



September 10, 2025

Dear Prospective Offeror,

Request for Proposal NO: 0019949-AJ-25 - Master Agreement - New Mercury Essential Services Complex Design – Build Construction Services

Mission Support and Test Services, LLC, (MSTS), requests proposals for an Indefinite Delivery, Indefinite Quantity (IDIQ) Master Agreement for Architectural/Engineering Design and Construction for the Essential Services Complex. 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 10:00 A.M. PST on October 13, 2025.

A mandatory Pre-Proposal Conference/Job Walk will be held on September 30, 2025. Details of the Pre-Proposal Conference will be provided in a subsequent communication. Proposals will only be accepted from vendors who have attended the pre-proposal conference and Offerors shall not be reimbursed for the cost of attending. Please provide the names and contact information for all personnel who will be attending the Pre-proposal Conference by 4:00 PM on September 15, 2025. Offerors are requested to limit the number of Pre-Proposal Conference attendees to no more than three (3) individuals per company.

Questions due by October 6, 2025 at 4:00 P.M. PST.

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

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

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

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

MSTS looks forward to your response.

Thank you,

Amy Justice
Principal Procurement Specialist
(651) 303-9182
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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 Indefinite Delivery, Indefinite Quantity (IDIQ) Master Agreement Firm Fixed Price type of subcontract to provide New Mercury Essential Services Complex Design – Build Construction 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 236220 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$45,000,000.00.

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 10:00 A.M. PST on October 13, 2025.

2.1 Late Proposals

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

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

2.2 Proposal Changes

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

2.3 Withdrawal

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

2.4 Notification of Intent to Propose

Buyer requests that each prospective Offeror notify the Procurement Specialist by email no later than 4:00 PM PST on September 15, 2025 whether the Offeror intends to submit a proposal in response to this RFP. The Offeror may transmit the notification to the Procurement Specialist via email.

2.5 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than 4:00 P.M. PST on October 6, 2025. 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.

Amy Justice
JUSTICAL@nv.doe.gov

3.0 Basis for Award

MSTS may award one IDIQ Master Agreement (subcontract) as a result of this solicitation. Award will be made to the Offeror who is considered to be the overall Best Value to the government. 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 Mandatory Minimum Requirements

MSTS has established the following minimum mandatory "qualification standards" requirements to be evaluated on a "Go/No-Go" basis that must be fully met in order for an Offeror to be considered for award. These standards identify the minimum requirements that are key to successful contract performance.

The Offeror's proposal must meet all qualification standards before advancing in the proposal evaluation process. Those proposals are evaluated to "Go" or meet qualification standards will then be evaluated against the evaluation factors as further defined in Section 3.2. Those proposals that receive a "No-Go" rating will be removed from further consideration for award.

3.1.1. Mandatory Qualification Standards

3.1.1.1. **Standard No. 1:** The Subcontractor shall possess a minimum of ten (10) years in performing A/E design, turn-key construction services (including construction management), training and warranty repair for projects similar in size, scope and complexity as contemplated under the Agreement.

3.1.1.2. **Standard No. 2:** Subcontractor's proposed Key personnel shall possess the following:

- Construction Manager: Minimum of ten (10) years of experience managing large scale construction work, similar in type, scope, and complexity as will be requested under the Agreement.
- Project/Task Order Manager: Minimum of five (5) years of experience in project management activities associated with large scale construction work, similar in type, scope, and complexity as will be requested under the Agreement.
- Superintendent: Minimum of five (5) years of experience managing large scale construction work, similar in type, scope, and complexity as will be requested under the Agreement.
- Quality Control Manager (QCM): Minimum of seven (7) years of experience in Quality Assurance / Quality Control. Quality Control Manager shall have minimum ACI Concrete Field Testing Technician - Grade 1 certification and Certified Quality Inspector (CQI) certification, USACE QAQC certification (or equivalent). QCM must be familiar with United States Gypsum (USG) five levels of finish and use of a hygrometer for moisture testing prior to installation of wall and floor finishes. Quality Control Manager must have good vision acuity (20/40 or better) and properly perceive color (or pass color perception testing). Inspection disciplines required may include Civil/Structural; Geometric Dimensioning & Tolerancing; Instrumentation; Material; Mechanical; Pressure Testing; or Welding and Nondestructive Examination.
- Safety Representative: Shall possess one of the following listed Requirement I and meet the criteria listed in Requirement II and Requirement III:
 - Requirement I
 - A degree in Occupational Safety OR
 - Hold the designation of a Certified Safety Professional OR
 - Hold the designation of an Associate Safety Professional with a minimum of 1-year documented safety experience AND
 - Requirement II: Occupational Health and Safety Technician or Construction Safety and Health Technician certification in addition to three (3) years of experience in the field providing safety duties.
 - Requirement III: Documented five (5) years full-time safety experience (100% safety work). A list of projects and description of duties where person was a full-time safety professional will be provided by the Offeror.

3.1.1.3. **Standard No. 3:** The Subcontractor's Safety Program must clearly reflect an understanding of the health and safety issues associated with the project of this scope and comply with Exhibit E – Environmental, Safety & Health Requirements.

The Subcontractor and its Lower-Tier Subcontractors will be reviewed on their safety and health history as defined in Form 013, Form 014, and Form 015. An Experience Modification Rate (EMR) of 1.0 or less is acceptable. If an EMR for any year exceeds 1.0, the SUBCONTRACTOR and/or the LOWER-TIER SUBCONTRACTORS shall supply an explanation that clearly explains the excessive rate and that, the anomaly causing that excess was not easily preventable using sound safety practice.

The Subcontractor and its Lower-Tier Subcontractors shall submit their Lost Time Incidence Rate (LTIR), Days Away, Restricted, or Transferred Score (DART), and Total Recordable Incident Rate (TRIR) in addition to the completed Form 013, Form 014, and Form 015.

