

OFFEROR'S PROPOSAL LETTER

In response to the Request for Proposal (RFP) No. **0000750** dated **June 12, 2025** and in accordance with the accompanying Instructions to Offerors, the undersigned hereby proposes to furnish all plant, labor, technical and professional services, supervision, materials and equipment (other than materials and equipment as specified by others) and to perform all operations necessary and required in accordance with the work described in Exhibit B, the provisions of the Solicitation Documents and any amendments thereto, and at the prices stated opposite the respective items set forth in the Schedule of Quantities, Prices and Data attached hereto.

The undersigned agrees this Proposal constitutes a firm offer to CONTRACTOR, which cannot be withdrawn for **One Hundred Twenty (120)** calendar days from and after the proposal due date or until a Subcontract for the work is executed by undersigned and CONTRACTOR, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Solicitation Documents and any amendments thereto; that it has carefully checked all of the words and figures shown in its Consideration Schedule (Exhibit A – Form A); that it has carefully reviewed the accuracy of all statements in this Proposal and any attachments hereto; and that it has by careful examination of the Solicitation Documents and any amendments thereto and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Solicitation and all other matters which can in any way affect work or the cost thereof. The undersigned hereby agrees CONTRACTOR shall not be responsible for any errors or omissions on the part of the undersigned in preparing this Proposal.

If awarded a Subcontract, the undersigned agrees to execute the Subcontract and deliver it to the CONTRACTOR within ten (10) calendar days after award of the Subcontract, with the necessary Certificates of Insurance, and Performance and Payment Bonds, if required. Work shall not commence until the required Certificates of Insurance are submitted. Attached hereto and by this reference incorporated herein and made a part of this Proposal are the Proposal Data required by Exhibit A, Quantities, Prices and Data.

The OFFEROR shall complete the following Representations and Certifications. By signing the Offeror's Proposal Letter, 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://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

Applicable to resulting orders/subcontracts exceeding \$30,000 in value, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the subcontract contract award date), if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

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The Subcontractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsrs.gov>.

The OFFEROR certifies that the Executive Report

☐ Is not applicable based on (A) and (B) above

☐ Is applicable based on (A) and (B) above, if so, complete the following:

☐ Has,

☐ Has not

Reported Executive Compensation through <https://www.fsrs.gov>. The OFFEROR certifies herein they will report within 30 calendar days of an award.

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.

BUY AMERICAN CERTIFICATE

The OFFEROR certifies that each end product, except those listed below, is a domestic end product and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

"Domestic end product" means –

1. An un-manufactured end product mined or produced in the United States; or
2. An end product manufactured in the United States, if the cost of its components mined, produced, or

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manufactured in the United States exceeds 60 percent of the cost of all its components. Components of foreign origin for the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

Excluded End Products	Country of Origin

OFFERORS may obtain from the Contractor lists of articles, materials, and supplies excepted from the Buy American Act (listed at 25.104 of the Federal Acquisition Regulation).

(NOTE: If none of the end products requested herein are manufactured outside the United States, please indicate by placing "N/A" in the Excluded End Products table above.)

FAR 52.225-12 Notice of Buy American Requirement- Construction Materials Under Trade Agreements (May 2014)

- (a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).
- (b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).
 - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
 - (2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

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 52.203-11 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.

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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—

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(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

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(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)

I. Disclosure Statement—Cost Accounting Practices and Certification

Check the appropriate boxes below:

☐ (1) **Certificate of Concurrent Submission of Disclosure Statement.** The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

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☐ (2) **Certificate of Previously Submitted Disclosure Statement.** The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **Certificate of Monetary Exemption.** The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the CONTRACTOR immediately.

☐ (4) **Certificate of Interim Exemption.** The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the CONTRACTOR in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

☐ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the CONTRACTOR immediately.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

FEDERAL SUPPLY SCHEDULE/OTHER SOURCES OF SUPPLY

CONTRACTOR is authorized to purchase from Government sources of supply including General Services Administration (GSA) Federal Supply Schedule (FSS) Contracts, NASA SEWP V Contract, Integrated Contractor Purchasing Team (ICPT) Contracts, or Supply Chain Management Center Contracts, in furtherance of CONTRACTOR's Prime Contract No. DE-NA0003624, pursuant to written letter of authorization which is available at:

http://www.nnss.gov/docs/docs_procurement/gsa.pdf

Offerors utilizing any of the above types of contract pricing shall provide Contract Number, expiration date and a copy of the applicable contract.

<p>Are these services/materials available on GSA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, GSA Contract No. _____</p> <p>And expiration date _____</p>	<p>Are these services/materials available on NASA SEWP V Contract?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, Contract No. _____</p>
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	And expiration date _____
Are these services/materials available on ICPT Contract? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, Contract No. _____ And expiration date _____	Are these services/materials available on SCMC Contract? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, Contract No. _____ And expiration date _____

Is there a published price list available for these services/materials?

☐ YES ☐ NO If yes, please attach a copy to your proposal

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 Exhibit A, Form titled "EXCEPTIONS AND DEVIATIONS".

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"), If after proposal due date, acknowledgement of amendments can be completed via email.

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):

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NAICS Code: 236220 Commercial and Institutional Building Construction

Small Business Size Standard: \$45.0 Million

(Refer to Instructions to Offeror)

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 buyer.

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)

- | | |
|---|---|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Disadvantaged |
| <input type="checkbox"/> Woman-owned | <input type="checkbox"/> HUB Zone |
| <input type="checkbox"/> Veteran | <input type="checkbox"/> Service Disabled Veteran |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> Foreign |
| <input type="checkbox"/> 8(a) | <input type="checkbox"/> Educational |

Minority Type: (Check all that apply)

- | |
|--|
| <input type="checkbox"/> African-American Owned |
| <input type="checkbox"/> Asian-Pacific American Owned |
| <input type="checkbox"/> Hispanic-American Owned |
| <input type="checkbox"/> Native American (American Indian, Eskimo, Aleut, Native Hawaiian) |
| <input type="checkbox"/> 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.