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February 5, 2026

**Issued To:**

[Click here to enter Offeror's Address](#)

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

**Request for Proposal No: 0006513-26-CJ - Well Testing, Cleaning and Rehabilitation Services**

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

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

**Proposals are to be received by** March 05, 2026, 4:00 PM PST.

**Pre-Proposal Conference/Job Walk will be held on** February 10, 2026, 8:00 AM PST.

**Questions due by** February 19, 2026, 4:00 PM PST.

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,

Claudia Julao  
Principal Procurement Specialist  
(702) 295-2517  
[julaocj@nv.doe.gov](mailto:julaocj@nv.doe.gov)

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## **PART A - SOLICITATION**

### **1.0 INTRODUCTION**

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

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

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

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

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 March 05, 2026, 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 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than February 19, 2026, 4:00 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.

Claudia Julao  
julaocj@nv.doe.gov

## 3.0 BASIS FOR AWARD

MSTS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror who is considered the Lowest Price Technically Accepted. This solicitation provides the basis for MSTS evaluation. Offerors are also advised that the Buyer reserves the right to award a subcontract based upon initial offers and without further discussions with Offerors. Offeror should provide their best price and technical offers initially.

### 3.1 Lowest Price Technically Acceptable (LPTA)

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

## 4.0 PROPOSAL INSTRUCTIONS

Follow the described proposal instructions.

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

### 4.1 Responsiveness Determination

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

### 4.2 Acceptance or Rejection of Proposals

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

- award a subcontract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with the most favorable technical and price terms);

- select one or more Offerors to negotiate with;
- reject any or all proposals received;
- issue a request for new proposals; or
- cancel the RFP without awarding a contract.

### 4.3 Proposal Preparation

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

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

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

### 4.4 Proposal Content

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

#### 4.4.1 Volume I Technical Proposal Requirements

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

- An acknowledgement that the SOW is fully understood, and that the Offeror has resources qualified to perform the work.
- An acknowledgement that the Offeror's proposal includes all amendments issued under this solicitation.
- A brief discussion of the Offeror's technical qualifications and capabilities.
- Firm's Capabilities and resources for completing the requirements.
- Resumes of proposed Key Personnel as stated in Exhibit B, Statement of Work.
  - Project Manager
  - On-Site Safety Representative
  - Safety Manager
  - Lead Well Rehabilitation Specialist
- Organizational chart with titles of key personnel and categories of home office personnel. Additionally, the offeror is to provide a written description of the organization, defining lines of authority/responsibility/communication and the overall working of the organization with particular emphasis on interface and the procedures for monitoring and controlling the work.
- Attach a narrative, not to exceed 10 pages, describing its plan for Subcontract execution. This plan should be developed in conjunction with the organizational chart, resumes, and proposed lower-tier subcontractors/vendors. The narrative shall explain the management approach to this project as well as the flow of work from start to conclusion.
- Include capacity to perform information that links directly to each function listed on the organizational chart (i.e., the name of the person and the percentage of utilization in the program).



- Statement of compliance with subcontract insurance requirements, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Forms
  - From 002 Proposed Lower-Tier Subcontractors
  - From 003 Lower-Tier Subcontractor Experience Statement
  - From 004 Past Performance
  - Form 011 Safety Program
  - From 012 Safety and Health History
  - From 013 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.

- Forms
  - From 001 Compensation Schedule
  - From 005 Conflict of Interest Disclosure and Representation
  - From 006 Foreign National Disclosure
  - From 007 Representation and Certifications
  - From 008 Executive Compensation
  - From 009 Agreement, Exceptions, and Assumptions
  - From 010 Organizational Conflict of Interest Disclosure
  - From 014 Certificate of Current Cost or Pricing Data

#### **4.4.3 Volume III Pricing Backup**

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

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

1. Parent guarantee;
2. Bond;
3. Irrevocable letter of credit;

4. Submission of uncertified financial statements, which shall be certified as being accurate and complete by an agent of Offeror's company, which may be subject to MSTS verification with the Internal Revenue Service (IRS).

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

## 4.5 Modifications

Any changes made to this Subcontract will be in accordance with Exhibit C, C-Input Clause No. "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 Offeror's submittal for modification pricing, a summary level breakdown of labor, materials and equipment shall be included. The Subcontractor shall provide the following information at a minimum, but not limited to:

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

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

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

## 4.6 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.

## 4.7 Request for Schedule of Cost and Rates

This is not a request for cost or pricing data, but notification to all Offerors that this information may be required prior to award unless the Subcontract is determined by the Contractor to be exempt from the requirements of 10 USC 2306(a).