3.2 Tradeoff Selection Process

Award may be made to the Offeror submitting the best proposal in which both cost/price and other specifically defined factors will be the basis of award. Proposals will be evaluated to determine the response that provides the best value to Buyer and the Government, considering cost/price and technical criteria; with technical rated higher than cost/price. The Buyer will select the Offeror whose proposal is technically acceptable and who's technical and price relationship is most advantageous to the Buyer and the Government. The Buyer will award to an Offeror, other than the lowest responsive and responsible Offeror, if the evaluation indicates that the Offeror's proposal is sufficiently superior from a technical standpoint so as to warrant payment by the Buyer of a premium (i.e., difference in price between the superior proposal and lower responsive proposals) for such superiority. The proposed price between Offerors in the competitive range, especially between proposals which have fairly equal technical ratings, may be the major deciding factor in selection of a proposal for award. Buyer shall not select a proposal whose proposed price is disproportionately greater than the added benefit to the Buyer/Government of any technical superiorities.

Technical/Business Evaluation Criteria

The following scored evaluation criteria, which are listed in order of significance, are the technical and business criteria that will be used along with cost or price in determining which Offeror will be selected (if at all) for an award. The scored evaluation criteria are listed in descending order of importance: Criterion one (1), Engineering, Procurement, and Construction (EPC) Qualifications/Experience (consisting of Sub-criterion 1a and Sub-criterion 1b) are of the highest importance. Criterion two (2), Project Management Plan is lower in importance than Criterion one (1) but higher in importance than Criterion three (3), Technical Approach and Criterion four (4), Past Performance. Criterion three (3), Technical Approach is more important than Criterion four (4), Past Performance. Criterion four (4), Past Performance is the lowest in importance.

NOTE: Failure of the Offeror to provide complete information may impair the Contractor's ability to accurately evaluate the proposal, resulting in potentially lower scores for one or more of the Criteria described below and/or elimination of the proposal from further consideration.

A. Criterion 1: Engineering, Procurement, and Construction (EPC) Qualifications/Experience

OFFEROR and all Lower-Tier Subcontractors shall demonstrate that each has experience in construction projects building similar commercial buildings. Specifically, OFFEROR shall demonstrate the following:

- **Sub-criterion 1a. - Design Build Experience:** OFFEROR shall explain and demonstrate that it has experience in design - build projects similar in size, scope, and complexity as that requested under the requirement. The OFFEROR shall provide its overall methodology of successful execution of the work, including the process the company uses to ensure the quality of performance while mitigating issues. OFFERORS shall include examples of projects of a similar or reasonably similar nature which were completed or which were ongoing within the last three (3) year period preceding the proposal due date.
 - i. Provide an overall methodology of successful execution of such.
 - ii. Include specific examples of projects completed. Examples shall reflect scope similar to that requested in this Request for Proposal.
 - iii. Include from Form 005, Past Performance and Form 004 Lower-Tier Subcontractor Experience Statement.
 - iv. Standard Form SF 330, Architect-Engineer Qualifications for Architects and Engineers will be used to support the evaluation of this criteria.

Higher scores will be given to the Offerors that have multiple Design-Build experience in projects of similar scope/size.

- **Sub-criterion 1b. - Prior Experience (SUBCONTRACTOR and LOWER-TIER SUBCONTRACTOR(s) working together):** OFFEROR shall provide information regarding the number of projects, with a general description of the work to be performed and the role each company was responsible for, in which the Architectural and Engineering (A&E) Subcontractor and the Construction Subcontractor (if separate entities) have worked together in the past. In addition, OFFEROR shall provide information regarding the number of projects, with a general description of the work to be performed and the role each company was responsible for, in which the OFFEROR and any other lower- tier subcontractors have worked together in the past. OFFEROR shall provide a general description of those projects and their overall role in the project (e.g. were there other A&E Contractors involved?).

Offerors that have experience working with the proposed lower-tier subcontractors in multiple projects of similar scope/size/complexity will achieve a higher score.

B. Criterion 2: Project Management Plan:

The OFFEROR shall submit a narrative in accordance with Form 006 Project Organization Description, describing its plan for project execution from design through construction, inclusive. The plan must demonstrate a full understanding of the Statement of Work (SOW) for this project and must contain the following elements:

- **Project Management Plan (PMP)** – Provide a specific PMP that demonstrates how design/build planning and execution shall be performed as well as what quality assurance methods will be employed to ensure coordination and reviews are completed. PMP to include a high-level work breakdown structure and organization chart that shows key personnel. The organization chart shall also show the organization of lower-tier subcontractors with a brief description of their roles and responsibilities.
- **Project Schedule** – Provide a schedule that aligns with dates provided in the Statement of Work (Exhibit B) that also includes design and construction key milestones including, design development and review cycles, and activities such as Title III support.
- **Resumes** – Provide resumes of key personnel to include but not limited to Project/Task Order Manager, Construction Manager, On-Site Safety Representative, On-site Superintendents, On-site Quality Assurance along with Standard Form SF 330, Architect-Engineer Qualifications for Architects and Engineers. OFFEROR and proposed lower-tier subcontractors shall demonstrate qualifications, licensing, and certifications in accordance with the Master Statement of Work in Section B-6, Qualifications, Licensing, Certifications.

Higher scores will be given to the Offerors that better demonstrate their understanding of the statement of work through their Project Management Plan and schedule. In addition, resumes of employees with more relevant qualifications/education/experience will receive a higher score.

C. Criterion 3: Technical Approach

OFFEROR shall demonstrate its understanding of the technical approach to the project. The OFFEROR must provide a design concept utilizing the technical and functional requirements as part of their proposal that clearly demonstrates how the programming requirements will be addressed. The design concept shall include the following::

- Architectural, structural, civil, fire protection, fire alarm and detection, plumbing, mechanical, electrical, communications, and CONTRACTOR security's system technical approach to address the requirements of the specification and Statement of Work. A description of each system/discipline approach for this building shall be provided.

- Must demonstrate understanding of programming requirements.
- Design concept shall have a site plan, external elevation views (with labeling of material types), floor plan that demonstrates validation of programming spaces and an understanding of security requirements, and product literature of furnishings. External elevation views should depict photo realistic exterior finishes of building. Provide color renditions D size as part of proposal package.
- The OFFEROR shall describe the processes it utilizes to safeguard the integrity and oversight of the A&E deliverables identified in the Technical Specification and provide examples of types of drawings, specifications, reports, and analysis.

OFFERORs that demonstrate processes that ensure quality engineering deliverables will be rated higher.

