

2. AMENDMENT/MODIFICATION NO. 0175	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	7. ADMINISTERED BY (If other than Item 6) NNSA Nevada Field OFC NA-00-NV P.O. Box 98518 Las Vegas NV 89193-8518	CODE 05002
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Mission Support And Test Services LLC Attn: Paul Spickard PO Box 98521 M/S NLV019 Las Vegas NV 891938421	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003624
		10B. DATED (SEE ITEM 13) 05/12/2017
CODE 080083514	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**



CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	DEAR 970.5204-2, Laws, Regs & DOE Directives & Agreement of Parties

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 UEI: YSYZHPCG4XB3  
 The purpose of this modification is to update the contractor's primary point of contact in Section G, update a number of clauses in Section I, update/revise directives in Appendix F, update the Key Personnel list in Appendix H, and update the Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Arrangement in Appendix L as set forth in Attachment 1.

Payment:  
 Period of Performance: 06/07/2017 to 11/30/2027

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) for Garrett Harenca, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED

**I. PART I, THE SCHEDULE, SECTION G – CONTRACT ADMINISTRATION DATA, CLAUSE G-3 – CONTRACTOR CONTACT, is modified by revising the contract information to read as follows:**

Name: **Garrett Harencak**  
 Position: President  
 Company: Mission Support and Test Services LLC  
 Address: P.O. Box 98521, Las Vegas, NV 89193-8521  
 Alt. Address: 2621 Losee Road, N. Las Vegas, NV 89030-4129  
 Phone: **(702) 295-4272**  
 E-mail: **HARENCG@NV.DOE.GOV**

**II. PART II – CONTRACT CLAUSES, SECTION I – CONTRACT CLAUSES, is modified as follows:**

**A. The TABLE OF CONTENTS is modified as follows:**

1. Revise the entries for the clauses to reflect the most recent revision as set forth below.

- I-1 FAR 52.202-1 DEFINITIONS (JUN 2020) (AS MODIFIED BY DEAR952.202-1)
- I-2 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (Aug 2018)
- I-12 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

2. Revise clause number for Clause I-4 to I-4A and add Clause I-4B as set forth below.

- I-4A FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
- I-4B FAR 52-219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (Oct 2022)(DOE & NNSA Class Deviation date 1-3-2023)

**B. PARAGRAPH A. – FAR CLAUSES INCORPORATED BY REFERENCE, is modified as follows:**

1. Delete the entry for Clause 52.219-8, Utilization of Small Business Concerns (Oct 2018).
2. Modify the “DATE OF CLAUSE” for the clause set forth in the table below.

FAR NUMBER	CLAUSE TITLE <i>(Any insertions appear below the title in italics)</i>	DATE OF CLAUSE
52.244-6	Subcontracts for Commercial Items	Dec 2022

**C. PARAGRAPH C. – FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT, is modified as follows:**

1. Delete the text for the clauses set forth in the table below and replace it with the revised text that follows the table.

Clause No.	FAR Clause	Title	From	To
I-1	52.202-1	Definitions	Nov 2013 (As modified by DEAR 952.202-1)	June 2020 (As modified by DEAR 952.202-1)
I-2	52.208-8	Required Sources for Helium and Helium Usage Data	Apr 2014	Aug 2018
I-12	52.252-6	Authorized Deviations in Clauses	Apr 1984	Nov 2020

**I-1 52.202-1 DEFINITIONS (JUN 2020) (AS MODIFIED BY DEAR 952.202-1)**

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR [2.101](#) in effect at the time the solicitation was issued, unless-

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.
- (d) The word or term is defined in FAR [part 31](#), for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR [1.109\(a\)](#), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR [1.109\(d\)](#).

(End of clause)

**I-2 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)**

- (a) *Definitions.*

*Bureau of Land Management*, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

*Federal helium supplier* means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at <https://www.blm.gov/programs/energy-and-minerals/helium/partners>.

*Major helium requirement* means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements-

- (1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.
- (2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier-
  - (i) The name of the supplier;
  - (ii) The amount of helium purchased;
  - (iii) The delivery date(s); and
  - (iv) The location where the helium was used.