## 4.8 Requirements for Supporting Price Information or Certified Cost or Pricing Data

The Offeror is required to submit certified cost or pricing data in support of the proposal, unless exempted by the Contractor under FAR 15.403-1.

In lieu of submitting certified cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contractor may require additional supporting information, to the extent necessary, to determine whether an exception should be granted, and whether the price is fair and reasonable.

1. For items where pricing is controlled, by law or regulation, by periodic rulings, reviews, or similar actions of a governmental body; identify and submit the controlling document establishing the price offered.
2. For a commercial item exception\*\*, the Offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price of this acquisition. Such information may include:
  - a. For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
  - b. For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
  - c. For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
3. Additional supporting information, to the extent necessary to determine whether the price is fair and reasonable.

Requirements for certified cost or pricing data.

4. If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
  - a. The Offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
  - b. As soon as practicable after agreement on price but before Subcontract award (except for unpriced actions such as letter Subcontracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
5. Subcontract requirements for certified cost or pricing data. If the Offeror intends to issue a subcontract in performance of this requirement and it is expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4, the subcontractor is subject to the above requirements.

The Offeror grants the Contractor or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision and the reasonableness of price. For items priced using catalog or market prices, or law or 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.

\*\*See FAR 2.101 for definition of "commercial."

## **4.9 Evaluation of Options**

Except when it is determined not to be in MSTs' best interest, MSTs evaluates offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate MSTs to exercise the option(s).

MSTs analyzes proposals to determine whether prices are unbalanced and may reject a proposal offer as nonresponsive if it determines that the proposal is materially unbalanced. Unbalanced pricing exists when, despite an acceptable total

evaluated price, the price of one or more-line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

#### **4.10 Representations and Certifications**

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

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

#### **4.11 Anti-kickback Certifications**

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

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

#### **4.12 Organizational Conflicts of Interest – Advisory and Assistance Subcontracts**

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

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

#### **4.13 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.

#### **4.14 Acceptance of Terms and Conditions and Technical Requirements**

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

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

#### **4.15 Proposal Validity Period**

Offeror's proposal shall remain firm for Choose an item days after the proposal due date.

#### **4.16 Financial Capability Determination Information**

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

#### **4.17 Drawings and/or Specifications to be Returned**

The drawing(s) and or specification(s) accompanying this RFP shall be returned to the issuing office when the recipient is non-responsive, or within 30 days of the receipt of notice of award to another Subcontractor.

#### **4.18 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	Compensation Schedule <b>FFP</b>
002	Proposed Lower Tier Subcontractors
003	Lower-Tier Subcontractor Experience Statement
004	Past Performance LPTA
005	Conflict of Interest Disclosure and Representation
006	Foreign National Disclosure
007	Representation and Certification
008	Executive Compensation
009	Agreement, Exceptions, and Assumptions
010	Organizational Conflict of Interest Disclosure
011	Safety Program
012	Safety and Health History
013	Lower-Tier Subcontractor Safety and Health History
014	Certificate of Current Cost or Pricing Data

## Form 001 – Compensation Schedule

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

OTHER DIRECT COSTS								
<i>List the applicable direct costs to be used in the performance of work not included in the Labor or Material Tabs</i>								
ITEM #	OTHER DIRECT COST	DESCRIPTION	QTY	UNIT OF ISSUE	UNIT PRICE	EXTENDED AMOUNT	TOTAL	NOTES:
TOTAL OTHER DIRECT COSTS								

Additional Comments:



**Form 002 – Proposed Lower-Tier Subcontractors**

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

Name & Address	Work Description	Terms*	Value	Business Type *

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

**NOTES: \***

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

\*\* APPROXIMATELY **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 003 – Lower-Tier Subcontractors Experience Statement**

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

**COMPANY NAME:**
**PHONE:**
**CONTACT:**
**FACSIMILE:**
**ADDRESS:**

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

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

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

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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 preceding the due date for proposals specified in the solicitation or are now in progress for the following owners or prime contractors.

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

**Form 004 – Past Performance (USE FOR LPTA)**

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

This company has been engaged in the contracting business under its present business name for \_\_\_\_\_ 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 005 – Conflict of Interest Disclosure and Representation

It is Mission Support and Test Services, LLC (MSTS) policy to avoid situations which place a Subcontractor or Subcontractor's employees in a position in which it may not be able to participate or perform on an equal basis for Contractor-controlled work with other qualified contractors due to impermissible Conflicts of Interest. See, [FAR 3.1101](#). To address this matter, the Subcontractor is to consider the relevant circumstances surrounding this effort to determine if there are any past, present or future interests (financial, contractual, organizational or personal) that could be viewed as a conflict of interest. In addition, the Subcontractor is to consider potential conflicts of interest of all personnel working in a staff augmentation or direct services role for familial relationships at NNSSs in answering the following.