The technical approach/design concept will be evaluated to determine the degree to which it demonstrates that the OFFEROR understands the technical and programming requirements of the Work. Higher scores will be awarded to OFFEROR that provides proposals showing more detail than requested or additional points will be provided if process for utilizing/modifying existing design package is described.

D. Criterion 4: Past Performance (Complete Past Performance Form)

OFFEROR shall submit Past Performance Questionnaires. Questionnaires are to be completed and submitted by the reference, not the OFFEROR. The OFFEROR will provide Form 005, Past Performance Questionnaire to companies who will furnish past performance data on the OFFEROR's firm directly to Mission Support and Test Services, LLC.

The OFFEROR shall include in its proposal the list of companies selected to submit a Past Performance Questionnaire, including the company name, address, and phone number.

Higher scores will be given to OFFERORs that receive favorable ratings on their questionnaires. The OFFEROR'S past performance information shall be evaluated to determine the degree to which it demonstrates that the OFFEROR WILL successfully perform the Work. CONTRACTOR may consider any past performance information available from other sources in addition to the Past Performance Questionnaires.

Note: OFFEROR for which past performance information is not received or is not otherwise available from other sources shall not be rated favorably or unfavorably for this criterion.

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.
- Response to Criterion 1 through Criterion 4 as defined in Section 3.1, Tradeoff Process.
- Resumes of proposed Key Personnel.
 - Construction Manager
 - Project/Task Order Manager
 - Site Superintendent
 - Quality Control Manager

- Quality Representative
- Safety Representative
- Preliminary Subcontract Work Plan and Schedule for the Project in the Critical Path Method (CPM) format addressing as a minimum the milestone dates listed in Section 3.2, Sequencing of the SOW.
- 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 35 pages, describing its plan for Subcontract execution. This plan should be developed in conjunction with the organizational chart, resumes, and proposed lower-tier subcontractors/vendors. The narrative shall explain the management approach to this project as well as the flow of work from start to conclusion.
- Include capacity to perform information that links directly to each function listed on the organizational chart (i.e., the name of the person and the percentage of utilization in the program).
- Statement of compliance with subcontract insurance requirements, including confirmation that all required insurance certificates will be provided prior to any on-site work.
- Forms
 - Form 003: Proposed Lower-Tier Subcontractors
 - Form 004: Lower-Tier Subcontractor Experience Statement
 - Form 005: Past Performance
 - Form 006: Project Organization
 - Form 013: Safety Program
 - Form 014: Safety and Health History
 - Form 015: Lower-Tier Subcontractor Safety and Health History

4.4.2 Volume II – Business and Price Proposal

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

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

- Small Business Subcontracting Plan
- Forms
 - Form 001: Price Summary Index
 - Form 002: Pricing for Changes

- Form 007: Conflict of Interest Disclosure and Representation
- Form 008 Foreign National Disclosure
- Form 009: Representation and Certifications
- Form 010: Executive Compensation
- Form 011: Agreement, Exceptions, and Assumptions
- Form 012: Organizational Conflict of Interest Disclosure
- Form 016: Cost Accounting Standards Notices and Certifications

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

SUBCONTRACT MODIFICATION SUMMARY LEVEL BREAKDOWN

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

1. Labor shall be listed by labor category, work description, unit of measure, quantity, hourly labor rate burdened and unburdened, a description of the burden categories and burden amounts (i.e., %), and extended total. This shall also include a written explanation of the basis for the estimated labor hours for each labor category.
2. Materials shall be listed by item, stock number where applicable, unit of measure, unit price, quantity, and extended total. Miscellaneous items shall be completely defined. This shall also include a written explanation of the basis for the estimated materials quantities for each material type.

3. Equipment shall be listed by item, model number where applicable, unit of measure (daily, weekly, monthly), unit price, quantity, and extended total. This shall also include a written explanation of the equipment needs.
4. Additional design if required shall include the price of preparation of all detailed drawings, engineering specifications, a material list, and submittal of design drawings for review. Provide breakdown of design prices for both Design – 60 % Draft (Title II) and Design – 100 % Complete (Title III). This shall also include a written explanation of the necessity for additional design work.

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

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

4.6 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 Representations and Certifications

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

1. The representation and certification information on the Representation and Certifications form is accurate and complete as of the date of the offer.
2. All statements and explanatory documentation submitted are current and accurate.
3. Offeror complies with all requirements of State of Nevada statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities.
4. All Offeror employees who may work on MSTS premises or on Site are not under the influence of controlled substances, drugs, or alcohol. Offeror agrees to the testing of assigned employees under MSTS program for controlled substances.
5. Offeror's information from the Representations and Certification Form shall be current, accurate and complete and is not greater than 12 months old.

4.10 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.

5.0 Additional Information

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

5.1 Acceptance of Terms and Conditions and Technical Requirements

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

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

5.2 Proposal Validity Period

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

5.3 Financial Capability Determination Information

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

5.4 Foreign Nationals

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

5.5 Proprietary Data Submittals

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

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

PART B – SOLICITATION FORMS

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

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

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

Form No.	Title
001	Price Summary Index Firm, Fixed Price
002	Pricing for Changes
003	Proposed Lower Tier Subcontractors
004	Lower-Tier Subcontractor Experience Statement
005	Past Performance Best Value Tradeoff
006	Project Organization Description
007	Conflict of Interest Disclosure and Representation
008	Foreign National Disclosure
009	Representation and Certification
010	Executive Compensation
011	Agreement, Exceptions, and Assumptions
012	Organizational Conflict of Interest Disclosure
013	Safety Program
014	Safety and Health History
015	Lower-Tier Subcontractor Safety and Health History
016	Cost Accounting Standards Notices and Certifications

Form 001 – Price Summary Index

Please find form 001 – Pricing Summary Index included with this Solicitation as an Excel file.

