



1701-ES-25-0295  
ADM 16.1.5.B

August 25, 2025

Dear Prospective Offeror or [Click to enter Offeror's Name](#)

**Request for Proposal NO: 0000691-SH-25 -Tank Refurbishments**

Mission Support and Test Services, LLC, (MSTS), requests proposals for Blanket Master Agreement for Tank Refurbishments. 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 September 11, 2025, at 4:00 PM PST.**

**A mandatory Pre-Proposal Conference will be held on September 3, 2025, at 1:00 PM PST via Teams.**

**Questions due by September 5, 2025, 12:00 PM PST.**

Proposals will only be accepted from vendors who have attended the pre-proposal meeting. Offerors shall not be reimbursed for the cost of attending the Pre-Proposal Conference.

Offerors are strongly encouraged to contact the President or Designated Presiding Officer of the Southern Nevada Building Trades Council at (702) 452-8799 prior to submitting their proposal.

**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,

Shawna Ham  
Principal Procurement Specialist  
(806) 220-3700  
[hamsl@nv.doe.gov](mailto:hamsl@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 Basic Ordering Agreement Firm-Fixed-Price Task type of subcontract to provide Tank Refurbishments.

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

The Procurement Specialist has determined that North American Industry Classification System (“NAICS”) Code 237110 – Water and Sewer Line and Related Structures Construction applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$45 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.

### 1.2 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.

### 1.3 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 September 11, 2025, at 4:00 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 September 3, 2025, at 1:00 PM 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 September 5, 2025, at 12:00 PM 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.

Shawna Ham  
hamsl@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.

#### 4.12 Small Business Subcontracting Plan

Offeror must include a Small Business Subcontracting Plan with its proposal if the proposed amount is more than \$750,000 (\$1,500,000 for construction) and Offeror does not qualify as a small business per the size standard applicable to this procurement. The Plan must conform to and comply with all requirements specified in Federal Acquisition Regulation (FAR) Clause 52.219-9, "Small Business Subcontracting Plan" (Jan 2025), containing all information specified and conforming to the format described therein.

#### 4.13 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.

#### 4.14 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.

#### 4.15 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:

- **Criterion 1: Technical Approach**

The Proposer's proposal must satisfactorily demonstrate their understanding of the projects to include:

- A. The proposal must clearly indicate an understanding of the technical requirements listed in the statement of work and performance specification.
- B. The Proposer will demonstrate compliance with environmental standards. For example, disposal of spent sand, appropriate storage of hazardous materials onsite, spill prevention, desert tortoise, etc.

- **Criterion 2: Previous Experience**

The subcontractor must include sample projects where it has successfully completed previous projects with a list of personnel qualifications having a minimum of 5 years relevant experience.

- An acknowledgement that the Offeror's proposal includes all amendments issued under this solicitation.
- Firm's Capabilities and resources for completing the requirements.
- Resumes of proposed Key Personnel.
  - Project Manager
  - Superintendent
  - Lead Tank Service Technician
- Statement of compliance with subcontract insurance requirements, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Security to include:
  - Workplace Substance Abuse Program
- Forms
  - Form 003 Proposed Lower-Tier Subcontractors
  - Form 004 Lower-Tier Subcontractor Experience Statement
  - Form 005 Past Performance
  - Form 013 Safety and Health History
  - Form 014 Lower-Tier Subcontractor Safety and Health History

#### **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.

- Small Business Subcontracting Plan
- Forms
  - Form 001 Price Summary Index
  - Form 002 Pricing for Changes
  - Form 006 Conflict of Interest Disclosure and Representation
  - Form 007 Foreign National Disclosure



- Form 008 Representation and Certifications
- Form 010 Agreement, Exceptions, and Assumptions

#### **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.

#### **4.16 Modifications**

Any changes made to this Subcontract will be in accordance with Exhibit C, C-21 "Changes." Changes include change orders, revisions, modifications, equitable adjustments, and anything else which would require or result in a modification to this Subcontract or a Task Order (if applicable) in accordance with the Changes Clause.

##### **SUBCONTRACT MODIFICATION SUMMARY LEVEL BREAKDOWN**

As part of the SUBCONTRACTOR'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.

#### **4.17 Single Award for all Items**

The right is reserved to make a single award to the responsive Offeror whose total offer for all line items is low.

#### **4.18 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 not greater than 12 months old.

#### **4.19 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.

#### **5.0 Additional Information**

In order for MSTS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed in the Forms Section of this RFP.

#### **5.12 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.

### **5.13 Proposal Validity Period**

Offeror's proposal shall remain firm for 120 days after the proposal due date.

### **5.14 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.

### **5.4 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.

## 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	Firm-Fixed-Price Summary Index
002	Pricing for Changes
003	Proposed Lower Tier Subcontractors
004	Lower-Tier Subcontractor Experience Statement
005	Past Performance
006	Conflict of Interest Disclosure and Representation
007	Foreign National Disclosure
008	Representation and Certification
009	Executive Compensation
010	Agreement, Exceptions, and Assumptions
011	Certification Regarding Substance Abuse at DOE Sites
012	Safety Program
013	Safety and Health History
014	Lower-Tier Subcontractor Safety and Health History

## Form 001 – Price Summary Index

Please find form 001 – Price Summary Index- Firm Fixed Price Proposal Breakdown included with this Solicitation as an Excel file.

SUMMARY OF WORK APPENDIX C Price Summary Index (PSI) RFP ##### , "Title From SOW"											
CSI	CSI Description	Contractor						Lower-Tier Subcontractor		Total	
		Labor			Material		Equipment		Hours		Cost
		Unit	Hours	Dollars	Unit	Dollars	Unit	Dollars			
	Construction Execution - Includes										
	Task #1: Insert from SOW										
	<input type="checkbox"/>			\$ -		\$ -		\$ -		\$ -	
	<input type="checkbox"/>			\$ -		\$ -		\$ -		\$ -	
	<input type="checkbox"/>			\$ -		\$ -		\$ -		\$ -	
	<input type="checkbox"/>			\$ -		\$ -		\$ -		\$ -	
	<input type="checkbox"/>			\$ -		\$ -		\$ -		\$ -	
	Task #1 Execution Subtotal		0	\$ -		\$ -		\$ -	0	\$ -	

## Form 002 – Pricing for Changes

Please find Form 002– [Schedule A- Pricing for Changes](#) included with this Solicitation as an Excel file.