(c) *Subcontracts*. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of clause)

**I-12 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ [*insert regulation name*] (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

2. Change the title for Clause I-4 to I-4A as follows:

**1-4A FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

3. Add the following clause as Clause I-4B.

**1-4B 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022) (DOE & NNSA Class DEVIATION (1-3-2023))**

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

*HUBZone small business concern* means a small business concern that meets the requirements described in [13 CFR 126.200](#), certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation and qualified as a small business under the criteria and size standards in [13 CFR part 121](#), including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding ~~\$750,000~~ **[the threshold at 13 CFR 124.104(c)(2)]** after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Veteran-owned small business concern* means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C.101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business concern* means a small business concern-

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c)

(1) A joint venture qualifies as a small business concern if—

- (i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or
- (ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program.

(2) A joint venture qualifies as—

- (i) A service-disabled veteran-owned small business concern if it complies with the requirements in [13 CFR part 125](#); or
- (ii) A HUBZone small business concern if it complies with the requirements in [13 CFR 126.616\(a\)](#) through [\(c\)](#).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)

(1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if–

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at [https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm). If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

**III. PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, SECTION J – LIST OF ATTACHMENTS, is modified as follows:**

**A. APPENDIX F – LIST OF APPLICABLE LAWS, REGULATIONS, AND DOE DIRECTIVES, is modified as follows:**

**1. Delete the following directive:**

DIRECTIVE NUMBER			DATE	DOE DIRECTIVE TITLE
DOE	M	481.1-1A Chg 1	1/3/2001	Reimbursable Work for Non-Federal Sponsors Process Manual

**2. Update the “Directive Number” and “Date” for the directives set forth in the table below.**

DIRECTIVE NUMBER			DATE	DOE DIRECTIVE TITLE	MOD #
DOE	O	153.1A	11/17/2022	Departmental Nuclear Emergency Support Team Capabilities	0175
DOE	O	206.2 Chg 1 (LtdChg)	2/19/2013 9/02/2022	Identity, Credential, And Access Management	0175
DOE	O	226.1B Chg 1 (Admin Chg)	4/25/2011 5/02/2022	Implementation of Department of Energy Oversight Policy	0175
DOE	O	520.1B, Chg 1 (LtdChg)	1/7/2021 11/22/2022	Financial Management and Chief Financial Officer Responsibilities	0175

**B. APPENDIX H, KEY PERSONNEL, is modified by deleting the existing table and substituting the table set forth below.**

Name	Position
Garrett Harencak	President
Roger R. Rocha	Vice President & Chief Operating Officer, Mission Operations
David J. Funk	Vice President, Enhanced Capabilities for Subcritical Experiments Execution
John S. Contardi	Senior Director, Stockpile Experimentation and Operations (SEO)
<b>Joel D. Leeman</b>	<b>Senior Director, Infrastructure</b>
<b>Joseph C. Murdock</b>	<b>Senior Director, Mission Assurance</b>
Neile Miller	Senior Director, Business Operations
Mark J. Krauss	Senior Director, Stockpile Operations & Environmental Management Program
Craig R. Wuest	Senior Director, Mission Development, Senior Intelligence Executive; Field Intelligence Element
Darcie Dennis-Koller	Senior Director, Global Security

**C. APPENDIX L, SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT, is modified by deleting the existing document and adding the document set forth in Attachment 2, attached hereto.**



**No other changes are made as a result of this modification. All other terms and conditions remain unchanged.**

**(END OF MODIFICATION)**

**AMENDED AND RESTATED SPECIAL FINANCIAL  
INSTITUTION ACCOUNT AGREEMENT FOR USE WITH  
THE PAYMENTS CLEARED FINANCING ARRANGEMENT**

This Agreement is entered into for the purposes of amending and restating the existing agreement entered into on the 10<sup>th</sup> day of November, 2017 between the UNITED STATES OF AMERICA, represented by the United States Department of Energy National Nuclear Security Administration (hereinafter referred to as "DOE"), and Mission Support and Test Services LLC, a legal entity existing under the laws of the State of Delaware (hereinafter referred to as the "Contractor") and JPMorgan Chase Bank, N.A., a national chartered financial institution, located at 875 15<sup>th</sup> St. NW, Floor 8, Washington, DC 20005 (hereinafter referred to as the "Financial Institution").