Task Order 1 - Preconceptual Site Plan				
Item No.	Task Description	Quantity	UOM	Total Price
1	Labor		Hrs	
2	Material Item Costs		Job	
3	Other Direct Costs		Job	
4	Lower-Tier Costs		Job	
5	B&O Tax		Job	
Firm, Fixed Price				\$0.00

Task Order 2 - Civil Design				
Item No.	Task Description	Quantity	UOM	Total Price
1	Labor		Hrs	
2	Material Item Costs		Job	
3	Other Direct Costs		Job	
4	Lower-Tier Costs		Job	
5	B&O Tax		Job	
Firm, Fixed Price				\$0.00

Task Order 3 - Civil Execution					
Item No.	Task Description	Quantity	UOM	Unit	Total Price
1	Operational Overheads	1	Job		\$0.00
2	Bonds and/or Irrevocable Letter of Credit	1	Job		
A	Payment Bond or ILC	1	Job		
B	Performance Bond	1	Job		
C	Insurance	1	Job		
3	Mobilization	1	Job		\$0.00
4	Demobilization	1	Job		\$0.00
5	Ground Scans	1	Job		\$0.00
6	Earthwork	1	Job		\$0.00
7	Grading	1	Job		\$0.00
8	Site and Building Exterior Components	1	Job		\$0.00
Firm, Fixed Price				\$0.00	

Task Order 4 - 23-464 Collaboration Center					
Item No.	Task Description	Quantity	UOM	Unit	Total Price
1	Operational Overheads	1	Job		\$0.00
2	Bonds and/or Irrevocable Letter of Credit	1	Job		
A	Payment Bond or ILC	1	Job		
B	Performance Bond	1	Job		
C	Insurance	1	Job		
2	Mobilization	1	Job		\$0.00
3	Demobilization	1	Job		\$0.00
4	Ground Scans	1	Job		\$0.00
5	Site Utilities	1	Job		\$0.00
6	Building Utilities	1	Job		\$0.00
7	Building Construction	1	Job		\$0.00
8	Interior Construction	1	Job		\$0.00
Firm, Fixed Price				\$0.00	

Total Cost - Tasks 1 through Task 4		\$0.00
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Form 002 – Pricing for Changes

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

CHANGE ORDER LABOR RATE SCHEDULE "A" For CHANGES									
All Inclusive Labor									
RFP NO. 0019949-AJ-25 - Master Agreement - New Mercury Essential Services Complex A-E, and Construction Services									
(Firm Fixed Price)									
Complete Items 4 and 5 and the attached Labor Rate Schedule in accordance with Notes provided below:									
1. FRINGE BENEFITS: Includes insurance's measured by payroll, established employee benefits such as pension, health and life insurance's, bonus programs (excluding profit sharing), union assessments (if any), training funds, and industry and administration funds. Also includes Vacations, statutory holidays, sick and other leave with pay.									
2. ZONE PAY PER HOUR: : Applicable to construction Project Labor Agreement (PLA) craft only.									
3. ALLOWANCES: Includes Payroll Taxes (FICA, FUTA, State and local taxes), worker compensation, unemployment insurance, and other applicable taxes. The Subcontractor shall provide sufficient detail to ascertain all elements included in the Grand Total Allowance shown on the rate table.									
4. OVERHEAD AND PROFIT: Shall be added to the base rate for all personnel categories who may be required to charge directly to the Work. Additionally, Overhead and Profit for all-inclusive rates shall include all home office and all temporary construction facilities. NOTE: Personnel categories which charge to indirect overhead and/or General and Administrative (G&A) are not to be included or listed as direct charge personnel.									
5. ALL INCLUSIVE RATE: Based on (INSERT) _____ hours per week (INSERT) _____ hours per day, (INSERT) _____ days per week.									
6. OVERTIME: The overtime rate per hour shall be limited to the actual cost to contractor of the premium portion only of all applicable wages, craft fringe benefits and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Subcontractor shall submit supporting documents and content to MSTS for its verification and approval.									

Form 003 – Proposed Lower-Tier Subcontractors

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

Name & Address	Work Description	Terms*	Value	Business Type *

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

NOTES: *

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

** APPROXIMATELY 85 % 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 85 % OF LOWER-TIER WORK IS ANTICIPATED OR REACHES 70% (FOR SERVICES) OR 85% (FOR CONSTRUCTION).

Form 004 – Lower-Tier Subcontractors Experience Statement

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

COMPANY NAME:
PHONE:
CONTACT:
FACSIMILE:
ADDRESS:

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

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

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

The following contracts, covering work similar in type and magnitude to that set forth in the SOW, have been satisfactorily completed within the last ten (10) years preceding the due date for proposals specified in the solicitation or are now in progress for the following owners or prime contractors.

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

Form 005 – Past Performance Questionnaire

Upon completion, please return to:
MISSION SUPPORT AND TEST SERVICES, LLC
Attention: Amy justice NLV018
Email Address: JUSTICAL@nv.doe.gov
RFP: 0019949-AJ-25
Firm Name: [Insert Name of the Firm being evaluated]
Contract Number: TBD

The above noted firm's past performance is being assessed for technical evaluation purposes. You are requested to complete the following and email to the above noted address no later than **10:00 A.M. PST on October 9, 2025**. Additional comments are welcome. Provide additional sheets if necessary.

Please provide a brief narrative/description of the services provided, including contract period of performance, type of contract (firm fixed price, cost plus, etc.), and contract award amount:

Does the work involve [Insert brief description of the SOW] support activities?

YES NO

Please briefly describe the work:

Were there any change orders made to the base contract? YES NO

If yes, please explain:

Has this contract been partially or completely terminated for default or convenience?

YES NO

Please describe the circumstances:

Was the quality of personnel compliant with the contract requirements?

(i.e., technical excellence, qualifications, quality, promptness etc.)

YES NO

Additional Comments:

Were Indefinite Delivery Indefinite Quantity (IDIQ) or Basic Ordering Agreement (BOA) /Releases staffed on time

YES NO N/A

(if applicable)

Additional Comments:

Were there any lost time incidents or OSHA violations associated with this contract?

YES NO

Additional Comments:

Were there any Security issues (i.e. Export control issues, infractions, controlled articles/substance issues, Foreign Interests issues, cyber issues, etc.) associated with this contract?

YES NO

Additional Comments:

How effective was the CONTRACTOR in the areas below. Use the following adjectives to rate the effectiveness of the contractor:

Superior = 4 - Significantly Exceeded Minimum Requirements

Exceptional = 3 - Exceeded Minimum Requirements

Acceptable = 2 - Met Minimum Requirements

Marginal = 1 Less than Minimum Requirements with Satisfactory Results

Unsatisfactory = 0 Did not meet minimum requirements

Responsive to Customer Needs 4 3 2 1 0

Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel:

4 3 2 1 0

Using the adjective ratings above, how would you rate the contractor's overall performance (please circle one)?