<b>CHANGE ORDER LABOR RATE SCHEDULE “A” For CHANGES</b>									
<b>All Inclusive Labor</b>									
<b>RFP NO. SOW TITLE</b>									
<b>(Firm Fixed Price)</b>									
<b>Complete Items 4 and 5 and the attached Labor Rate Schedule in accordance with Notes provided below:</b>									
1. VACATION: Includes vacations, statutory holidays, sick and other leave with pay.									
2. ALLOWANCES: Includes worker compensation, unemployment insurance, and other taxes and insurance's measured by payroll, established employee benefits such as pension, health and life insurance's, bonus programs (excluding profit sharing), union assessments (if any), training funds, and industry and administration funds. The Subcontractor shall provide sufficient detail to ascertain all elements included in the Grand Total Allowance shown on the rate table.									
3. OVERHEAD AND PROFIT: Shall be added to the base rate for all personnel categories who may be required to charge directly to the Work. Additionally, Overhead and Profit for all-inclusive rates shall include all home office and all temporary construction facilities.									
NOTE: Personnel categories which charge to indirect overhead and/or General and Administrative (G&A) are not to be included or listed									

**Form 003 – 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 INPUT PERCENTAGE % 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 004 – 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):

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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 005 – 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 \_\_\_\_\_ 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.

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 007 – 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 SOW. 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.

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

## Form 008 – 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.

### BUY AMERICAN CERTIFICATE

Applicable for articles, materials, and supplies to be acquired under the contract. See FAR 52.225-1 for more information. Commercial-off-the-Shelf (COTS) items are exempt from the component test but are still subject to BAA requirements. See FAR 2.101 for COTS definition.

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 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.)

### 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 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:

**237110 – Water and Sewer Line and Related Structures Construction**

Small Business Size Standard:

**\$45 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)

**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



☐ Service-Disabled ☐ 8(a)  
Veteran Owned  
Business

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 009 – Executive Compensation**
**MSTS First-Tier Subcontractor Transparency Act Reporting Form**

<b>1. Subcontractor Information</b>	
Name of Subcontractor	
Subcontractor's Physical Address	
Street	
City, State & Nine Digit Zip	
Country Code	
Subcontractor's Congressional District	
<b>2. Place of Performance</b>	
Street	
City, State & Nine Digit Zip	
Country Code	
Subcontractor's Congressional District	
<b>3. Subcontractor's Unique Entity Identifier (UEI) Number</b>	
Performing Entity	
Parent Company	
<b>4. Subcontractor's Top Five Most Highly Compensated Officers Reporting</b>	
(a) During the previous tax year was the Subcontractor's gross income from all sources under \$300,000?	<input type="checkbox"/> Yes – skip to signature block <input type="checkbox"/> No – answer 4(b)
(b) During 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?	<input type="checkbox"/> Yes – answer 4(c) <input type="checkbox"/> No – skip to signature block
(c) During 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?	<input type="checkbox"/> Yes – answer 4(d) <input type="checkbox"/> 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	<input type="checkbox"/> Yes – skip to signature block <input type="checkbox"/> 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](http://www.USAspending.gov) & [www.whitehouse.gov/omb/open](http://www.whitehouse.gov/omb/open)**

**Form 010 – 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 011 – Certification Regarding Substance Abuse at DOE Sites

Any Subcontract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, “Workplace Substance Abuse Programs at DOE Sites.”

SUBCONTRACTOR shall develop and implement a written Workplace Substance Abuse Program in accordance with 10 CFR Part 707 Workplace Substance Abuse Programs at Department of Energy Sites, as a condition for award of the subcontract. Contractor shall review and approve the Subcontractor’s program and shall periodically monitor the implementation of the program for effectiveness and compliance with 10 CFR Part 707. In addition, SUBCONTRACTOR shall include a statement that “medical marijuana (although prescribed by a physician) is not recognized as a legal drug in the federal environment”.

The below Checklist for Subcontractors Workplace Substance Abuse Program is to be completed and submitted with your organization’s Workplace Substance Abuse Program.

### How Insert Offeror’s Name Meets the Requirements of 10 CFR 707.5

10 CFR 707.5 Subparagraph	Summarized Requirement	Citation
(a) (1)	Prohibition of the use, possession, sale, distribution, or manufacture of illegal drugs at sites owned or controlled by DOE	
(a) (2)	Plans for instruction of supervisors and employees concerning problems of substance abuse, including illegal drug use, and the availability of assistance through an employee assistance program and referrals to other resources, and the penalties that may be imposed upon employees for drug-related violations occurring on a DOE owned or controlled site.	
(a) (3)	Provisions for distribution of a statement to employees engaged in the performance of a contract on a DOE owned or controlled site. This statement must set forth the contractor’s policies prohibiting the possession, sale, distribution, or manufacture of illegal drugs at the DOE owned or controlled site, and notification to the employee that as a condition of employment the employee will abide by the terms of the statement and notify the employer in writing of a conviction under a criminal drug statute for a violation occurring on the DOE owned or controlled site no later than 10 calendar days after such conviction.	
(a) (4)	Subcontractor to notify the Procurement Specialist of an employee’s conviction for a drug violation on a DOE-related site	
(a) (5)	Provisions for disciplining employees (up to and including termination) OR for offering rehabilitation for such convictions	
(a) (6)	Commitment to make a good faith effort to maintain a workplace free of substance abuse	
(b) (1)	Notification to Contractor of positions subject to drug testing	N/A
(b) (2)	Prohibition of employees in Testing Designated Positions (TDP) from working in those positions when not free from the use of illegal drugs	
(b) (3)	Sanctions for individuals in TDP who violate these prohibitions	
(b) (4) (i)	Notification to those individuals subject to drug testing least 60 days in advance of initiating testing, unless the contractor is currently conducting a testing program.	
(b) (4) (ii)	Urine drug testing of applicants for TDPs before final selection for employment or assignment	
(b) (4) (iii)	Random urine drug testing for employees in TDPs	
(b) (4) (iv)	Urine drug testing for employees in TDPs based on reasonable suspicion, as a result of an occurrence, or as a follow-up to rehabilitation	
(b) (4) (v)	Testing employees with unescorted access to the control areas of certain DOE reactors based on reasonable suspicion or as a result of an occurrence	N/A @ MSTS
(b) (4) (vi)	Written notice to company from an employee in a TDP of drug-related arrest or conviction, or receipt of a positive drug test result within 10 calendar days of such arrest, conviction, or receipt.	
(b) (4) (vii)	Appropriate action to be taken regarding an employee who is arrested for or convicted of a drug-related offense or has a positive drug test result	