RECITALS

- (a) On the effective date of December 1, 2017, DOE and the Contractor entered into Agreement(s) No. DE-NA0003624, or a Supplemental Agreement(s) thereto (collectively referred to herein as the "Agreements"), providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor be deposited in a special demand deposit account at a financial institution covered by the Department of the Treasury ("Treasury") - approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit accounts shall be designated as follows:

Zero Balance Accounts Funded by the Department of the Treasury:  
Mission Support and Test Services LLC, Letter of Credit Account  
(Account # 206685031)

Mission Support and Test Services LLC, Payroll Account  
(Account # 206685171)

Mission Support and Test Services LLC, Accounts Payable Account  
(Account # 206683911)

Manually Funded Account:  
Mission Support and Test Services LLC, Flex Account  
(Account # 206683812)

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that—

1. The Government shall have title to the credit balance in said accounts to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.

2. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit accounts at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit accounts, the Financial Institution shall promptly notify DOE at:

U. S. Department of Energy/National Nuclear Security Administration  
Nevada Field Office  
Contracting Officer  
232 Energy Way  
North Las Vegas, NV 89030

5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit accounts. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit accounts in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the accounts in this manner based on the requirements and specifications contained in this Agreement No. 196641, dated November 10, 2017. The Financial Institution agrees that per-item costs, detailed in Exhibit A, Attachment A (“Schedule of Financial Institution Processing Charges”), will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term of eight (8) years, beginning on the 1<sup>st</sup> day of December, 2017, and ending on the day of 30<sup>th</sup>, day of November, 2025. Upon written notice to the Financial Institution, the DOE and Contractor shall have the right to extend the term of this Agreement up to two (2) one-year option years as defined below:

- a) Base period of performance: December 1, 2017 – November 30, 2025
- b) Option Year 1 period of performance: December 1, 2025 – November 30, 2026
- c) Option Year 2 period of performance: December 1, 2026 – November 30, 2027

- 8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties ninety (90) days prior to the desired termination date. The specific provisions for operating the account during this ninety (90) day period are contained in Covenant 11.
- 9. DOE or the Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- 10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreements, referenced in Recital (a), between DOE and the Contractor are not renewed or are terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
- 11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit accounts for an additional ninety (90) day period to clear outstanding payment items. This Agreement shall continue in effect for the ninety (90) day additional period, with exception of the following:
  - 1. Term Agreement (Covenant 7)
  - 2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions submitted by the Financial Institution that are not inconsistent with this ninety (90) day additional term shall remain in effect for this period.

- 12. The Financial Institution has submitted the forms entitled "Subcontractor's Proposal Letter" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the following Exhibits:
  - Exhibit A      Prices, Quantities and Data
  - Exhibit B      Statement of Work
  - Exhibit C      General Conditions

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of 23 pages, including the signature pages, to be executed as of the day and year first above written.

December 1, 2022  
Date Signed

By: \_\_\_\_\_  
(Typed Name of Contracting Officer)

\_\_\_\_\_  
(Signature of Contracting Officer)

WITNESS  
\_\_\_\_\_  
(Typed Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

Mission Support and Test Services LLC  
(Name of Contractor)

By: \_\_\_\_\_  
(Name of Contractor's Representative)

\_\_\_\_\_  
(Signature of Contractor's Representative)

Chief Financial Officer  
\_\_\_\_\_  
(Title)

232 Energy Way, North Las Vegas, NV 89030  
(Address)

12/01/2022  
(Date Signed)

\_\_\_\_\_  
(Name of Witness)

JPMorgan Chase Bank, N.A.  
(Name of Financial Institution)

\_\_\_\_\_  
(Name of Financial Institution Representative)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Signature of Financial Institution Representative)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

Vice President, Federal Payments Solutions  
(Title)

875 15<sup>th</sup> St. NW, Floor 8, Washington, DC 20005  
(Address)

12/2/2022  
(Date Signed)

NOTE

The Contractor shall cause the following Certificate to be executed under its seal, provided that the same individual shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Roger R. Rocha, certify that I am the Vice President/COO of the limited liability company (LLC) named as Contractor herein; and that said Agreement was duly signed by Stephen M. Beeler, Chief Financial Officer for the, and in behalf of, said LLC by the authority of its governing body and is within the scope of the LLC's authorities.