SUPERIOR EXCEPTIONAL ACCEPTABLE MARGINAL UNSATISFACTORY



Highest Rating-----Lowest Rating

Additional Comments:

Name & Date

Company

Title

Address

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

Form 006 – Project Organization Description

OFFEROR is to attach an organizational chart with numbers and titles of key personnel and numbers 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.

OFFEROR is to attach a narrative, not to exceed three 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.

OFFEROR also must 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).

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

Form 008 – Foreign National Disclosure

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

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

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

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

Form 009 – 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

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

"Domestic end product" means –

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

Excluded End Products	Country of Origin

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

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

EXPORT CONTROL

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

EXPORT CONTROLLED ☐ YES ☐ NO

IF YES, ITAR ☐ EAR ☐

EXPORT CLASSIFICATION: USML or ECCN

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

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

complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

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

(b) **Prohibition.**

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The

Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

(e) **Disclosures.**

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

(i) For covered equipment—

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

(ii) For covered services—

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

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

(i) For covered equipment—

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

(ii) For covered services—

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

(End of provision)

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

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

(End of provision)

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

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

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were

made.

- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

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

OFFEROR

(Signature)

(Date)

(Type or Print name)

(Title)

Name of Company:

Offeror's Business Address:

Company Telephone/Fax Numbers:

Email Address:

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

Nevada State Sales Tax Number:

DUNS No.:

Facility Clearance Code:

Unique Entity Identifier (UEI):

NAICS Code:

236220, Commercial and Institutional Building Construction

Small Business Size Standard:

\$45,000,000.00

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 Business ☐ 8(a)

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

1. Subcontractor Information	
Name of Subcontractor	
Subcontractor's Physical Address	
Street	
City, State & Nine Digit Zip	
Country Code	
Subcontractor's Congressional District	
2. Place of Performance	
Street	
City, State & Nine Digit Zip	
Country Code	
Subcontractor's 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?	<input type="checkbox"/> Yes – skip to signature block <input type="checkbox"/> No – answer 4(b)
(b) During preceding fiscal year was 80% or more of Subcontractor's annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?	<input type="checkbox"/> Yes – answer 4(c) <input type="checkbox"/> No – skip to signature block
(c) During preceding fiscal year did Subcontractor have \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?	<input type="checkbox"/> Yes – answer 4(d) <input type="checkbox"/> No – skip to signature block
(d) Does the public have access to information about the compensation of Subcontractor's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986	<input type="checkbox"/> Yes – skip to signature block <input type="checkbox"/> No – complete 4(e)
(e) Subcontractor's Top Five Most Highly Compensated Officers	
Officer Name	Total Compensation for Preceding Fiscal Year
1	\$
2	\$
3	\$
4	\$
5	\$
Print Name & Title of Representative Completing Form	



Signature of Authorized Representative

Date

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

Subcontractor's Compensation Reporting Guidelines

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

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

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

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

Definitions

As used in FAR 52.204-10:

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

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

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

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

- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

Form 011 – 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 012 – Organizational Conflict of Interest – Representation or Disclosure

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

DISCLOSURE

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

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

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

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

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

REPRESENTATION

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

MSTS AND GOVERNMENT CLIENT

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

DISQUALIFICATION OR TERMINATION

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

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

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

ORGANIZATIONAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

Form 013 – 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 014 – Safety and Health History

1. General Subcontractor Name:			
2. Number of Lower-Tier Subcontractors expected on-site?			
3. Lower-Tier Subcontractor Name		Discipline:	
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.			
Year:	EMR:	Insurance Carrier:	
Year:	EMR:	Insurance Carrier:	
Year:	EMR:	Insurance Carrier:	
6. Number of OSHA Inspections previous 5 years.			Year(s):
7. Number of OSHA Citations previous 5 years			Type:
8. Use your OSHA 300 Log to fill in number of injuries and illnesses for previous three years:			
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:	
9. Explanation for EMR if greater than 1.0 :			

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 015 – Lower-Tier Subcontractor Safety and Health History

Lower-Tier Company Name:			
1. Name of General Subcontractor:			
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.			
Year:	EMR:		
Year:	EMR:		
Year:	EMR:		
3. Use your last year's OSHA No. 300 Log to fill in number of injuries and illnesses:			
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			
4. Number of OSHA Inspections previous 5 years.		Year(s):	
5. Number of OSHA Citations previous 5 years		Type: <input type="checkbox"/> De minimus <input type="checkbox"/> Willful <input type="checkbox"/> Serious <input type="checkbox"/> Repeat	
6. Do you have a written safety program?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Have you submitted the safety program to the General Contractor for their approval?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Explanation for EMR greater than 1.0			

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

Form 016 – Cost Accounting Standards Notices and Certifications (*FAR 52.230-1)

***June 2020**

Note: *This notice does not apply to small businesses or foreign governments. Check here to indicate that the Offeror is a ☐ small business or ☐ foreign government and does not need to complete the following certification.*

This notice is in three parts; identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903-201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT --- COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$2,000,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99) except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreements, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and report contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: __

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

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

☐ (2) Certificate of Previously Submission of Disclosure Statement

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

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

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

☐ (3) Certificate of Monetary Exemption

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

☐ (4) Certificate of Interim Exemption

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost account period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS --- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

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

PART C – DRAFT MASTER AGREEMENT

Subcontract No. TBD	
Issued By: Mission Support and Test Services, LLC Under Prime Contract DE-NA0003624 With the Department of Energy P.O. Box 98521, M/S NLV018 Las Vegas, NV 89193-8521 Amy Justice MSIN: NLV018 Email: JUSTICAL@nv.doe.gov Phone Number: (651) 303-9182	Subcontractor: TBD Point of Contact: Email: Phone Number:

This Indefinite Delivery, Indefinite Quantity (IDIQ) Master Agreement is entered into in Clark County, Nevada, and effective as of TBD, by Mission Support and Test Services, LLC (MSTS) a limited Company organized and existing under the Laws of the State of Delaware (CONTRACTOR) with its principal office located at 2621 Losee Road, North Las Vegas, Nevada, and TBD, duly organized and existing under the Laws of the State of TBD (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. Statement of Work (SOW)

Except as specified elsewhere in the subcontract, Subcontractor shall furnish all labor and materials necessary and required to satisfactorily perform: Master Agreement – New Mercury Essential Services Complex A-E and Construction Services Dated: July 30, 2025 Revision: 0. The SOW is incorporated into this subcontract along with all of the other clauses and terms identified herein.

