

MISSION SUPPORT AND TEST SERVICES, LLC
FIRM-FIXED-PRICE COMMERCIAL SERVICES
SUBCONTRACT

EXHIBIT D
SPECIAL CONDITIONS

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D-1 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 plants. 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.

D-2 COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK

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.

The SUBCONTRACTOR shall provide the materials and services and shall maintain a continuous operation in compliance with this Subcontract from Date of Award through September 26, 2025.

D-3 CONTRACTOR-FURNISHED DRAWINGS, SPECIFICATIONS & STATEMENTS OF WORK

CONTRACTOR will furnish statements of work, specifications, and prints of engineering design drawings for each part of the Work under this Subcontract. Such drawings will give information required for the preparation of shop detail drawings by SUBCONTRACTOR, if required. SUBCONTRACTOR shall, upon receipt, check all statements of work, specifications and drawings furnished and shall promptly notify CONTRACTOR of any omissions or discrepancies in such statements of work, specifications or drawings.

D-4 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

CONTRACTOR review and permission to proceed does not constitute acceptance or approval of submittals including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates, or materials developed or selected by SUBCONTRACTOR and does not relieve SUBCONTRACTOR from full compliance with the subcontract requirements. The Subcontract shall utilize FRM-0226, Titled "Transmittal Sheet – Subcontract" to transmit Submittals and/or Request for clarifications to obtain authorization status by the Contractor.

Drawings:

If the SUBCONTRACTOR is required elsewhere in this Subcontract to submit to the CONTRACTOR for approval drawings, specifications, data, other design documents, or other similar submittals (collectively "Submittals") for any reason:

Such Submittals shall be submitted by and at the expense of SUBCONTRACTOR as specified elsewhere in this Subcontract. If not otherwise specified, Submittals must be submitted at least 30 days prior to the relevant fabrication, installation or performance is commenced, in order to allow sufficient time for review by CONTRACTOR unless the Subcontract Administrator expressly authorizes the Subcontractor to deviate from this requirement. Drawings shall include, but not be limited to, match marks, erection diagrams and other details, such as field connections for proper installation, erection of equipment or materials, and performance of the Work.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included.

Drawings shall indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, (e.g., rotating, reciprocating, or intermittent sliding fits between shafts or systems and seals, guides, and pivot pins). The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

All drawings submitted by SUBCONTRACTOR shall be certified by SUBCONTRACTOR to be correct, shall show the Subcontract number, and shall be furnished in accordance with the Subcontract Drawings and Data Requirements Form(s). CONTRACTOR will conduct a review of SUBCONTRACTOR'S drawings and a reproducible drawing marked with one of the following codes will be returned to SUBCONTRACTOR.

<u>Code</u>	<u>Notation</u>
1.	Work may proceed
2.	Revise and resubmit – work may proceed subject to resolution
3.	Revise and resubmit – work may not proceed
4.	Review not required – work may proceed

Although work may proceed on receipt of a drawing with a Code 2 notation, SUBCONTRACTOR must resolve the comments indicated, resubmit, and obtain a Code 1 notation before release for shipment or completion of the affected work.

Samples:

Where samples are required, they shall be submitted by and at the expense of SUBCONTRACTOR. Such submittals shall be made not less than 30 calendar days prior to the time that the materials represented by such samples are needed for incorporation into the Work. Samples shall be subject to review and materials represented by such samples shall not be manufactured, delivered to the job site, or incorporated into the Work without such review.

Each sample shall bare a label showing SUBCONTRACTOR'S name, Project name, subcontract number, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number, all as applicable.

Samples, which have been reviewed, may, at CONTRACTOR'S option, be returned to SUBCONTRACTOR for incorporation into the Work.

Certificates and Data:

Where certificates are required, two copies of each such certificate shall be submitted by and at the expense of SUBCONTRACTOR. Such submittal shall be made not less than 30 calendar days prior to the time that the materials represented by such certificates are needed for Incorporation into the Work. Certificates shall be subject to review and material represented by such certificates shall not be fabricated, delivered to the Job site, or incorporated into the Work without such review.

Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: SUBCONTRACTOR'S name, Project name, Subcontract number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section, and paragraph number, all as applicable.

All other data shall be submitted as required by the Subcontract Documents.