(Seal of the Limited Liability Company)(Signature)



NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Financial Institution herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Financial Institution, was then \_\_\_\_\_ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal) (Signature)

**EXHIBIT A**

**MISSION SUPPORT AND TEST SERVICES LLC**

**SERVICES SUBCONTRACT**

**QUANTITIES, PRICES AND DATA**

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Attachment A: Schedule of Financial Institution Processing Charges

## EXHIBIT A

### Form A CONSIDERATION SCHEDULE

#### 1. SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

Payment in accordance with the Schedule of Quantities and Prices shall be full compensation for all work completed in accordance with the Special Financial Institution Account Agreement (hereinafter referred to as "Subcontract"). See attached Schedule of Financial Institution Processing Charges at Exhibit A, Attachment A.

#### 2. PERIOD OF PERFORMANCE

JPMorgan Chase Bank, N.A. (hereinafter referred to as "SUBCONTRACTOR") shall commence performance of the Work under this Subcontract on the date specified in the formal Subcontract, and shall furnish sufficient forces, facilities, and shall work such hours necessary so as to accomplish the Work in accordance with the following major Subcontract dates as specified in the Notice of Award letter, Notice to Proceed letter, or the Subcontract Agreement Form.

#### 3. The SUBCONTRACTOR shall provide the services and shall maintain a continuous operation in compliance with this Subcontract for a term of eight (8) years, beginning on the 1<sup>st</sup> day of December, 2017, and ending on the day of 30<sup>th</sup>, day of November, 2025. Upon written notice to the Financial Institution, the DOE and Contractor shall have the right to extend the term of this Agreement up to two (2) one-year option years as defined below:

- a) Base period of performance: December 1, 2017– November 30, 2025
- b) Option Year 1 period of performance: December 1, 2025 – November 30, 2026
- c) Option Year 2 period of performance: December 1, 2026 – November 30, 2027

#### 4. SUBCONTRACTOR acknowledges the pricing in Exhibit A will remain consistent for the duration of the base period of performance (December 1, 2022 through November 30, 2025). Should CONTRACTOR express interest in exercising Option Year 1 or 2, CONTRACTOR and SUBCONTRACTOR mutually agree that updated pricing shall apply, which shall be provided by SUBCONTRACTOR to CONTRACTOR on or before October 31, 2025 for Option Year 1 and October 31, 2026 for Option Year 2.



## EXHIBIT A

### Form B SUBCONTRACTOR AND VENDOR LIST

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

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

Name & Address	Work Description	Terms*	Value	Business Type *
NONE				

NOTES: \*

1. TERMS: Enter Lump Sum, Unit Price, etc.
2. Business Type: Enter SB for Small Business, SDB for Small Disadvantaged Business, WOSB for Woman-Owned Small Business, VOSB for Veteran-Owned Small Business, and SDBVSB for Service Disabled Veteran-Owned Small Business, and Foreign.

## EXHIBIT A

### Form C DEFINITIONS

Government” means the United States Department of Energy/United States Government.

“CONTRACTOR” means Mission Support and Test Services LLC (MSTS) and all of its authorized representatives acting in their professional capacities.

“SUBCONTRACTOR” means JPMorgan Chase Bank, N.A and all of its authorized representatives acting in their professional capacities .

“Work” means all activities required by the Exhibit B, Statement of Work to be performed by SUBCONTRACTOR.

“Site” means the CONTRACTOR’S or Government’s location(s) at which or for which the Work will be performed.

“Subcontract Schedule” means the time period set forth for performance of the Work under this Subcontract.

“STR” means Subcontract Technical Representative.

**Schedule of Financial Institution Processing Charges**  
**Exhibit A, Attachment A**  
**December 1, 2022 through November 30, 2027**