(b) (5)	Provisions to employees of the opportunity for rehabilitation, consistent with company policies	
(b) (6)	Notification to Contractor's Procurement Specialist whenever a security concern is raised related to drugs	

Offeror certifies and agrees that it will provide to the Contractor its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707 pursuant to this solicitation, within 30 days after notification of selection for award or award of a Subcontract, whichever occurs first.

Failure of Offeror to certify in accordance with this requirement renders the offer non-responsive and the Offeror ineligible for award.

In addition to other remedies available to Contractor or to DOE in lieu of the Contractor, this certification concerns a matter within the jurisdiction of an agency of the United States and making false, fictitious, or fraudulent statements may render the maker subject to prosecution under Title 18, U.S.C., Section 1001.

<b>NAME AND ADDRESS OF OFFEROR:</b>  Click or tap here to enter text Click or tap here to enter text Click or tap here to enter text	<b>NAME OF PERSON AUTHORIZED TO SIGN (print):</b> Click or tap here to enter text	
	<b>TITLE OF PERSON AUTHORIZED TO SIGN (Print):</b> Click or tap here to enter text	
	<div style="text-align: right;">Click or tap to enter a date.</div>	
	Signature*	Date

\*Signature of officer/employee certifying regarding the Offeror's workplace substance abuse program.



## Form 012 – Safety Program

Offeror shall submit the following Safety and Health data with its proposal:

### **Environmental Safety & Health Requirements:**

The SUBCONTRACTOR's commitment to Environmental Safety and Health will be evaluated on their written Safety Management Program as represented by the company's written safety programs, policies, procedures, and understanding of requirements and safe job performance through:

- Work Definition
- Hazard Identification & Control
- Hazard Performing Work Safely
- Self-Improvement
- Worker Training

Additional Information for evaluation purposes:

- Completed Health History Forms
  - Subcontractor
  - Lower-Tier Subcontractors
- Insurance EMR verification for past three (3) years
  - Subcontractor
  - Lower Tier Subcontractors

Note: An Experience Modification Rate (EMR) of 1.0 or less is acceptable (Pass). If an EMR exceeds 1.0 for any year, the SUBCONTRACTOR and/or their LOWER-TIER SUBCONTRACTORS shall:

- a. Supply information that clearly and completely explains the excessive rate(s)
- b. Provide objective evidence that the root cause(s) of the excessive rate(s) have been identified and corrective actions implemented that have resulted in measurable improvements in safety performance, e.g. lower incident rates, less severe incidents, and subsequent reductions in the EMR.

**Note: This Form is for evaluation purposes only and will not be a part of the resultant subcontract.**

Pertinent information will be written into the appropriate Subcontract documents.

**Form 013 – Safety and Health History**

<b>1. General Subcontractor Name:</b>			
<b>2. Number of Lower-Tier Subcontractors expected on-site?</b>			
<b>3. Lower-Tier Subcontractor Name</b>		<b>Discipline:</b>	
<b>5. Workers' Compensation Insurance Carrier letter providing your firm's Interstate EMR for the three (3) most recent years. Attach letter and input rates and total hours worked.</b>			
Year:	EMR:	Insurance Carrier:	
Year:	EMR:	Insurance Carrier:	
Year:	EMR:	Insurance Carrier:	
<b>6. Number of OSHA Inspections previous 5 years.</b>			<b>Year(s):</b>
<b>7. Number of OSHA Citations previous 5 years</b>			<b>Type:</b>
<b>8. Use your OSHA 300 Log to fill in number of injuries and illnesses for previous three years:</b>			
a) Number of lost workday cases	Year: #	Hours Worked:	
b) Number of restricted workday cases	Year: #	Hours Worked:	
c) Number of cases with medical attention only	Year: #	Hours Worked:	
d) Number of fatalities	Year: #	Hours Worked:	
<b>9. Explanation for EMR if greater than 1.0 :</b>			

The following to be submitted with Proposal:

1. Company Safety Program/applicable procedures
2. Insurance EMR verification

**Note: This Form is for evaluation purposes only and will not be a part of the resultant subcontract.**

**Form 014 – Lower-Tier Subcontractor Safety and Health History**

<b>Lower-Tier Company Name:</b>			
<b>1. Name of General Subcontractor:</b>			
<b>2. Workers' Compensation Insurance Carrier letter providing your firm's Interstate EMR for the three (3) most recent years. Attach letter and input rates and total hours worked.</b>			
Year:	EMR:		
Year:	EMR:		
Year:	EMR:		
<b>3. Use your last year's OSHA No. 300 Log to fill in number of injuries and illnesses:</b>			
a) Number of lost workday cases		Hours Worked:	
b) Number of restricted workday cases			
c) Number of cases with medical attention only			
d) Number of fatalities			
<b>4. Number of OSHA Inspections previous 5 years.</b>		Year(s):	
<b>5. Number of OSHA Citations previous 5 years</b>		Type: <input type="checkbox"/> De minimus <input type="checkbox"/> Willful <input type="checkbox"/> Serious <input type="checkbox"/> Repeat	
<b>6. Do you have a written safety program?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>7. Have you submitted the safety program to the General Contractor for their approval?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8. Explanation for EMR greater than 1.0</b>			

**Note: This Form is for evaluation purposes only and will not be a part of the resultant subcontract.**

## PART C –MASTER AGREEMENT

<b>Subcontract No.</b> TBD <b>Modification No.</b> <a href="#">Click here to enter Modification No.</a>	
<b>Issued By:</b> 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 Shawna Ham Email: hamsl@nv.doe.gov Phone Number: (806) 220-3700	<b>Subcontractor:</b> <a href="#">Click here to enter Subcontractor Name and Address</a>  Point of Contact: Email: Phone Number:

This Basic Master Agreement is entered into in Clark County, Nevada, and effective as of TBD, 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 TBD, 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. Task Orders will be issued under this Agreement will be awarded as Firm-Fixed-Price.