AS-BUILT DRAWINGS AND SPECIFICATIONS

Drawings:

- a. Progress As-Built: During progress of the Work, SUBCONTRACTOR shall keep a marked-up-to-date set of as-built blue line drawings on the Job site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to CONTRACTOR and OWNER for inspection at any time during regular business hours.
- b. Final As-Built: SUBCONTRACTOR shall, at its expense and not later than 30 calendar days after Final Acceptance and before Final Payment, furnish to CONTRACTOR a complete set of marked-up as-built reproducible drawings with "AS-BUILT" clearly printed on each sheet. CONTRACTOR, without charge, will furnish SUBCONTRACTOR with reproducibles for mark-up by SUBCONTRACTOR. SUBCONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts.

As-built drawings shall be provided where specified and as required to reflect as-built conditions.

Specifications:

- a. Progress As-Builts. During progress of the Work, SUBCONTRACTOR shall keep a marked-up-to-date set of as-built specifications on the Job site annotated to clearly indicate substitutions that are incorporated into the Work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to CONTRACTOR and OWNER for inspection at any time during regular business hours.
- b. Final As-Builts. SUBCONTRACTOR shall at its expense and not later than 30 calendar days after Final Acceptance and before Final Payment furnish to CONTRACTOR a complete set of marked-up as-built specifications with "AS-BUILT" clearly printed on the cover. CONTRACTOR, without charge, will furnish SUBCONTRACTOR a set of specifications for mark-up by SUBCONTRACTOR. SUBCONTRACTOR shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

Endorsement:

SUBCONTRACTOR shall sign each final as-built specification and shall note thereon that the recording of deviations and annotations is complete and accurate.

D-5 SERVICES AVAILABLE AT THE NEVADA NATIONAL SECURITY SITE, MERCURY, NEVADA

SUBCONTRACTOR is responsible for those items listed below that are not specifically identified as the responsibility of the CONTRACTOR or other identified organization.

Housing:

Housing arrangements are the sole responsibility, and cost obligation, of the SUBCONTRACTOR. There is some housing in Mercury that CONTRACTOR will make available to SUBCONTRACTOR at rates charged by CONTRACTOR and on a space available basis. The number of current units and rental rates will be provided upon request.

Food:

Cafeteria-style food is available in Mercury at rates competitive to off-site rates. Individuals or groups can arrange for food services with NNSS Site Services. Rates are subject to fluctuation. The Mercury cafeteria has limited hours of operation, usually only four days per week. These hours are subject to change. Vending services are available in the Mercury cafeteria 24 hours per day. All costs are at the SUBCONTRACTOR'S expense and on cashless basis.

Security:

NNSS access security is currently provided by SOC LLC. No other security will be provided. The SUBCONTRACTOR is responsible for security at the project site. Please note the NNSS access security requirements under Exhibit F of the subcontract.

Personal Protective Equipment (PPE):

The SUBCONTRACTOR is responsible for providing all Personal Protective Equipment (PPE) including but not limited to; hard hats, safety-toe shoes/boots, harnesses, safety glasses with side shields, miner's lamps, first aid kits and stations, etc.

Mail services:

CONTRACTOR provides a local DOE community mail service that the SUBCONTRACTOR may use for project mail within the NNSS. All other mail services are by private provider and are at the SUBCONTRACTOR'S expense. There is a US Post office in Mercury.

Custodial services:

Custodial services for SUBCONTRACTOR facilities are the responsibility of the SUBCONTRACTOR.

Transportation:

The SUBCONTRACTOR is responsible for all transportation of SUBCONTRACTOR personnel to and from the designated reporting location. Subcontractor employees are authorized to utilize CONTRACTOR bus service on a space available basis at their own expense.

D-6 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.

https://www.nnss.gov/docs/docs_procurement/frm0870.pdf

Firm-Fixed-Price:

SUBCONTRACTOR invoices for Firm-Fixed-Price Work shall provide documentation that may include deliverables or other documentation signed by the Subcontract Administrator or the Subcontract Technical Representative (STR) 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).

As a condition of final payment, the SUBCONTRACTOR shall submit a Subcontract Release Statement FRM-2206. The Subcontract Release Statement shall include a certification that states the following:

"All Government and CONTRACTOR-furnished property has been returned, consumed, delivered or otherwise disposed of as instructed by CONTRACTOR."