Product Company	Sub-product	Service	Service Code	Service Description	AFP code	12/2017-11/2022 Pricing	12/2022-11/2027 Pricing
ACCOUNT SERVICES		GENERAL ACCOUNT SERVICES	1005	Monthly maintenance charge for a Demand Deposit Account.	10000	\$ 50.00	\$ 50.0000
ACCOUNT SERVICES		GENERAL ACCOUNT SERVICES	7640	Charge for a deposit/credit of funds made electronically into a Demand Deposit Account.	10101	\$ 0.200	\$ 0.2000
ACCOUNT SERVICES		GENERAL ACCOUNT SERVICES	7641	Charge for a withdrawal/debit of funds made electronically out of a Demand Deposit Account.	10100	\$ 0.200	\$ 0.2000
ACCOUNT SERVICES		GENERAL STATEMENTS	1010	Charge per statement for each Demand Deposit Account statement provided during the billing cycle via an electronic file. Charges may accrue for accounts that produce more than one statement during the billing cycle (i.e. daily or weekly statements).	10307	\$ -	\$ 0.8900
ACCOUNT SERVICES		GENERAL STATEMENTS	1015	Enhanced format DDA statements with the paper statement suppressed; charges may accrue for statements that cycle more than once per month	10307	\$ 5.000	\$ 5.0000
ACH	ORIGINATION	ORIGINATION	2242	Per transaction charge for ACH transactions processed through the Federal Reserve and Electronic Payments Network clearinghouses	250199	\$ 0.010	\$ 0.0060
ACH	ORIGINATION	ORIGINATION	2244	Charge for each ACH addenda record processed through the Federal Reserve and Electronic Payments Network clearinghouses.	250199	\$ -	\$ 0.0030
ACH	ORIGINATION	ORIGINATION	2695	Monthly maintenance charge per company ID for ACH Direct Send services.	250000	\$ 75.000	\$ 75.0000
ACH	ORIGINATION	ORIGINATION	2700	Charge for each ACH credit origination transaction.	250101	\$ 0.100	\$ 0.1100
ACH	ORIGINATION	ORIGINATION	2705	Charge for each ACH debit origination transaction	250100	\$ 0.100	\$ 0.1100
ACH	ORIGINATION	ORIGINATION	2785	Charge per company ID for ACH origination files received from client via direct transmission and/or service bureau	250501	\$ 12.000	\$ 12.9900
ACH	ORIGINATION	ORIGINATION	2796	Charge for each addenda record attached to ACH originations.	250120	\$ 0.040	\$ 0.0380
ACH	ORIGINATION	ORIGINATION	8019	Charge for each ACH credit transaction originated with same day settlement.	250101	\$ 0.5000	\$ 0.5000
ACH	ORIGINATION	RETURNS REPORTS AND INQUIRIES	2809	Charge for each Notification of Change item reported via email	251070	\$ 1.500	\$ 1.5000
ACH	ORIGINATION	RETURNS REPORTS AND INQUIRIES	2810	Charge for each Return item reported via email	250400	\$ 1.500	\$ 1.5000
ACH	RECEIVED	ACH RECEIVED	2716	Charge per ACH credit transaction received.	250201	\$ 0.150	\$ 0.1600
ACH	RECEIVED	ACH RECEIVED	2717	Charge per ACH debit transaction received.	250200	\$ 0.150	\$ 0.1600
ACH	FRAUD PROTECTION	TRANSACTION BLOCK	2890	Monthly maintenance charge per account utilizing ACH Debit Block.	251050	\$ 25.000	\$ 25.0000
ACH	FRAUD PROTECTION	TRANSACTION BLOCK	2891	Monthly charge per allowable/non-allowable company ID for each account on ACH Debit Block.	251051	\$ 0.500	\$ 0.5000