### 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: Tank Refurbishments Dated: September 11, 2024 Revision: 0. The SOW is incorporated into this subcontract along with all of the other clauses and terms identified herein.

### 2. Period of Performance

The term of this Subcontract shall be from August 28, 2025 through August 27, 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.

### 3. Contract Type

Task Orders issued under this Basic Master Agreement will be issued as Firm-Fixed-Price.

### 4. Total Value of Subcontract

The Not to Exceed (NTE)/Ceiling Value of this Subcontract is \$TBD. The Total payments under this Subcontract shall not exceed the Value of this Subcontract unless the value is modified in writing by the Procurement Specialist in advance.

## 5. Task Order Release

Contractor does not guarantee any minimum order amount and is not obligated to place any Task Order Releases whatsoever under this BMA. The total payment for each Purchase Order Release shall not exceed the NTE amount/ceiling value specified in the Purchase Order Release without a written modification issued in advance by the Procurement Specialist.

## 6. Ordering and Order Limitations

- (a) Any supplies and/or services to be furnished under this Subcontract shall be ordered by issuance of or task orders by the Procurement Specialist. Such orders may be issued from August 28, 2025 through August 27, 2030.
- (b) All orders are subject to the terms and conditions of this Subcontract. In the event of conflict between a task order and this Subcontract, the Subcontract shall control.
- (c) Subcontractor may perform only that work which is expressly authorized by the order. Contractor is not obligated to pay for any work which is not authorized by an order issued by the Procurement Specialist.
- (d) Contractor may issue orders up to the subcontract ceiling value of this Subcontract and Subcontractor shall perform all orders issued.
- (e) Minimum Order Amount:

Contractor does not guarantee any minimum order amount and is not obligated to place any Task Order Releases whatsoever against this BOA.

- (f) At a minimum, Orders shall contain the following information:
  - 1. A statement of work
  - 2. A period of performance, and/or delivery/completion dates
  - 3. A place of performance
  - 4. A description of deliverables (as applicable)
  - 5. Place of delivery and delivery terms (as applicable)
  - 6. A total price or NTE amount for the Order and/or a price or NTE amount for each line item (as applicable)
  - 7. STR name and contact information
  - 8. Authorized ODCs
  - 9. A description of any Government Furnished Equipment
  - 10. Any special terms and conditions or additional requirements such as security or training requirements.
- (g) The Contractor may cancel the Order at any time in accordance with the Termination for Convenience clause of this Subcontract.

## 7. 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.

## 8. Authorized Personnel

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

Procurement Specialist: Shawna Ham  
 Procurement Supervisor: Kimberly Kruskie

Email: hamsl@nv.doe.gov  
 Email: KruskiKL@nv.doe.gov

## 9. Designation of Technical Representative

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

TBD

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.

## 10. 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
TBD	Project Manager
TBD	Superintendent
TBD	Lead Tank Service Technician

## 11. Requirement for Lower-Tier Subcontracting

Outlined are the requirements for lower-tier subcontracting.

Any lower tier Subcontractor shall be bound by all required flow down requirements and expectations set forth in Subcontractor's Subcontract. Subcontractor's contract with lower tier Subcontractors shall specifically call out the provisions, as well as any other technical and ES&H or quality standard/procedure from the MSTS SOW applicable to the lower-tier's efforts.

Any lower-tier subcontract issued shall include a clause or provision to further flow down these requirements to subsequent lower-tier Subcontractors.

## 12. Personal Identity Verification (PIV) for Uncleared Personnel

- (a) Uncleared Subcontractor Employees who require physical access to NNSA sites and/or logical access (which includes remote access to NNSA IT Systems) for greater than 179 days, must be processed for Personal Identity Verification (PIV) in accordance with NNSA Supplemental Directive (SD) 206.2, Attachment 6 (Contractor Requirements Document), which is hereby incorporated by reference into this Subcontract. This includes any physical and logical access combination greater than 179 days.
- (b) An Employee who receives an initial HSPD-12 PIV credential denial is entitled to follow the appeals proceed outlined in SD 206.2, Attachment 6. If a Subcontractor employee receives a final unfavorable determination, the Subcontractor must immediately notify the Contractor, remove the employee from the worksite, and disable the individual's access to all NNSA IT systems. Contractor may also, at its sole discretion, direct Subcontractor to discontinue using the employee to perform services under this Subcontract. Such direction does not constitute direction to terminate, suspend, or otherwise discipline the Subcontract employee (subcontractors retain discretion to manage and discipline their own employees in accordance with their own HR policies). Only the Procurement Specialist may provide this direction to the Subcontractor.
- (c) Supplemental Directive NNSA SD 206.2 is available at the following URL:  
<https://directives.nnsa.doe.gov/supplemental-directive/sd-0206-0002>

## 13. 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.

## 14. 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 **August 28, 2025** through **August 27, 2030**.

Work shall be performed on a Task Order basis and shall be authorized through the issuance of Task Orders by the Procurement Specialist. All Task Orders are subject to the terms and conditions of this Subcontract. In the event of an inconsistency between the terms of the Task Order and the Subcontract, the Subcontract shall prevail. The Subcontractor shall immediately report conflicts in requirements between the Subcontract and task order to the Procurement Specialist for clarification and direction.

## 15. 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.

## 16. 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 matches 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](mailto: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](mailto: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.

As a condition of final payment for each Task Order, 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.”