SUBCONTRACTOR shall provide a signed certification on each invoice as follows:

"Under penalty of law, I, [name of the authorized SUBCONTRACTOR representative], hereby acknowledge that amounts paid to SUBCONTRACTOR pursuant to Subcontract No. [Subcontract No.] are reimbursed to the CONTRACTOR by the Federal Government through the U.S. Department of Energy. I hereby certify based on my personal knowledge, and a good faith belief, that this invoice is truthful and accurate, that the charges set forth herein comply with the terms and conditions of the Subcontract, and that requested payments do not exceed the amount to which the SUBCONTRACTOR is entitled pursuant to the Subcontract for the services or supplies delivered during the applicable period. I also hereby certify that the SUBCONTRACTOR'S employees and lower-tier subcontractors have been paid the full amounts to which they are entitled in accordance with applicable laws, regulations, and/or contractual agreements for services rendered, or supplies delivered, under this Subcontract during the applicable period, or that such payments shall be made in full when they become legally due. I further 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."

_____ (Name)

_____ (Title)

_____ (Date)

Failure to specify the full Subcontract number, corresponding Order Number (if applicable) and to submit full supporting documentation may be 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.

To expedite payment, e-mail all invoices directly to the MSTs Accounts Payable Department at apinvprd@nv.doe.gov. Invoice images are accepted only in PDF and TIF format with each invoice to be submitted separately. This e-mail address is to be used for invoices only, 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

Note: If SUBCONTRACTOR has not received payment in accordance with the above, SUBCONTRACTOR shall contact the Accounts Payable at ACCTPAY@nv.doe.gov and the Subcontract Administrator. 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.

D-7 CONTRACTOR WORK HOURS AND HOLIDAYS

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

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 |
| **December 27, and December 28 | |

*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.

D-8 PERFORMANCE OF WORK BY THE SUBCONTRACTOR

The SUBCONTRACTOR shall perform with its own organization, work equivalent to at least 50 percent of the total work to be performed under the Subcontract. The SUBCONTRACTOR shall provide a report to the Subcontract Administrator on an annual basis that identifies the actual percentage of work performed by the SUBCONTRACTOR. The percentage of work performed by the SUBCONTRACTOR shall be based on the total subcontract value.

D-9 USE OF ROADWAYS

SUBCONTRACTOR shall comply with CONTRACTOR'S and Government's traffic regulations when utilizing CONTRACTOR or Government roadways. It shall be the responsibility of the SUBCONTRACTOR to familiarize itself and its employees with the traffic and safety requirements applicable to the Site.

D-10 NON-INTERFERENCE

SUBCONTRACTOR is responsible to ensure the non-interference of its own personnel, lower-tier subcontractors or suppliers with ongoing operations and personnel at the NNSS.

SUBCONTRACTOR shall not, in any manner, interfere with, or permit any of its subcontractors or suppliers to interfere with ongoing operations. Any interference shall be immediately addressed, and the cause identified, and measures taken to prevent reoccurrence.

D-11 APPROVAL OF SUBCONTRACTOR KEY PERSONNEL

All SUBCONTRACTOR key personnel assigned to perform the Work under this Subcontract or visit the Site shall have prior approval of Subcontract Administrator.

Replacement Key Personal must be equally qualified to perform the Work and must be approved by the Subcontract Administrator.

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

Name

Title/Position

D-12 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

(a) Definition: (See FAR 52.219-6)

“Small business concerns,” as used in this solicitation and throughout the Subcontract and related documents means “a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.”

(b) General:

Offers are solicited only from small business concerns as defined above. Offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected. Any award resulting from this solicitation will be made to a small business concern.

(c) Limitations on Lower-Tier Subcontracting

By submission of a proposal/bid and execution of a Subcontract, the OFFEROR/ SUBCONTRACTOR agrees that in performance of the Subcontract in the case of a contract for—

- (1) *Services (except construction)*. At least 50 percent of the cost of Subcontract performance incurred for personnel shall be expended for employees of the concern.
- (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction*. The concern will perform at least 15 percent of the cost of the Subcontract, not including the cost of materials, with its own employees.
- (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the Subcontract, not including the cost of materials, with its own employees.

D-13 ATTACHMENTS

1. Form 2206, “Subcontractor Release Statement”