CHECK DEPOSITS		CHECK COLLECTIONS	501	Charge per check for deposit of checks drawn on local J.P. Morgan banks.	100220	\$ 0.250	\$ 0.2500
CHECK DEPOSITS		CHECK COLLECTIONS	513	Charge per check for deposit of checks drawn on other banks.	100224	\$ 0.300	\$ 0.3000
CHECK DEPOSITS		CHECK COLLECTIONS	1400	Charge per credit for any credit posted to an account. Examples include deposits, interest credits, adjustment credits, transfer credits, and other credits.	10101	\$ 1.150	\$ 1.1500
CHECK DEPOSITS		CHECK RETURNS	1435	Charge per item for deposited checks that are returned unpaid.	100400	\$ 15.000	\$ 15.0000
CLIENT ACCESS		JPMORGAN ACCESS	6040	Monthly account maintenance charge for J.P. Morgan ACCESS.	400810	\$ -	\$ -
CLIENT ACCESS		JPMORGAN ACCESS	6041	Monthly maintenance charge for a J.P. Morgan ACCESS Cash Balances and Transactions Reporting account	40044Z	\$ 100.000	\$ 55.0000
CLIENT ACCESS		JPMORGAN ACCESS	6043	Charge per transaction loaded to the J.P. Morgan ACCESS Cash Balances and Transactions Reporting service with a 45 day history	40086Z	\$ 0.150	\$ 0.1650
CLIENT ACCESS		JPMORGAN ACCESS	6052	Charge per transaction for Controlled Disbursement Check transactions loaded to J.P. Morgan ACCESS.	40086Z	\$ 0.150	\$ 0.1650
CLIENT ACCESS		JPMORGAN ACCESS	6053	Charge per item for Extended Transaction Detail loaded to J.P. Morgan ACCESS	40086Z	\$ -	\$ -
CURRENCY SERVICES	BANKING CENTER	CASH DEPOSITING	1306	Charge for a deposit of cash, check, or cash and check made at a Banking Center.	100000	\$ 4.000	\$ 4.0000
CURRENCY SERVICES	VAULT	CASH DEPOSITING	1310	Charge per for deposits processed through the vault.	100100	\$ 1.000	\$ 1.0800
CURRENCY SERVICES	VAULT	CASH DEPOSITING	1482	Charge per note for bills deposited in the Fed standard of 100 same denomination notes per strap with appropriate denominated wrapper.	100115	\$ 0.010	\$ -
CURRENCY SERVICES	VAULT	CASH DEPOSITING	1486	Charge per note for bills deposited not meeting the Fed standard of 100 same denomination notes per strap with appropriate denominated wrapper.	100114	\$ 0.030	\$ -
CURRENCY SERVICES	VAULT	CASH ORDERING	1477	Charge for a rolled coin order that is a full box of 50 rolls.	100148	\$ 0.050	\$ 0.1000
CURRENCY SERVICES	VAULT	CASH ORDERING	1495	Charge per order for a standard currency and coin order placed via VRU (Voice Response Unit), Web or electronic order file.	100141	\$ 5.000	\$ 5.2500
CURRENCY SERVICES	VAULT	CASH ORDERING	1497	Charge per strap for an order of a Fed standard (100 bills) strap.	10014A	\$ 0.350	\$ 0.3850
CURRENCY SERVICES	VAULT	CASH ORDERING	1498	Charge per order for expedited or special cash vault orders.	100143	\$ 25.000	\$ 27.5000
CURRENCY SERVICES	VAULT	CASH ORDERING	1499	Charge per loose bill ordered in a non-Fed standard strap.	100148	\$ 0.030	\$ 0.0300
DISBURSEMENT SERVICES	ACCOUNT RECONCILIATION	FULL RECONCILIATION	3205	Charge for each item reconciled on an account that has Full Reconciliation service.	200110	\$ 0.050	\$ 0.0440