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

**DEFINITIONS:**

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

Government agencies affiliated with NNSs, for purposes of this COI Disclosure includes -

- DOE/NNSA
- U.S. Environmental Protection agency
- U.S. Department of Interior

Subcontractor hereby certifies that ☐ **there is not** or ☐ **there is** a potential conflict of interest by the company or company personnel, to include individuals that will be working under any possible subcontract. If the answer is affirmative, the details associated with the real or potential concerns are disclosed and highlighted in the Subcontractor's proposal. 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>	<b>NAME OF SIGNER</b> <i>(Print):</i>
	<b>TITLE OF SIGNER</b> <i>(Print):</i>
	<b>DATE:</b>
<b>OFFEROR:</b> <i>(Signature of person authorized to sign)</i>	

## Form 006 – Foreign National Disclosure

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

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

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

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

## Form 007 – Representation and Certification

### PURPOSE AND EFFECTS

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

### CONTINUING OBLIGATION

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

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

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

### E-VERIFY

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

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

The OFFEROR certifies that the OFFEROR

☐ Has,

☐ Has not

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

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

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

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

The Offeror and/or any of its Principals –

☐ Are

☐ Are not

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

**Affirmative Action Compliance:** The offeror represents that --

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

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

☐ Have ☐ Have not been filed as required above.

## 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)

- (a) **Definitions.** As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) **Procedures.** The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c) (1) **Representation.** The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
- (End of provision)

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

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

- (a) **Definitions.** As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) **Prohibition.** The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) **Certification.** The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) **Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

Amendment Number \_\_\_\_\_(if none received, enter "None"),

OFFEROR

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Type or Print name)

\_\_\_\_\_  
(Title)

Name of Company:

Offeror's Business Address:

Company Telephone/Fax Numbers:

Email Address:

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

Nevada State Sales Tax Number:

DUNS No.:

Facility Clearance Code:

Unique Entity Identifier (UEI):

NAICS Code:

**237110 Water Sewer and Related Structures Construction**

Small Business Size Standard:

**\$45M**

Accounting Period

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

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

**Business Type: (Check all that apply)**

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

**Minority Type: (Check all that apply)**

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

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

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

Subcontractor's Physical Address:

Street

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

Country

Congressional District

Subcontractor's Fiscal Year

**2. Place of Performance**

Street

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

Country

Congressional District

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

Performing Entity

Parent Company

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

 a) During the previous tax year was the Subcontractor's gross income from all sources under \$300,000? ☐ Yes – skip to signature block ☐ No – answer 4(b)

 b) During the preceding fiscal year was 80% or more of Subcontractor's annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements? ☐ Yes – answer 4(c) ☐ No – skip to signature block

 c) During the preceding fiscal year did Subcontractor have \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements? ☐ Yes – answer 4(d) ☐ No – skip to signature block

 d) Does the public have access to information about the compensation of Subcontractor's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes – skip to signature block ☐ No – complete 4(e)

e) Subcontractor's Top Five Most Highly Compensated Officers

Officer Name

Total Compensation for Preceding Fiscal Year

1.

2.

3.

4.

5.

Print Name &amp; Title of Representative Completing Form

Signature of Authorized Representative

Date

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## 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 \$40,000 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 009 – Agreement, Exceptions, and Assumptions

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

**NAME AND ADDRESS OF OFFEROR:**

**NAME OF SIGNER** *(Print):*

**TITLE OF SIGNER** *(Print):*

**OFFEROR:** *(Signature of person authorized to sign)*

**DATE:**



## **Form 010 – Organizational Conflict of Interest – Representation or Disclosure**

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

### **DISCLOSURE**

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

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

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

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

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

### **REPRESENTATION**

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

### **MSTS AND GOVERNMENT CLIENT**

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

### **DISQUALIFICATION OR TERMINATION**



## Form 011 – 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 012 – 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 013 – 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.**

## Form 014 – Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the OFFEROR and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

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

## PART C – DRAFT SUBCONTRACT

### 1.0 AWARD

<b>Subcontract No.</b> Click here to enter Subcontract No. <b>Modification No.</b> Click here to enter Modification No.	
<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 Claudia Julao Email: julaocj@nv.doe.gov Phone Number: (702) 295-2517	<b>Subcontractor:</b> Click here to enter Subcontractor Name and Address  Point of Contact: Email: Phone Number:

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

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

### 1.1 Statement of Work (SOW)

Except as specified elsewhere in the subcontract, Subcontractor shall furnish all labor and materials necessary and required to satisfactorily perform: Well Testing, Cleaning and Rehabilitation Services Dated: March 13, 2025 Revision: 3. The SOW is incorporated into this subcontract along with all of the other clauses and terms identified herein.