2. Period of Performance

The term of this Subcontract shall be from TBD through TBD unless extended by the parties or terminated by other provisions of this Subcontract. Expiration of the term shall not affect any outstanding releases or open tasks.

3. Contract Type

Firm, Fixed Price Design-Build

4. Total Value of Subcontract

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

5. Task Order Release

Contractor guarantees and is obligated to place Task Orders under this Task Order Subcontract totaling in aggregate during the lifetime of this Task Order Subcontract the minimum order amount specified in within this subcontract. The total payment for each Task Order placed hereunder shall not exceed the

NTE amount/ceiling value specified in the Task Order without a written modification issued in advance by the Procurement Specialist.

6. Ordering and Order Limitations

- (a) Any supplies and/or services to be furnished under this Subcontract shall be ordered by issuance of or task orders by the Procurement Specialist. Such orders may be issued from Task Order One (1) up to but not limited to Task Order Seven (7).
- (b) All orders are subject to the terms and conditions of this Subcontract. In the event of conflict between a task order and this Subcontract, the Subcontract shall control.
- (c) Subcontractor may perform only that work which is expressly authorized by the order. Contractor is not obligated to pay for any work which is not authorized by an order issued by the Procurement Specialist.
- (d) Contractor may issue orders up to the subcontract ceiling value of this Subcontract and Subcontractor shall perform all orders issued.
- (e) Minimum Order Amount:

Contractor guarantees and is obligated to place Task Orders under this Task Order Subcontract totaling in aggregate during the lifetime of this Task Order Subcontract a minimum order amount of \$500,000.00.

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

7. Indefinite Quantity/Indefinite Delivery

- A. This is an indefinite-quantity, indefinite-delivery Subcontract for the supplies or services specified and effective for the period stated within this Subcontract.
- B. The Contractor shall order the quantity of supplies or services specified in the task order release, and the Subcontractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause.

- C. Except for any limitations on the ceiling value in the Order Limitations clause, there is no limit on the number of orders that may be issued. The Contractor may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- D. Any order issued during the effective period of this Subcontract and not completed within that time shall be completed by the Subcontractor within the time specified in the order. The Subcontract shall govern the Subcontractor's and Contractor's rights and obligations with respect to that order to the same extent as if the order were completed during the Subcontract's effective period; provided, that the Subcontractor shall not be required to make any deliveries under this Subcontract after TBD.

8. 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 each Task Order Release consistent with the payment provisions of this Subcontract.

9. 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.

10. Authorized Personnel

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

Procurement Specialist: Amy Justice
Procurement Supervisor: Kimberly Kruskie

Email: JUSTICAL@nv.doe.gov
Email: KRUSKIKL@nv.doe.gov

11. 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.

12. 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/Task Order Manager
	Construction Manager
	Site Superintendent
	Quality Control Manager
	Quality Representative
	Safety Representative

13. Requirement for Lower-Tier Subcontracting

Outlined are the requirements for lower-tier subcontracting.

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

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

14. 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 8 (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 8. 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>

15. 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.

16. 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.

17. Commencement, Prosecution and Completion of the Work

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

The Subcontractor shall provide the materials and services and shall maintain a continuous operation in compliance with this Subcontract from TBD through TBD

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

18. Non-Interference

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

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

19. Performance of Work by the Subcontractor

The Subcontractor shall perform with its own organization, work equivalent to at least 15 percent of the total work to be performed under the Subcontract. The Subcontractor shall provide a report to the Procurement Specialist on an annual basis that identified the actual percentage of work performed by the Subcontractor. The percentage of work performed by the Subcontractor shall be based on the total subcontract value.

20. Invoicing and Payment

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

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

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

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

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

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

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

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

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

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

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

Firm-Fixed-Price:

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

- (a) *Payment of price.* The Contractor shall pay the Subcontractor the Subcontract price as provided in this Subcontract.
- (b) *Progress payments.* The contractor shall make progress payments for a portion of the work as shown in the compensation schedule on a monthly basis as the Work proceeds, or at more frequent intervals as determined by the Procurement Specialist, on estimates of Work accomplished which meets the standards of quality established under the Subcontract, as approved by the Procurement Specialist.

(1) The Subcontractor's request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of the Work required by the Subcontract covered by the payment requested.
- (ii) A listing of the amount included for Work performed by each lower-tier subcontractor under the Subcontract.
- (iii) A listing of the total amount of each lower-tier subcontract under the Subcontract.
- (iv) A listing of the amounts previously paid to each such lower-tier subcontractor under the Subcontract.

- (v) Additional supporting data in a form and detail required by the Procurement Specialist.
- (2) In the preparation of estimates, the Procurement Specialist may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Subcontractor at locations other than the site also may be taken into consideration if-
 - (i) Consideration is specifically authorized by this Subcontract; and
 - (ii) The Subcontractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this Subcontract.
- (c) Subcontractor *certification*. Along with each request for progress payments, the Subcontractor shall furnish the following certification, or payment shall not be made: (However, if the Subcontractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable).

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

- (1) Amounts paid to Subcontractor pursuant to Subcontract No. **TBD** 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.

26. Milestone Payment Schedule

Milestone payments shall be made to the Subcontractor when requested at the completion of the subcontract stipulated performance milestones, described in the respective Task order Release.

27. Milestone Payments - Schedule of Quantities and Prices

The need for customary progress payments conforming to the regulations in subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. Even though the clause is included in the subcontract, the clause shall be inoperative during any time the subcontractor's accounting system and controls are determined by MSTS and the Government to be inadequate for segregation and accumulation of contract costs.

