is payable under other provisions of this Subcontract. When defects in services cannot be corrected by re-performance, the Contractor may: (1) require Subcontractor to take necessary action to ensure that future performance conforms to contractual requirements, and (2) reduce any fee payable under this Subcontract to reflect the reduced value of the services performed.
5. If Subcontractor again fails to promptly perform the services or to take necessary action to ensure that future performance is in conformity with contractual requirements, the Contractor may: (1) by Subcontract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate this Subcontract for default in accordance with the clause entitled "Termination for Default" of the General Conditions of this Subcontract.

4.2 Inspection and Acceptance

- (a) The Government, through any authorized representatives, has the right at all reasonable times, to inspect, conduct oversight, evaluate, or otherwise assess the work (including construction work) performed or being performed hereunder and the premises in which it is being performed. If any inspection, oversight, or evaluation is made by the Government on the premises of the Contractor or a Subcontractor, the Contractor shall provide and shall require the Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- (b) Government inspection, oversight, evaluation, and other assessments of Subcontractor performed work are for the sole benefit of the Government, and do not:
 - (1) Relieve the Subcontractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Subcontractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work.
- (c) The presence or absence of a Government representative, performing inspection, oversight, evaluation or assessment does not relieve the Subcontractor from any contract requirement, and does not change any term or condition of the specification.

(d) For construction work:

- (1) "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (2) Acceptance of construction work shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
- (3) Acceptance of all work and effort under this subcontract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any authorized representative, as designated in writing by the Contracting Officer.

5.0 SPECIAL SUBCONTRACT REQUIREMENTS

5.1 Human Research

Subcontractor hereby warrants that no research shall be performed using human research subjects in the performance of this Subcontract.

5.2 Facility Closure Notice – Holiday and Work Schedules

NOTICE: *Daily work schedules and facility operations are NOT consistent on the NNSS sites. Many organizations and facilities observe Friday closures.*

Nevada National Security Site (NNSS) business hours are from 7:00 a.m. to 5:30 p.m., (PST) Monday through Thursday.

Deviation from the approved Site Work hours shall be requested in writing from the Contractor and such approval shall not be unreasonably withheld.

Contractor recognizes the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	*Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	*Day after Thanksgiving
Juneteenth	*Day before Christmas Day
Independence Day	Christmas Day
New Year's Eve	

**December 26, December 29, and December 30

*These holidays are not applicable on the 4/10 hour work schedule and are also subject to change. Subcontractor shall verify holidays with STR.

** Actual dates may change from year to year.

Accordingly, BEFORE scheduling deliveries or site work, the Subcontractor shall make specific schedule arrangements with the Procurement Specialist, STR, Facility Manager, Delivery Warehouse Manager, Building Manager, or other cognizant MSTs organization.

The Contractor will not be liable for the cost of any delays, demurrage, layovers, extra travel days, etc., which result from Subcontractor's failure to obtain a specific delivery or work schedule in advance.

5.3 List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. Subcontractor is responsible for downloading and complying with the applicable revision as identified below.

Attachment No.	Title	Revision	Date
1	Form 001 – Compensation Schedule		
2	Exhibit B - Statement of Work	0	04/28/2025
3	Exhibit C - General Conditions Firm Fixed Price Services Subcontract	1	10/20/2025

UNLESS THE BOX BELOW IS CHECKED, The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this subcontract. This signature represents certification that all submissions (including electronic) associated with this subcontract award are accurate, current, and complete.

☐ If checked, Subcontractor signature not required

Authorizing Signatures:

Mission Support and Test Services, LLC

[Click here to enter Subcontractor Name.](#)

Name	Date
Title	
Phone:	

Name	Date
Title	
Phone:	