### 1.2 Period of Performance

The term of this Subcontract shall be from April 1, 2026 through March 31, 2031 unless extended by the parties or terminated by other provisions of this Subcontract. The Subcontractor shall provide the materials and services and shall maintain a continuous operation in compliance with this Subcontract for the term specified above.

The Subcontractor shall commence performance of the Work under this Subcontract on the date specified in the Subcontract and shall furnish sufficient forces, facilities, and shall work such hours necessary so as to accomplish the Work within the completion and/or delivery dates specified in the Subcontract.

### 1.3 Contract Type

Firm Fixed Price, Services

## 1.4 Total Value of Subcontract

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

## 1.5 Compensation Schedule

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

## 1.6 Payment Terms

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

## 1.7 Authorized Personnel

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

Procurement Specialist: Claudia Julao  
Procurement Supervisor: Kimberly Kruskie

Email: julaocj@nv.doe.gov  
Email: kruskikl@nv.doe.gov

## 1.8 Designation of Technical Representative

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

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.

## 1.9 Key Personnel

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

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



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

Name	Title/Position
	Project Manager
	On-Site Safety Representative
	Safety Manager
	Lead Well Rehabilitation Specialist

### 1.10 Expediting

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

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

### 1.11 Conflict of Interest

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

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

#### DEFINITIONS:

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

## 2.0 SUBCONTRACT ADMINISTRATION DATA

### 2.1 Invoicing and Payment

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

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

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

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

Invoice images are accepted only in PDF and TIF format with each invoice to be submitted separately. Invoices shall be submitted to [apinvprd@nv.doe.gov](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.

**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.

## **2.2 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.

## **2.3 Notification of Changes in Size and Status**

Subcontractor shall immediately notify Buyer of any change in its small business size and/or socioeconomic status, including but not limited to qualification for the NAICS code applicable to this procurement and/or status as a Disadvantaged, Women Owned, Veteran Owned, Service-Disabled Veteran Owned, and/or HUBZone small business. Upon learning that any information contained in Subcontractor's written representations and certifications; information in the SAM database, including representation and certification information; supporting or explanatory statements and/or documentation; and/or vendor registration information is incorrect, incomplete, or has changed, Subcontractor shall immediately notify Buyer and provide updated or corrected information and a statement of the reason(s) for the update, correction, or change.

Subcontractor shall 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 Subcontractor's failure to comply with Subcontractor's approved Small Business Subcontracting Plan, if applicable; submit required reports or information thereunder; or promptly provide to Buyer any requested information and/or documents described in the preceding paragraph.

## **2.4 Economic Price Adjustment**

The Subcontractor warrants that the unit price stated herein is not in excess of the Subcontractor's applicable established price in effect on the Subcontract date for the quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that:

1. Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
2. Is the net price after applying any standard trade discounts offered by the Offeror.

The Subcontractor shall promptly notify the Contractor of the amount and effective date of each decrease in any applicable established price. Each corresponding Subcontract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Subcontractor's established price, and this Subcontract shall be modified accordingly. The Subcontractor shall certify that:

1. On each invoice the unit price stated in it reflects all decreases required by this clause; or
2. On the final invoice, all required price decreases have been applied as required by this clause.

If the Subcontractor's applicable established price is increased after the Subcontract date, the corresponding Subcontract unit price shall be increased, upon the Subcontractor's written request to the Contractor, by the same percentage that the established price is increased, and the Subcontract shall be modified accordingly, subject to the following limitations:

1. The aggregate of the increases in any Subcontract unit price under this clause shall not exceed 10 percent of the original Subcontract unit price.
2. The increased Subcontract unit price shall be effective (i) on the effective date of the increase in the applicable established price if the Contractor receives the Subcontractor's written request within 10 business days thereafter; or (ii) if the written request is received later, on the date the Contractor receives the request.
3. The increased Subcontract unit price shall not apply to quantities scheduled under the Subcontract for delivery before the effective date of the increased Subcontract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Subcontract, within the meaning of the Default clause.
4. No modification increasing a Subcontract unit price shall be executed under this paragraph C until the Contractor verifies the increase in the applicable established price.
5. Contractor may terminate this Subcontract in accordance with the Termination clause(s) of this Subcontract at any time prior to delivery and acceptance of any items under this Subcontract, including items, which would be affected by a price increase under this clause.