The unit prices shown in each Task Order Release are all-inclusive Firm-Fixed-Unit-Prices (including e.g., labor, materials, G&A, overhead, profit or fee, taxes (including sales or use taxes required to be paid by Subcontractor for materials or services incorporated into the construction project)*, any other costs required to be paid by law, regulation, or ordinance, and any other cost of whatsoever nature). Payment of the Prices shall constitute full payment for the performance of the Work and covers all costs of whatever nature incurred by Subcontractor in accomplishing the Work in accordance with the provisions of the Subcontract and are not subject to escalation for any cause, except as may otherwise be provided in this Subcontract.

*Other than for materials or services incorporated into the construction project, sales tax is not included in the price but shall be added to each invoice as a separate line item if applicable to the Contractor under this Subcontract/Order in accordance with applicable state law.

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 of the respective Task Order. 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.

B. Progress Payments

Progress Payments shall be made as work progresses for the Line Items identified as Progress Payments in the Compensation Schedule of the respective Task Order. Progress Payments shall be made in accordance with the Invoicing and Payment Clause. All progress payments and milestone payments, if stated within the respective Task Order, in aggregate for the Subcontract shall be equal to the Total Firm-Fixed-Price identified in the Compensation Schedule for this. Progress payments shall not exceed the Total Firm-Fixed-Price identified in the Compensation Schedule.

C. Schedule of Values:

Within ten (10) days of award of a Task Order requiring the provision of a Schedule of Values, the Subcontractor shall submit a Schedule of Values to the Procurement Specialist for review and approval. The Schedule of values must identify the major segments of the construction phase and the estimated cost to complete each segment. The estimated costs of the construction phase in aggregate must equal the line item for construction in the consideration schedule. The schedule of values will consist of the following segments at a minimum, but the Procurement Specialist may require the Subcontractor to break out the construction work into additional segments, as the Procurement Specialist may determine necessary in their discretion.

28. 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.

29. Invoice Retainage

The Procurement Specialist will 10% percent of the total invoiced amount until completion of all the Work. When the Work is substantially complete, the authorized Procurement Specialist may retain from previously withheld funds and future progress payments in an amount that the authorized Procurement Specialist considers adequate for protection of MSTS and shall release to Contractor all the remaining withheld funds.

30. Substitutions

The substitution of any items specified in 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.

31. Economic Price Adjustment

(a) 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.

(b) 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.

(c) 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 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.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Subcontractor shall continue deliveries according to the Subcontract delivery schedule, and the Buyer shall pay for such deliveries at the Subcontract unit price, increased to the extent provided by paragraph (c) of this clause.

32. 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.

An **Individual Subcontract Report** must be submitted semi-annually during Subcontract Performance for the periods ending March 31st and September 30th. 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, Electronic Subcontracting Reporting System. Report instructions are posted on www.esrs.gov; choose "eSRS Contractor Guide."

A **Summary Subcontract Report** must be submitted annually during Subcontract Performance for the twelve months ending September 30th. 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, Electronic Subcontracting Reporting System. Report instructions are posted on 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.

33. Drawing Approval

The Subcontractor shall submit the required number of sets of design drawings for Contractor approval within the time period specified within the Task Order Release and prior to start of fabrication. These drawings must include sufficient data for evaluation.

34. Drawings and/or Specifications

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

35. 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).

36. 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.

37. 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.

38. 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.

39. Subcontractor Quality Program Evaluation

The Subcontractor shall document, implement, and maintain a Quality Assurance Program (QAP) consistent with a national or international voluntary consensus standard (e.g., ASME, ANSI, ASTM, ISO, etc.) or that addresses the requirements as identified in the SOW. The Subcontractor's program is subject to review at all times by the Contractor.

The Subcontractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

- (1) Any subcontract for critical and complex items (see FAR [46.203](#)(b) and (c)); or
- (2) When the technical requirements of a subcontract require-
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

When subcontracting any portion of this Subcontract, the Subcontractor is required to invoke the applicable quality assurance program requirements on any lower-tier Subcontractors.

The Contractor reserves the right to verify the quality of work at the Subcontractor's facility, including any lower-tier Subcontractor's facility. Access to a lower-tier Subcontractor's facility shall be requested through the Subcontractor and verification may be performed jointly with the Subcontractor.

The Subcontractor shall, during the performance of this Subcontract, submit proposed changes to the quality assurance program to the Contractor for review prior to implementation.

40. Higher-Level Quality Standards

- (a) The Subcontractor shall comply with the higher-level quality standard(s) listed below:
ASME, ANSI, ASTM, IEEE, ISO, NEMA, NFPA, NIST, UL, and others as defined in the Exhibit B, Master Statement of Work.
- (b) The Subcontractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-
 - (1) Any subcontract for critical and complex items (see FAR 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require-
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

41. 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.

42. 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 a 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 Subcontract.

43. 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.

44. Contractor-Furnished Drawings, Specifications & Statements of Work

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

45. Subcontractor-Furnished Drawings, Data and Samples

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

Drawings:

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

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

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

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

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

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

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

Samples:

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

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

Samples, which have been reviewed, may, at Contractor's option, be returned to Subcontractor for incorporation into the Work.

Certificates and Data:

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

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

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

AS-BUILT DRAWINGS AND SPECIFICATIONS

Drawings:

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

Specifications:

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

Endorsement:

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

46. Foreign Nationals

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

47. 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.

48. Negotiated Exceptions to General Provision

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

49. 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.

54. Facility Closure Notice – Holiday and Work Schedules

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

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

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

Contractor recognizes the following holidays:

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

**December 26, December 29, and December 30

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

** Actual dates may change from year to year.

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

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

55. Cost Accounting Standards (CAS) Reservation

1. The parties recognize that various CAS non-compliances have been issued and are unresolved at the time this Subcontract is being negotiated and/or modified.
2. Accordingly, the parties agree that:
 - a. The prices in this Subcontract and/or its modifications were established without any allowance(s) for unresolved CAS noncompliance issues and
 - b. Should resolution of such CAS noncompliance(s) through negotiation or litigation result in a net cost reduction in favor of the Contractor and the Government, this Subcontract and/or its modifications may be subject to downward adjustment in accordance with FAR Part 30 and, to the extent that payments in excess of appropriate amounts occurred as a result of such CAS noncompliance(s), repayment shall include interest computed at the rates determined by the Secretary of the Treasury from the date of excess payment(s) to the date of repayment.
3. The parties agree that this clause is in addition to and not in lieu of, the right vested in the parties under the CAS clauses, and any other Subcontract, clause, or statute.
4. Further, the Subcontractor agrees to include this clause in proposals, which may result in such a CAS covered Subcontract or lower tier Subcontractors.