**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.
- (e) *Retainage.* If the Procurement Specialist finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Procurement Specialist shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Procurement Specialist may retain 10 percent of the amount of the payment until satisfactory progress is achieved. When the Work is substantially complete, the Procurement Specialist may retain from previously withheld funds and future progress payments that amount the Procurement Specialist considers adequate for protection of the Contractor and the Government and shall release to the Subcontractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, Line Item, or other division of the Subcontract, for which the price is stated separately in the Subcontract, payment shall be made for the completed Work without retention of a percentage.
- (f) *Title, liability, and reservation of rights.* All material and Work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-
  - (1) Relieving the Subcontractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
  - (2) Waiving the right of the Contractor and/or the Government to require the fulfillment of all of the terms of the contract.
- (g) *Reimbursement for bond premiums.* In making these progress payments, the Contractor shall, upon request, reimburse the Subcontractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Subcontractor has furnished evidence of full payment to the surety. The retainage clauses in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.
- (h) *Final payment.* The Contractor shall pay the final amount due the Subcontractor under this Subcontract after-
  - (1) Completion and acceptance of all Work;
  - (2) Presentation of a properly executed invoice; and
  - (3) Presentation of release of all claims against the Contractor and the Government arising by virtue of this Subcontract (as prescribed elsewhere in this Subcontract), other than claims, in stated amounts, that the Subcontractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Subcontractor's claim to amounts payable under this Subcontract has been assigned.

- (i) *Limitation because of undefinitized work.* Notwithstanding any clause of this Subcontract, progress payments shall not exceed 80 percent on work accomplished on undefinitized subcontract actions such as change orders which have not yet been reduced to a formal, definitized, Subcontract modification.
- (j) *Interest computation on unearned amounts.* In accordance with [31 U.S.C.3903\(c\)\(1\)](#), the amount payable under paragraph (d)(2) of this clause shall be-
  - (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Subcontractor receives the unearned amount; and
  - (2) Deducted from the next available payment to the Subcontractor.
- (k) As shown in the Consideration Schedule, a portion of the Subcontract price for the Work to be completed under this Subcontract has been divided into smaller Firm- Fixed Milestone Payments as shown elsewhere in the Subcontract. Subcontractor shall be entitled to invoice for each specified Milestone Payment only upon the successful completion, and Contractor's acceptance of each Milestone in accordance with the Subcontract requirements and specified acceptance criteria. Invoices for Milestone Payments shall be accompanied by documentation signed by the Procurement Specialist or the STR demonstrating that the Milestone has been fully completed and accepted by the Contractor. Invoices shall be accompanied by the certification required by the Invoicing and Payment Clause of this Subcontract. Milestone Payments are considered "contract financing payments" as defined in FAR Section 32.001.

## 17. 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.

## 20. Invoice Retainage

The Procurement Specialist may retain **10** percent of the total invoiced amount until completion of all the Work per Task Order. When the Work is substantially complete, the authorized Procurement Specialist

may retain from previously withheld funds and future progress payments in an amount that the authorized Procurement Specialist considers adequate for protection of MSTS and shall release to Contractor all the remaining withheld funds.

## **21. Drawings and/or Specifications**

Contractor shall furnish the SOW, 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.

## **22. Environmental, Safety, and Health**

All work performed on NNSS sites shall be accomplished safely in accordance with all applicable Environmental, Safety and Health Requirements.

Based on a review of the SOW for this Subcontract, the Contractor has determined that this Subcontract merits increased attention to safety performance. Accordingly, Subcontractor is required to apply the guiding principles and core function of Integrated Safety Management System (ISMS) as referred to in Exhibit E.

The Subcontractor shall submit the safety documentation, submittals, and/or safety plan specified by the Contractor in the Subcontract, SOW before performing any work on site (unless specifically waived by Contractor).

## **23. Option**

The Subcontractor hereby grants to the Contractor the unilateral right to exercise option Line items - Install Cathodic Protection System (per Task Order) at the unit prices listed in this Subcontract.

The Contractor will give the Subcontractor written notice of intent to exercise the option line items 30 days before expiration of the Task Order and thereafter will exercise said option before the expiration of the subcontract. The exercise of an option is a unilateral right of the Contractor within its sole discretion; nothing in this Subcontract shall be construed as obligating the Contractor to exercise any options whatsoever.

## **24. 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.

## **25. 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.

## 26. 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.

## 27. 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. (Refer to Exhibit E).

**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.

## **28. Contractor-Furnished Drawings, Specifications & Statements of Work**

Contractor will furnish statements of work for Task Order under this Subcontract. Subcontractor shall, upon receipt, check all statements of work furnished and shall promptly notify Contractor of any omissions or discrepancies in such statements of work.

## **29. 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 Subcontractor 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 Procurement Specialist 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 reproducible 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.

### **30. 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.

### **31. 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.

### **32. Special Subcontract Requirement**

Following, is a list of the special subcontract requirements that MSTS expects.

### **33. Negotiated Exceptions to General Provision**

The following exceptions/changes to Exhibit(s) (XXX) are agreed to and incorporated into the Subcontract: TBD.

### 34. 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.

### 35. Workplace Substance Abuse Program

Subcontractor shall develop and implement a written Workplace Substance Abuse Program in accordance with 10 CFR Part 707 Workplace Substance Abuse Programs at Department of Energy Sites, as a condition for award of the subcontract. Contractor shall review and approve the Subcontractor's program and shall periodically monitor the implementation of the program for effectiveness and compliance with 10 CFR Part 707. In addition, Subcontractor shall include a statement that "medical marijuana (although prescribed by a physician) is not recognized as a legal drug in the federal environment".

Contractor has included the Certification Regarding Substance Abuse at DOE Sites Checklist form for Subcontractors Workplace Substance Abuse Program, to be completed and submitted with your companies Workplace Substance Abuse Program.