## **2.5 Subcontracting Plan**

The Subcontractor's Small Business Subcontracting Plan is hereby incorporated into and made a part of this Subcontract. A Subcontracting Plan shall be submitted and approved by the Procurement Specialist



and shall be made part of the resultant subcontract in accordance with FAR Clause 52.219-9 (Jun 2020), Alt II (Nov 2016), "Small Business Subcontracting Plan."

Subcontractor shall use the attached "Subcontracting Plan Template."

The approved Subcontracting Plan must be submitted through the Electronic Subcontracting Reporting System (eSRS), at [www.esrs.gov](http://www.esrs.gov).

An **Individual Subcontract Report** must be submitted semi-annually during Subcontract Performance for the periods ending March 31<sup>st</sup> and September 30<sup>th</sup>. A separate report is required at contract completion. Reports are due 15 days after the close of each reporting period (April 15 and October 15). Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. Reports are submitted electronically at [www.esrs.gov](http://www.esrs.gov), Electronic Subcontracting Reporting System. Report instructions are posted on [www.esrs.gov](http://www.esrs.gov); choose "eSRS Contractor Guide."

A **Summary Subcontract Report** must be submitted annually during Subcontract Performance for the twelve months ending September 30<sup>th</sup>. A separate report is required at contract completion. Reports are due 15 days after the close of the reporting period (October 15). Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. Reports are submitted electronically at [www.esrs.gov](http://www.esrs.gov), Electronic Subcontracting Reporting System. Report instructions are posted on [www.esrs.gov](http://www.esrs.gov); choose "eSRS Contractor Guide."

Failure of the Subcontractor to comply in good faith with the MSTS approved Small Business Subcontracting Plan shall be considered a material breach of this Subcontract and shall be a basis for terminating this Subcontract.

Upon request from the Contractor, Subcontractor shall promptly provide any requested information and/or documents relating to its subcontracting of any portion of this Subcontract, including information regarding or relating to the small business size and socioeconomic category status of any of its subcontractors. Failure to promptly provide such information shall be a material breach of this Subcontract and shall be a basis for terminating this Subcontract.

Subcontractor shall 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 Subcontractor's failure to comply with Subcontractor's approved Small Business Subcontracting Plan, submit required reports or information thereunder, or promptly provide to Contractor any requested information and/or documents described in the preceding paragraph.

## **2.6 Milestone Payments – Schedule of Quantities and Prices**

### **A. Firm-Fixed-Price Milestone Payments**

Milestone Payments shall be made for the successful completion of the Line Items identified as Milestone Payments in the Compensation Schedule, Attachment Click here to enter text. Milestone Payments shall be made in accordance with the Invoicing and Payment clause. All milestone payments in the aggregate (as discussed below) for the subcontract shall be equal to the Total Firm-Fixed-Price identified in the Compensation Schedule.

Milestone payments shall be made to the Subcontractor when requested at the completion of the subcontract stipulated performance milestones, described forthwith.

Each milestone payment shall be the amount set forth in this subcontract for completion of the respective milestone.

Item Number	Description of item	Completion Date	Payment Percent	Milestone or Progress Payments
01	Task 1 - MOBILIZATION TO NNSS	TBD	TBD	Milestone
02	Task 2 - EQUIPMENT SET-UP	TBD	TBD	Milestone
03	Task 3 - WELL PUMP REMOVAL	TBD	TBD	Milestone
04	Task 4 - PRE-REHABILITATION VIDEO INSPECTION	TBD	TBD	Milestone
05	Task 5 - WELL REHABILITATION 5.1. Specific Capacity Measurement 5.2. Brushing Well 5.3. Acid Treatment 5.4. Polyphosphate Treatment 5.5. Chlorine Treatment	TBD	TBD	Milestone
06	Task 6 - DISINFECT WELL	TBD	TBD	Milestone
07	Task 7 - POST-REHABILITATION VIDEO INSPECTION	TBD	TBD	Milestone
08	Task 8 - POST REHABILITATION WELL CASING INSPECTION	TBD	TBD	Milestone
09	Task 9 - PUMP REINSTALLATION	TBD	TBD	Milestone
10	Task 10 - SAND CONTENT TEST	TBD	TBD	Milestone
11	Task 11 - DEMOBILIZATION FROM NNSS	TBD	TBD	Milestone
	<b>Total Amount</b>			

### 3.0 TECHNICAL REQUIREMENTS

#### 3.1 Contractor-Furnished Drawings, Specifications & Statements of Work

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



### **3.2 Drawing Approval**

The Subcontractor shall submit [Click here to enter number](#) sets of design drawings for Contractor approval within [Click here to enter number](#) days after receipt of the Subcontract and prior to start of fabrication. These drawings must include sufficient data for evaluation.