56. Limitation of Liability

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

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

4. The Subcontractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the Subcontracting parties, in all lower-tier Subcontracts over \$25,000.00.

57. Hazardous Material Rights

The Subcontractor shall submit a Material Safety Data Sheet, (Department of Labor Form OSHA 174), as prescribed in Federal Standard No. 313D, for all hazardous material in accordance with the delivery schedule requirements set forth within this document. This obligation applies to all materials or items containing hazardous materials. Hazardous material is defined in Federal Standard No. 313D in effect on the date of this Subcontract.

The Subcontractor shall comply with all applicable federal, state, and local laws, codes, ordinances and regulations, including the obtaining of licenses and permits), in connection with hazardous material. Neither the requirements of this article, nor any act or failure to act by the Contractor shall relieve the Subcontractor of any responsibility or liability for the safety of the Contractor, Government, Subcontractor or lower-tier Subcontractor personnel or property.

The Contractor shall have the right to use, duplicate and disclose any data to which this clause is applicable. The purpose of this right is to:

1. Apprise personnel of the hazards to which they may be exposed;
2. Obtain medical treatment for those affected by the material; and
3. Have others use, duplicate, and disclose the data for Government use in connection with these same purposes.

The Subcontractor shall insert the same clause in any sub tier Subcontract that may contain hazardous material.

58. Bonds and Insurance – Construction Subcontracts

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

Insurance.

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

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

(b) Standard Coverage:

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

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

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

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

i. Coverage

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

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

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

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

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

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

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

(c) Special Operations Coverage:

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

1. Involve Design work, Professional Liability Insurance (Errors and Omissions) covering Design Consultant's professional negligent acts, errors or omissions with a limit of not less than: \$2,000,000 per claim/annual aggregate.
2. 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.
3. 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.
4. Tools and Equipment Floater Insurance if Subcontractor will use tools and equipment in the performance of their services under the Subcontract. Such insurance shall cover physical damage to or loss of all major tools and equipment, construction office trailers and their contents, and motor vehicles (if not covered by policies above) for which Subcontractor is responsible, throughout the course of the Work.
5. Builder's Risk Insurance shall be required, covering loss or damage to material and equipment furnished by Contractor that are to be incorporated into a completed facility. Subcontractor shall be responsible for the payment of any applicable deductible (which shall not exceed \$5,000.00 per occurrence) for each loss to such materials or equipment that are in the care, custody, or control of Subcontractor.

(d) Related Obligations:

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

conditions as specified in this clause. Subcontractor must furnish evidence of such insurance to Contractor prior to commencement of the work.

(e) Contractor or Government Furnished Insurance:

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

(f) Notifications:

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

59. Performance and Payment Bonds

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

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

- (1) **Subcontracts between \$35,000 and \$150,000** may use either a Payment Bond (original copy), or an Irrevocable Letter of Credit (ILC):
 - (i) The ILC format is provided as an attachment.
 - (ii) For the Payment Bond:
 - (a) The penal amount of payment bonds shall be 100 percent of the original subcontract price.
 - (b) The Contractor may require additional performance bond protection when the subcontract price is increased. The increase in protection shall generally equal 100 percent of the increase in subcontract price.
 - (c) The Contractor may secure additional protection by directing the Subcontractor to increase the penal sum of the existing bond or to obtain an additional bond.
 - (d) Standard Form SF25A, Payment Bond, shall be modified to name the Contractor as well as the United States of America as obligees. The Form can be located at the following link:
<https://www.gsa.gov/forms-library/payment-bond>
- (2) **Subcontracts exceeding \$150,000** must have both a Payment Bond and a Performance Bond.
 - (i) Performance Bonds:
 - (a) The penal amount of performance bonds shall be 100 percent of the original subcontract price.
 - (b) The Contractor may require additional performance bond protection when the subcontract price is increased. The increase in protection shall generally equal 100 percent of the increase in subcontract price.

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

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

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

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

60. 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 28th of each month. The report will pertain to actual hours spent performing work for the M&O contractor for the period from the 26th of the preceding month through the 25th 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 28th 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.

61. Buy American Act - Construction

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

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

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

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

62. Wage Rate Requirements (Construction) Statute

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

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

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

63. Construction Labor Standards

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

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

64. Collective Bargaining Agreements

In addition to compliance with the applicable collective bargaining agreements as required in the General Condition entitled LABOR, PERSONNEL AND WORK RULES, Subcontractor is required to be signatory

to the collective bargaining agreement(s), and to provide a written Letter of Assent as evidence of such signing. The Letter of Assent shall be delivered no later than 10 calendar days after Notice of Award.

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

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

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

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

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

66. 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	0	07/09/2025
2	Appendix A - Submittal Register (Included with Attachment 1, Exhibit B)	0	07/09/2025
3	Appendix B - New Mercury Essential Services Complex Design Build Technical Requirements Document (TRD) No. TRD-220-000	0	07/21/2025
4	Compensation Schedule – Pricing Summary Index (To be derived from Form 001)	0	TBD
5	General Conditions - Firm Fixed Price Design – Build	0	08/29/2024

6	Exhibit E – Environmental, Safety, & Health Requirements	2	05/20/2025
7	Exhibit F – Security Requirements	Rev. 2025 1	N/A
8	Small Business Subcontracting Plan Template	TBD	TBD
9	SD 206.2 – Implementation of Personal Identity Verification for Uncleared Contractors	N/A	4/14/2018
10	Labor Agreement for NNSS https://nnss.gov/wp-content/uploads/FINAL_2020ConstructionPLA.pdf		
11	Labor Agreement Wage and Fringe Benefits Supplement https://nnss.gov/wp-content/uploads/FY24WageSupplement.pdf		
12	Letter of Assent – Form 2362	02	8/13/2018
13	Standard Form (SF)1413, Statement and Acknowledgement		
14	Davis-Bacon Act Wage Determination No. NV20240001		11/08/2024
15	Exhibit G – Construction Sample Task Order Release		
16	Exhibit G – Services Sample Task Order Release		

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
Title
Phone:

Date

Name
Title
Phone:

Date