**Schedule of Financial Institution Processing Charges**  
**Exhibit A, Attachment A**  
**December 1, 2022 through November 30, 2027**

Product Company	Sub-product	Service	Service Code	Service Description	AFP code	12/2017-11/2022 Pricing	12/2022-11/2027 Pricing
DISBURSEMENT SERVICES	ACCOUNT RECONCILIATION	FULL RECONCILIATION	3207	Monthly charge for each account on the Full Reconciliation service.	200010	\$ 100.000	\$ 100.000
DISBURSEMENT SERVICES	ACCOUNT RECONCILIATION	POSITIVE PAY	3262	Monthly fixed charge for each account with Positive Pay Services.	150030	\$ -	\$ -
DISBURSEMENT SERVICES	ACCOUNT RECONCILIATION	POSITIVE PAY	3271	Charge for each account on an input transmission that has Account Reconciliation Processing (ARP) services.	200201	\$ 8.520	\$ 8.5000
DISBURSEMENT SERVICES	ACCOUNT RECONCILIATION	RECON - OTHER	3291	Charge for each Account Reconciliation Processing output transmission.	200301	\$ 15.000	\$ 11.8280
DISBURSEMENT SERVICES	ACCOUNT RECONCILIATION	RECON - OTHER	3372	Charge for each Account Reconciliation in excess of one per month.	200325	\$ 25.000	\$ 27.5000
DISBURSEMENT SERVICES		CONTROLLED DISBURSEMENT	2205	Monthly maintenance charge for each Controlled Disbursement Account.	150000	\$ 100.000	\$ 108.000
DISBURSEMENT SERVICES		CONTROLLED DISBURSEMENT	2210	Charge per check for checks paid on a Controlled Disbursement Account.	150110	\$ 0.100	\$ 0.0586
DISBURSEMENT SERVICES		CONTROLLED DISBURSEMENT	5234	Charge per transfer for transferring funds from a Master Funding Account to replenish a Controlled Disbursement Account.	10112	\$ 0.700	\$ 0.7800
DISBURSEMENT SERVICES		CORPORATE CHECKING	2370	Charge per check paid or debit posted to a Demand Deposit Account.	10100	\$ 0.100	\$ 0.1250
DISBURSEMENT SERVICES		STOP PAYMENTS & OTHER	3499	Monthly charge for preventing all checks from posting to a DDA (Demand Deposit Account).	15002Z	\$ 3.000	\$ 3.0000
DISBURSEMENT SERVICES		STOP PAYMENTS & OTHER	6639	Charge for a stop payment order received via Payables Web Services or sent electronically to the Catalyst or Account Reconciliation Processing systems.	150410	\$ 15.000	\$ 15.0000
DISBURSEMENT SERVICES	WEB CHANNEL & IMAGE SVCS	IMAGE CAPTURE	3386	Charge per image for capture of all imageable transaction items (paid checks, deposit tickets, etc.) that are included in the CD ROM Image Viewer or made available for viewing online.	151351	\$ 0.030	\$ 0.0300
DISBURSEMENT SERVICES	WEB CHANNEL & IMAGE SVCS	JPMORGAN ACCESS CHECKS	3495	Charge per check paid for an account with the ACCESS Checks Inquiry with Image Retention B II Plan.	151351	\$ 0.030	\$ 0.0176
DISBURSEMENT SERVICES	WEB CHANNEL & IMAGE SVCS	JPMORGAN ACCESS CHECKS	6618	Monthly maintenance charge for Account Reconciliation Processing accounts for the ACCESS Checks Check Inquiry module.	151710	\$ 25.000	\$ 30.0000
DISBURSEMENT SERVICES	WEB CHANNEL & IMAGE SVCS	JPMORGAN ACCESS CHECKS	6620	Monthly maintenance charge for ACCESS Checks delivery of ARP Reconciliation Reports and Bank Statements.	200306	\$ -	\$ -
DISBURSEMENT SERVICES	WEB CHANNEL & IMAGE SVCS	JPMORGAN ACCESS CHECKS	6625	Monthly per account charge for receiving e-mail notification of Positive Pay or ACH Transaction Review exception items via ACCESS Checks	150030	\$ 10.000	\$ 10.0000
DISBURSEMENT SERVICES	WEB CHANNEL & IMAGE SVCS	JPMORGAN ACCESS CHECKS	6641	Monthly charge for each account with the Data Download r	200306	\$ 20.000	\$ 20.0000
GLOBAL CLEARING - USD	CORE USD CLEARING	CREDITS	5886	Credit to customer's account where the debit party was another J.P.Morgan account holder.	350320	\$ 5.000	\$ 5.0000
GLOBAL CLEARING - USD	CORE USD CLEARING	CREDITS	5887	Charge for an incoming credit received from another bank via the Federal Reserve system and processed straight through without operator intervention	350300	\$ 7.000	\$ 7.5600
GLOBAL CLEARING - USD	CORE USD CLEARING	DEPT DEBITS	5841	Charge per transaction for a debit to a client's account, initiated by the Bank, that results in a credit to another account held with J.P. Morgan.	350220	\$ 100.000	\$ 80.0000