### **3.3 Drawings and/or Specifications**

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

## **4.0 PACKAGING, MARKING, AND TRANSPORTATION INSTRUCTIONS**

## **5.0 DELIVERIES OR PERFORMANCE**

### **5.1 Payment upon Delivery**

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

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

### **5.2 Subcontract Schedule**

Subcontractor shall, within ten (10) calendar days from and after Subcontractor's receipt of written notice to proceed, and, in any event, prior to performance of Work, submit to Contractor for approval a detailed Subcontract Schedule meeting the Period of Performance dates and shall show all activities and sequence of operations needed for the orderly performance and completion of any separable parts of any Work, inclusive of off-Site Work, and all Work in accordance with this Subcontract.

The Subcontract Schedule shall be complete in all aspects and shall include personnel forecast by classification. Subcontractor shall promptly inform Contractor of any proposed change(s) in the schedule and shall furnish Contractor with a revised schedule within ten (10) calendar days after approval by Contractor of such change. The schedule shall be kept up to date, taking into account the actual progress of Work and shall be revised, if necessary, every thirty (30) calendar days. The revised schedule shall, as determined by Contractor, be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in this Subcontract.

The Subcontractor shall enter the actual progress on the schedule as directed by the STR, and upon doing so shall immediately deliver three copies of the annotated schedule to the STR. If, in the opinion of the Procurement Specialist, the Subcontractor falls behind the approved schedule, the Subcontractor shall take steps necessary to improve its progress, including those that may be required by the Procurement Specialist, without additional cost to the Contractor. In this circumstance, the Procurement Specialist may require the Subcontractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Procurement Specialist deems necessary to demonstrate how the approved rate of progress will be regained.

Failure of the Subcontractor to comply with the requirements of the Subcontract Administrator under this clause shall be grounds for a determination by the Procurement Specialist that the Subcontractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Subcontract. Upon making this determination, the Procurement Specialist may terminate the Subcontractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

### **5.3 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.

## **6.0 INSPECTION, ACCEPTANCE, AND QUALITY ASSURANCE REQUIREMENTS**

### **6.1 Inspection of Services**

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

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

accordance with the clause entitled "Termination for Default" of the General Conditions of this Subcontract.

## **6.2 Inspection and Acceptance**

- (a) The Government, through any authorized representatives, has the right at all reasonable times, to inspect, conduct oversight, evaluate, or otherwise assess the work (including construction work) performed or being performed hereunder and the premises in which it is being performed. If any inspection, oversight, or evaluation is made by the Government on the premises of the Contractor or a Subcontractor, the Contractor shall provide and shall require the Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- (b) Government inspection, oversight, evaluation, and other assessments of Subcontractor performed work are for the sole benefit of the Government, and do not:
  - (1) Relieve the Subcontractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Subcontractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work.
- (c) The presence or absence of a Government representative, performing inspection, oversight, evaluation or assessment does not relieve the Subcontractor from any contract requirement, and does not change any term or condition of the specification.
- (d) For construction work:
  - (1) "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
  - (2) Acceptance of construction work shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
  - (3) Acceptance of all work and effort under this subcontract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any authorized representative, as designated in writing by the Contracting Officer.

## **7.0 SPECIAL SUBCONTRACT REQUIREMENTS**

### **7.1 Human Research**

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

### **7.2 Lowest Price Warranty**

Subcontractor warrants that the prices set forth in this Subcontract do not exceed those charged by Subcontractor to any other customers purchasing the same item in like or comparable quantities.

The Contractor or an authorized representative shall have the right to examine the records of the Subcontractor as necessary to assure that the prices charged under this Subcontract do not exceed those charged by the Subcontractor to any other customer purchasing the same item(s) in like or comparable quantities.

### 7.3 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.

Las Vegas Operations (LVO) business hours are 7:00 a.m. to 4:30 p.m., (PST) Monday through Thursday and 7:30 a.m. to 4:00 p.m. (PST) on Friday (5/8-hour days).

Due to the use of chemicals in the well and need to minimize the total period the well is out-of-service, the SUBCONTRACTOR has the option to operate on a 12-hour/day, 7 days/week schedule. The SUBCONTRACTOR shall coordinate and/or obtain approval through the STR and/or the Procurement Specialist at least 2 weeks in advance of the need to operate outside the general NNSS work week hours. The CONTRACTOR will support the SUBCONTRACTOR'S work at all times, including during periods of 12/7 operations.