### 36. 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.

### **37. Cost Accounting Standards (CAS) Reservation**

6. The parties recognize that various CAS non-compliances have been issued and are unresolved at the time this Subcontract is being negotiated and/or modified.

b) Accordingly, the parties agree that:

- a. The prices in this Subcontract and/or its modifications were established without any allowance(s) for unresolved CAS noncompliance issues and
- b. Should resolution of such CAS noncompliance(s) through negotiation or litigation result in a net cost reduction in favor of the Contractor and the Government, this Subcontract and/or its modifications may be subject to downward adjustment in accordance with FAR Part 30 and, to the extent that payments in excess of appropriate amounts occurred as a result of such CAS noncompliance(s), repayment shall include interest computed at the rates determined by the Secretary of the Treasury from the date of excess payment(s) to the date of repayment.

c) The parties agree that this clause is in addition to and not in lieu of, the right vested in the parties under the CAS clauses, and any other Subcontract, clause, or statute.

d) Further, the Subcontractor agrees to include this clause in proposals, which may result in such a CAS covered Subcontract or lower tier Subcontractors.

### **38. Limitation of Liability**

Carefully consider the following list of MSTs services limitation of liability.

1. Subcontractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Contractor acceptance of services performed under this Subcontract and (2) results

from any defects or deficiencies in the services performed or materials furnished except as provided in paragraphs 2 and 3 below, and except to the extent that the Subcontractor is expressly responsible under this Subcontract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services).

2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Contractor's acceptance of, services performed, or materials furnished results from willful misconduct or lack of good faith on the part of any of the Subcontractor's managerial personnel. The term "Subcontractor's Managerial Personnel," as used in this clause, means the Subcontractor's directors, officers, and any of the Subcontractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
  - a. All or substantially all of the Subcontractor's business;
  - b. All or substantially all of the Subcontractor's operations at any one plant, laboratory, or separate location at which the Subcontract is being performed; or
  - c. A separate and complete major industrial operation connected with the performance of the Subcontract.
3. If the Subcontractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Subcontractor's performance of services or furnishing of material under this Subcontract, the Subcontractor shall be liable to the Government or the Contractor, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Subcontract.
4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.

### **39. Bonds and Insurance – Construction Subcontracts**

**Bonds.** Subcontractor shall obtain payment and performance bonds, each in an amount equal to 100% of the Subcontract Price, unless waived by Contractor. The bonds are required to be provided to the Contractor via email or U.S. postage prior to site mobilization. The bonds shall be written on forms satisfactory to Contractor. Subcontractor's sureties shall be those approved only by the U.S. Treasury, as indicated in Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies*.

**Insurance.**

- (a) Unless otherwise specified in this Subcontract, Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of the Work insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to Contractor. Subcontractor shall deliver to Contractor no later than 10 calendar days after Notice of Award, but in any event prior to commencing the Work or entering the jobsite, Certificates of Insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in the form acceptable to Contractor. Subcontractor agrees to provide not less than 30 calendar days advance written notice will be given to Contractor prior to cancellation, termination or material alteration of said policies of insurance. Unless expressly provided otherwise below, the United States Government, U.S. Department of Energy (DOE), the Contractor, Honeywell International, Jacobs Engineering, HII Nuclear, Inc., and their affiliates, agents, officers, directors, representatives, employees, heirs, successors, and assignees, etc. shall be named as Additional Insureds under all insurance policies required under this clause, but only with respect to liability arising out of the performance of the Work of the Subcontractor under

this Subcontract. Such insurance shall be primary as regards any other coverage maintained for or by the Additional Insured and shall contain a cross-liability or severability of interest clause. All insurance shall provide for an insurer's waiver of subrogation rights in favor of Contractor and the Government.

(b) Standard Coverage:

1. All Workers' Compensation insurance (or similar insurance) required by any applicable Federal, State, or local law or regulation.

Note: All Subcontractor's who are working on construction projects in Nevada are required to provide workers compensation insurance coverage to their employees either through obtaining a new policy for Nevada required coverage under Nevada Revised Statute (NRS), obtaining an endorsement to Subcontractor's current workers compensation policy issued in another state, or being self-insured pursuant to NRS 616B.612. Any out-of-state Subcontractor meeting the definition of NRS 624.020 working temporarily in Nevada must obtain Nevada Workers' Compensation Insurance prior to the start of any project.

If any of Subcontractor's employees are covered by the U.S. Longshoremen's and Harbor Workers' Compensation Act (46 U.S.C. §§ 901-950), the Jones Act (46 U.S.C. § 30104) or under other laws, regulations or statutes applicable to maritime employees, or under the Defense Base Act (covering employees performing work outside the United States under for national defense purposes (most, if not all, subcontracts issued by Contractor are for national defense purposes)), Subcontractor shall obtain the appropriate coverage as required by law and submit to the Contractor Certificates of Insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect within the time limits stated in paragraph (a) above.

2. Employer's Liability of not less than \$1,000,000 each accident.
3. General Liability Insurance

i. Coverage

Subcontractor shall carry Commercial General Liability Insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below. The required limits may be satisfied by a combination of a primary policy and excess or umbrella policy:

\$5,000,000	Combined single limit for Bodily Injury and Property Damage each occurrence;
\$5,000,000	Personal Injury Limit each occurrence;
\$5,000,000	Products-Completed Operations Annual Aggregate Limit; and
\$5,000,000	General Annual Aggregate Limit (other than Products-Completed Operations).

The Commercial General Liability insurance shall be written on the Occurrence Coverage Form and shall include, but not be limited to, coverage for:

1. Premises and Operations
2. Products and Completed Operations
3. Contractual Liability
4. Broad from Property Damage
5. Explosion, Collapse, and Underground Hazards
6. Personal Injury Liability

4. Automobile Liability Insurance including coverage for the operation of any vehicle to include, but not limited to, owned, hired and non-owned vehicles.

The combined single limit for Bodily Injury and Property Damage Liability shall be not less than \$2,000,000 for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

Subcontractor's Automobile Liability Insurance shall include coverage for Automobile Contractual Liability. Higher limits shall apply if required by law, such as that required for the shipment of hazardous material (see for example, without limitation, 49 U.S.C. 31139(d)).