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

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

\*\*Winter Holiday - December 28, December 29, and December 30

\*These holidays may not be applicable to all 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.

### 7.4 Requirements Subcontract

1. This is a Requirements Subcontract to obtain periodic delivery of the supplies or services specified in the Subcontract. Delivery or performance shall be requested only by authorized releases, tasks, on-line orders, P-card orders, etc., issued in accordance with the terms of this requirements Subcontract.
2. The quantities of supplies or services if specified herein are estimates only. The Buyer is obligated only to the extent of authorized delivery requests submitted to the Subcontractor.
3. Buyer will attempt to use this Requirements Subcontract as a preferred source for the specified supplies or services.

## **7.5 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-43, Aug 2018)**

- 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 Labor Standards statute, (41 U.S.C. Chapter 67), 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 becomes applicable to this subcontract under law.
- e) 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.
- f) The Subcontractor shall notify 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.



## **7.6 Subcontractor Non-Disclosure Agreement**

This Subcontract is subject to the Third-Party Non-Disclosure Agreement. Upon request, the Subcontractor shall complete the form and submit it to the designated Procurement Specialist.

## **7.7 Intellectual Property Agreement**

Intellectual property comprises patents, trademarks, copyrights, mask works, protected CRADA information and other forms of comparable property rights protected by Federal Law and other foreign counterparts.

All Subcontractors have a responsibility to disclose any intellectual property (IP), such as inventions, discovery or software if it is conceived or first actually reduced to practice under the Subcontract. Report all IP to the Technology Partnerships and IP office by completing MSTS form FRM-1698 Technology Abstract (Record of Invention) and emailing to TPIP@nv.doe.gov.

## **7.8 Nuclear Safety and Indemnity**

The provisions of 48 CFR 952.250-70, Nuclear Hazards Indemnity Agreement, are incorporated by reference into these terms and conditions for the delivery of any product or service that has nuclear safety implications. Subcontractor shall flow down these provisions to all Subcontractors and suppliers unless expressly waived in writing by Contractor.

Subcontractor will be indemnified by the U.S. Department of Energy (DOE) against (1) claims for public liability, and (2) legal costs arising from any nuclear incident under the provisions of 48 CFR 952.250-70. However, Subcontractor and its lower-tier Subcontractors and suppliers that are indemnified are subject to civil penalties under provisions of the Atomic Energy Act of 1954, as amended, for violations of DOE nuclear safety related rules, regulations, and orders. In addition, directors, officers, and employees of Subcontractor and its lower-tier Subcontractors and suppliers that are indemnified are subject to criminal penalties for knowing and willful violations.

## **7.9 Contractor Employee Whistleblower Rights and Requirement To 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.

## **7.10 Contractor-Furnished Utilities, Facilities, Materials and Equipment**

Contractor shall furnish the utilities, facilities, materials, equipment, and training listed below without cost to the Subcontractor as identified in the SOW. Utilities will be furnished at outlets and/or connections existing on the Nevada National Security Site (NNSS) and Subcontractor shall, at its expense, extend such utilities from said outlets to points of use and at completion of the entire Work remove all materials and equipment used for such extensions. Use of facilities shall be subject to prior written approval of Contractor. Contractor will furnish to Subcontractor, at designated locations, the materials and equipment listed below to be incorporated into or used in performance of the Work. Subcontractor shall, at its

expense, accept delivery thereof, load, unload, transport to points of use and care for the materials and equipment until final disposition thereof. In the event the Contractor furnishes Subcontractor personal property deemed Sensitive Property, Subcontractor shall sign a Sensitive Property Receipt indicating the name and signed by the individual who will be responsible for the property item until it is returned to the Contractor. "Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals. All equipment and other property furnished by the Contractor and/or Government to the Subcontractor shall be documented and managed by the Subcontractor in accordance with FAR Clause 52.245-1, Government Property.

Contractor will exert every reasonable effort to make delivery of items identified in the SOW to avoid delay in the progress of the Work.

### 7.11 Permits and Responsibilities

- (a) Except for permits furnished by the Contractor as specified in paragraph (b), the Subcontractor shall, without additional expense to the Contractor, be responsible for obtaining any and all necessary licenses and permits.
- (b) The Contractor will without cost to the Subcontractor, furnish the permits listed in the SOW. All such Contractor-furnished permits are available for examination at the project office of Contractor during regular business hours.
- (c) The Subcontractor shall also be responsible and liable for all materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Subcontract.

### 7.12 Service Contract Labor Standards Reporting Requirements

Subcontractor shall report annually by October 15 services performed under this Subcontract during the preceding fiscal year (October 1-September 30).