(c) Special Operations Coverage:

Should any of the work involve any of the following, the Subcontractor shall maintain insurance coverage as specified below:

1. Involve Commercial Motor Vehicles, Subcontractor shall carry Commercial Motor Vehicle Liability Insurance including coverage for the operation of any vehicle to include, but not limited to, owned, hired and non-owned vehicles. The combined single limit for Bodily Injury and Property Damage Liability shall be not less than \$10,000,000 for any one accident or loss. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy. Subcontractor's Commercial Motor Vehicle Liability Insurance shall include coverage for Motor Vehicle Contractual Liability. Higher limits shall apply if required by law.

(d) Related Obligations:

1. The requirements contained herein as to insurance types and limits, as well as Contractor's approval of insurance coverage to be maintained by Subcontractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Subcontractor under this subcontract.
2. Subcontractor shall require its subcontractors, if any, to maintain all the same insurance coverages as required by paragraph (b) and (c) of this clause to the extent applicable to the portion of the work which they shall perform, in accordance with the same terms and conditions as specified in this clause. Subcontractor must furnish evidence of such insurance to Contractor prior to commencement of the work.

(e) Contractor or Government Furnished Insurance:

Neither Contractor nor Government is maintaining any insurance on behalf of Subcontractor of any nature, including any insurance covering against loss or damage to the Work or to any other property of Subcontractor unless otherwise specifically stated herein and as may be described by appendix hereto.

(f) Notifications:

In accordance with the submittal requirements outlined above, Subcontractor shall deliver the original copy of the Certificate(s) of insurance required by this clause and all subsequent notices of cancellation, termination and alteration of such policies to the Procurement Specialist.

## **40. Performance and Payment Bonds**

Definitions. As used in this clause "Subcontract price" means the award price of the Subcontract or, for requirements Subcontracts, the price payable for the estimated quantity; or for indefinite delivery type Subcontracts, the price payable for the specified minimum quantity.



The Subcontractor shall furnish, prior to the commencement of the work or as otherwise provided in this Subcontract or as required by the Procurement Specialist, performance and payment bonds or equivalent protection to the Contractor per Task Order as follows:

- (1) **Subcontracts between \$35,000 and \$150,000** may use either a Payment Bond (original copy), or an Irrevocable Letter of Credit (ILC):
  - (i) The ILC format is provided as an attachment
  - (ii) For the Payment Bond:
    - (a) The penal amount of payment bonds shall be 100 percent of the original subcontract price.
    - (b) The Contractor may require additional performance bond protection when the subcontract price is increased. The increase in protection shall generally equal 100 percent of the increase in subcontract price.
    - (c) The Contractor may secure additional protection by directing the Subcontractor to increase the penal sum of the existing bond or to obtain an additional bond.
    - (d) Standard Form SF25A, Payment Bond, shall be modified to name the Contractor as well as the United States of America as obligees. The Form can be located at the following link:  
<https://www.gsa.gov/forms-library/payment-bond>
- (2) **Subcontracts exceeding \$150,000** must have both a Payment Bond and a Performance Bond.
  - (i) Performance Bonds:
    - (a) The penal amount of performance bonds shall be 100 percent of the original subcontract price.
    - (b) The Contractor may require additional performance bond protection when the subcontract price is increased. The increase in protection shall generally equal 100 percent of the increase in subcontract price.
    - (c) The Contractor may secure additional protection by directing the Subcontractor to increase the penal amount of the existing bond or to obtain an additional bond.
    - (d) Standard Form SF25, Performance Bond, shall be modified to name the Contractor as well as the United States of America as obligees. The Form can be located at the following link: <https://www.gsa.gov/forms-library/performance-bond>
  - (ii) Payment Bonds:
    - (a) The penal amount of payment bonds shall be 100 percent of the original subcontract price.
    - (b) The Contractor may require additional performance bond protection when the subcontract price is increased. The increase in protection shall generally equal 100 percent of the increase in subcontract price.
    - (c) The Contractor may secure additional protection by directing the Subcontractor to increase the penal sum of the existing bond or to obtain an additional bond.
    - (d) If the Subcontract is over \$25,000, but not greater than \$150,000, the Subcontractor may submit an Irrevocable Letter of Credit (ILC) in lieu of a payment bond. The ILC format is provided as an attachment under the Special Condition for Attachments (see Table of Comments).

- (e) Standard Form SF25A, Payment Bond, shall be modified to name the Contractor as well as the United States of America as obligees. The Form can be located at the following link:

<https://www.gsa.gov/forms-library/payment-bond>

The Subcontractor shall furnish all executed bonds and/or Letters of Credit, including any necessary reinsurance agreements, to the Contractor no later than 10 calendar days after Notice of Award.

The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties. The bonds shall be accompanied by a letter stating the name and contact information of the responsible individual of the Surety who will be servicing the bonds. Subcontractor shall maintain this information current throughout the execution of the subcontract.

Other assets may be pledged in lieu of bonds. However, they must conform to FAR 28.204.

#### **41. Work Hours Reporting and Total Recordable Incident Rate**

Subcontractor shall submit copies of the "Subcontractor Hours", FRM-1253 to Contractor's STR on or before the 28<sup>th</sup> of each month. The report will pertain to actual hours spent performing work for the M&O contractor for the period from the 26<sup>th</sup> of the preceding month through the 25<sup>th</sup> of the current month as outlined on the form and will be required throughout the duration of the Subcontract, including periods of no work activity. If the duration of the work does not exceed 1 month, the "Subcontractor Safety & Personnel Report" shall be submitted upon completion of the work, prior to leaving the worksite. The Subcontractor will include lower-tier Subcontractors on the forms. The report forms will be provided to the Subcontractor during the pre-performance conference or pre-job briefing/orientation.

Monthly Total Recordable Incident Rate (TRIR) and Days Away, Restricted or Transfer Case Rate (DART): The Subcontractor shall submit their overall companies' TRIR and DART Cases for the rolling 12-month performance. The initial information is captured on the Safety and Health History form completed prior to the contract. If the duration of the work on site does not exceed 1 month, this information will not be required. The TRIR and DART information will be submitted to the Contractor's STR on or before the 28<sup>th</sup> of each month. The report will pertain to the company's activities for the previous 12-month rolling year and will be required throughout the duration of the Subcontract, including periods of no work activity. TRIR and DART information can be documented in an e-mail or on the DAB (FRM-3403) in the Additional Topics section under Other.