The Subcontractor shall report the following information:

- 1. Subcontract number (including subcontractor name and DUNS number); and
- 2. The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

This information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

### 7.13 Approval of Subcontractor's Lower-Tier Subcontractors

All lower-tier subcontractors performing work under this Subcontract shall have prior approval of Contractor.

Subcontractor shall not replace any approved lower-tier subcontractors without the prior written authorization of Contractor.

Company Name	Work Description	Contact/Phone Number



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## **7.14 Requirements 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 Statement of Work 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.

## **7.15 Options**

Contractor has included an option to extend the term of this Subcontract. In order to demonstrate the value MSTS places on quality performance, Contractor has provided a mechanism for continuing a contractual relationship with a successful Subcontractor that performs at a level which meets or exceeds quality performance expectations. When deciding whether to exercise the options, the Subcontract Administrator will consider the quality of the Subcontractor's performance under this subcontract.

MSTS may exercise its option to acquire the optional services prior to the expiration of this Subcontract. MSTS shall issue a written notice of its intent to exercise the option thirty (30) business days prior to the option's effective date. The actual exercise of the option shall be formalized via a Subcontract modification.

This Subcontract includes the option(s) to extend the term identified herein. The total period of performance of the Subcontract includes the base period plus the optional period(s) exercised by MSTS. MSTS will exercise the option(s) by providing written notice to the Subcontractor prior to expiration of the current effective period.

- Option 1 - April 1, 2027 to March 31, 2028
- Option 2 – April 1, 2028 to March 31, 2029
- Option 3 – April 1, 2029 to March 31, 2030
- Option 4 – April 1, 2030 to March 31, 2031

## **7.16 Substitutions**

The substitution of any items specified on this Subcontract requires prior Buyer's approval before shipment. Unauthorized substitutions may result in rejection of the substituted items at the Buyer's receiving dock and/or delay of payment.

## **8.0 ON-SITE SPECIAL SUBCONTRACT REQUIREMENTS**

### **8.1 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. The Certificates shall identify on their face the project name and the applicable subcontract number. 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 Subcontractors 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 the hauling and/or rigging of property in excess of \$300,000, Subcontractor shall also carry "All Risk" Transit Insurance, or "All Risk" Motor Truck Cargo Insurance, or such similar form of insurance that will insure against physical loss or damage to the property being transported, moved or handled by Subcontractor pursuant to the terms of this subcontract. Such insurance shall provide a limit of not less than the replacement cost of the highest value single lift or highest value being moved, whichever is greater.
2. Involve investigation, removal or remedial action concerning the actual or threatened escape of hazardous substances, Subcontractor shall also carry Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall provide coverage for both sudden and gradual occurrences arising from the Work performed under this subcontract. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than five years. Such insurance shall include a three-year extended discovery period.
3. Involve treatment, storage or disposal of hazardous wastes, Subcontractor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Environmental Liability Insurance in the amount of not less than \$5,000,000 per occurrence/annual aggregate.
4. 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:

Mission Support and Test Services, LLC  
P.O. Box 98521, M/S NLV018  
Las Vegas, NV 89193-8521

Attention: Claudia Julao

Reference: Subcontract No. TBD

## **8.2 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 F(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 F. 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>

## **8.3 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).

#### **8.4 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.

#### **8.5 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).

#### **8.6 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.

## **9.0 SUBCONTRACT CLAUSES**

### **9.1 Service Contract Labor Standards Wage Determination**

This Subcontract is subject to the Service Contract Labor Standards Statute. In accordance with the SCLS the Subcontractor shall pay service employees, employed in the performance of this Subcontract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

The applicable Wage Determination for this Subcontract can be found in the List of Subcontract Attachments section. During the term of this Subcontract, MSTS may unilaterally modify this Subcontract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the Subcontractor has to adjust rates payable to employees covered by the SCLS in order to comply with the specified minimum wages and fringe benefits, the Subcontractor may request an equitable adjustment in accordance with the provisions of this Subcontract.

### **9.2 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 and Submittal Register	3	3/13/2025
2	Compensation Schedule	1	1/29/2026
3	Exhibit C - General Conditions Firm Fixed Price Services	1	10/20/2025
4	Exhibit E – Environmental, Safety, & Health Requirements	2	5/20/2025
5	Exhibit F – Security Requirements	1	2025
6	Small Business Subcontracting Plan Template		6/2020

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

☐ If checked, Subcontractor signature not required

Authorizing Signatures:

Click here to enter Subcontractor Name.

Mission Support and Test Services, LLC

Name	Date	Name	Date
Title		Title	
Phone:		Phone:	