NOTE: Once the SUBCONTRACTORS submit a copy of the FRM-1253, TRIR, and DART case information to the STR, the STR needs to send copies to the Safety Recordkeeping general e-mail box at [SafetyRecordkeeping@nv.doe.gov](mailto:SafetyRecordkeeping@nv.doe.gov).

#### **42. Buy American Act - Construction**

It is the Buyers's preference to purchase domestic end products\* in accordance with the Buy American Act (BAA) ([FAR 25.2](#)). Subcontractor certifies that all construction materials supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated, and authorized by the Contractor prior to award.

*\*Construction materials used in this Subcontract must be domestic end products as defined in [FAR 52.225-9](#) unless the Buyer, prior to award of the Subcontract, approves a request for exemption. Subcontractor requests to supply foreign construction materials must include adequate information for evaluation of the request as identified in [FAR 52.225-9](#).*



**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.
- (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.

#### **43. Wage Rate Requirements (Construction) Statute**

In accordance with FAR 52.222-6, this Subcontract is subject to the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act). It is the Subcontractor's responsibility to ensure their employees are properly classified in accordance with the Wage Rate Requirements for the work assigned for the entire duration of this Subcontract as delineated in the attached Wage Determination. The Subcontractor shall pay laborers and mechanics employed and working upon the site of work in the performance of this Subcontract no less than the prevailing wage and bona fide fringe benefits rate in accordance with the appropriate job classification as per the Schedule of Wages. The Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act) apply to this Subcontract. Wage Determination **NV20240001** is attached.

The Supplement for PLA Hourly Wage and Fringe Benefit Rates is available at:  
<https://nnss.gov/wp-content/uploads/FY25WageSupplement.pdf>

Any lower-tier subcontract(s) issued shall include a clause or provision to further flow down these requirements in full to subsequent lower-tier Subcontractors.

#### **44. Construction Labor Standards**

The Subcontractor shall complete Standard Form (SF)1413, Part II Acknowledgment of Subcontractor and provide to the Procurement Specialist within 10 days after award.

Any lower-tier subcontract(s) issued shall include a clause or provision to further flow down these requirements in full to subsequent lower-tier Subcontractors.

#### **45. Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-43, May 2014)**

- a) This clause applies to both Subcontracts subject to area prevailing wage determinations and Subcontracts subject to collective bargaining agreements.
- b) The Subcontractor warrants that the prices in this Subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract. If no such determination has been made applicable to this Subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year Subcontract or the beginning of each renewal option period, shall apply to this Subcontract.
- d) The Subcontract price, Subcontract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Subcontractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with, or the decrease is voluntarily made by the Subcontractor as a result of:
  - 1) The Department of Labor wage determination applicable on the anniversary date of the multiple year Subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Subcontractor chose to pay \$4.10. The new wage determination increases the minimum

rate to \$4.50 per hour. Even if the Subcontractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

- 2) An increased or decreased wage determination otherwise applied to the Subcontract by operation of law; or
  - 3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this Subcontract, affects the minimum wage, and Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- e) MSTS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by MSTS. The Subcontractor shall promptly notify MSTS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which MSTS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The Subcontractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- f) MSTS of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by MSTS. The Subcontractor shall promptly notify MSTS of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, which MSTS may reasonably require. Upon agreement of the parties, the Subcontract price, Subcontract unit price labor rates, or fixed hourly rates shall be modified in writing. The Subcontractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- g) MSTS or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers, and records of the Subcontractor until the expiration of 3 years after final payment under the Subcontract.

#### **46. Collective Bargaining Agreements**

In addition to compliance with the applicable collective bargaining agreements as required in the General Condition entitled LABOR, PERSONNEL AND WORK RULES, Subcontractor is required to be signatory to the collective bargaining agreement(s), and to provide a written Letter of Assent as evidence of such signing. The Letter of Assent shall be delivered no later than 10 calendar days after Notice of Award.

Being signatory to the collective bargaining agreement(s) means that the Subcontractor agrees to comply with all of the Terms and Conditions set forth in the applicable collective bargaining agreement(s) inclusive of the wage rates, fringe benefits, subsistence and the hiring/referral procedures.

Any work to be performed by crafts covered by the agreements shall be paid, at a minimum, the amounts listed for the respective labor union agreements, or the Construction Wage Rates attached to this Subcontract, whichever is higher.

The successful proposer and their lower-tier subcontractors are required to attend a Pre-Job Conference with the Building Trades in accordance with the project labor agreement prior to kick-off meeting.

#### 47. Contractor Employee Whistleblower Rights and Requirement buyto Inform Employees of Whistleblower Rights (FAR 52.203-17)

- a) This Subcontract and employees working on this Subcontract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- b) The Subcontractor shall inform its employees in writing, the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

#### 48. 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	Exhibit B - Statement of Work		
2	Compensation Schedule		
3	General Conditions - Firm Fixed Price Construction	0	12/27/2023
4	Exhibit E – Environmental, Safety, & Health Requirements		
5	Exhibit F – Security Requirements		
6	SD 206.2 – Implementation of Personal Identity Verification for Uncleared Contractors		4/14/2018
7	Labor Agreement for NNSS <a href="https://nnss.gov/wp-content/uploads/FINAL_2020ConstructionPLA.pdf">https://nnss.gov/wp-content/uploads/FINAL_2020ConstructionPLA.pdf</a>		
8	Labor Agreement Wage and Fringe Benefits Supplement <a href="https://nnss.gov/wp-content/uploads/FY25WageSupplement.pdf">https://nnss.gov/wp-content/uploads/FY25WageSupplement.pdf</a>		
9	Letter of Assent – Form 2362	02	8/13/2018
10	Standard Form (SF)1413, Statement and Acknowledgement		

11	Davis-Bacon Act Wage Determination		
12	Workplace Substance Abuse Program <i>[if applicable]</i>		

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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.

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☐ If checked, Subcontractor signature not required

Authorizing Signatures:

Click here to enter Subcontractor Name.

Mission Support and Test Services, LLC

Name	Date	Name	Date
Title		Title	
Phone:		Phone:	