GLOBAL CLEARING - USD	CORE USD CLEARING	DEPT DEBITS	5842	Charge per transaction for a debit to a client's account, initiated by the Bank, that results in a Fed transfer to another bank	350220	\$ 100.000	\$ 108.000
GLOBAL CLEARING - USD	CORE USD CLEARING	DRAWDOWNS	5962	Charge per transaction for a Fedwire drawdown request, initiated electronically, to draw funds in to a J.P.Morgan account.	350521	\$ 5.000	\$ 5.0000
GLOBAL CLEARING - USD	CORE USD CLEARING	ELECTRONIC DEBITS	5822	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in a credit to another J.P. Morgan account.	350124	\$ 5.000	\$ 5.0000
GLOBAL CLEARING - USD	CORE USD CLEARING	ELECTRONIC DEBITS	5824	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound Fedwire.	350100	\$ 6.750	\$ 7.3000
GLOBAL CLEARING - USD	CORE USD CLEARING	ELECTRONIC DEBITS	5826	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound CHIPS payment	350110	\$ 6.750	\$ 7.3000
GLOBAL CLEARING - USD	CORE USD CLEARING	ESERVE SERVICE	5879	Charge for an investigation, initiated via eServe, requesting more information about a transaction coded UTA - Unable to Apply, or BCNR - Beneficiary Claims Non-Receipt	350560	\$ -	\$ -
GLOBAL CLEARING - USD	CORE USD CLEARING	SERVICE	5967	Charge for an investigation of a Fed or CHIPS payment returned from the receiving bank.	350560	\$ 25.000	\$ 22.0000
GLOBAL CLEARING - USD	CORE USD CLEARING	TRANSACTION SERVICES	5446	Pass-through of Fed surcharge on all Fedwire debit or credit instructions received by JPMC that are greater than \$10 million	350599	\$ 0.1400	\$ 0.1400
GLOBAL CLEARING - USD	CORE USD CLEARING	TRANSACTION SERVICES	5882	Charge to store repetitive payment instructions on the Bank's processing application	350551	\$ 1.1000	\$ 1.1000
GLOBAL CLEARING - USD	CORE USD CLEARING	TRANSACTION SERVICES	5883	Fee that JPM is charged per transaction by the Federal Reserve Bank for Fedwire debits and credits.	350599	\$ 0.1700	\$ 0.1900
GLOBAL CLEARING - USD	CORE USD CLEARING	TRANSACTION SERVICES	5884	Message fee per transaction that J.P. Morgan is charged by the New York Clearing House for CHIPS debits.	350599	\$ 0.1800	\$ 0.2000
GLOBAL CLEARING - USD	OTHER USD CLEARING	SOFT-AUTOMATED STANDING INSTRU	5443	Charge per transaction to determine the balance requirement for a SOFTI (Standing Order Financial Transaction Initiation) automated funds transfer	409999	\$ 8.0000	\$ 8.0000
LIQUIDITY MANAGEMENT		OVERDRAFTS	105	Flat charge incurred each business day that an account is negatively collected.	212	\$ -	\$ -
LOCKBOX - WHOLESALE	NATIONAL WHOLESALE LBX	RECEIVABLES EDGE BROWSER	6179	Monthly maintenance charge per lockbox subscribed to Receivables Edge Check and Document Image Presentment via web access. Checks and documents are available for same day viewing.	50005	\$ 150.000	\$ 45.0000
LOCKBOX - WHOLESALE	NATIONAL WHOLESALE LBX	RECEIVABLES EDGE BROWSER	6187	Assessed first month for each check image page for long term storage in the bank's archive for a lockbox subscribing to Doc Image or Receivables Presentment. Includes initial month on high-speed storage & 10 years in tape archive.	50620	\$ 0.0300	\$ 0.0250
LOCKBOX - WHOLESALE	NATIONAL WHOLESALE LBX	RECEIVABLES EDGE BROWSER	6188	Assessed first month for each b&w document image page for long term storage in the bank's archive with Doc Image or Receivables Presentment subscription. Includes initial month of high-speed storage and 10 years in tape archive.	50620	\$ 0.0600	\$ 0.0475

**Schedule of Financial Institution Processing Charges**  
**Exhibit A, Attachment A**  
**December 1, 2022 through November 30, 2027**

Product Company	Sub-product	Service	Service Code	Service Description	AFP code	12/2017-11/2022 Pricing	12/2022-11/2027 Pricing
LOCKBOX - WHOLESALE	NATIONAL WHOLESALE LBX	RECEIVABLES EDGE BROWSER	6161	Transaction charge per check that cannot be processed for deposit through the remote capture lockbox. Unprocessable items are sent manually to the client for research and adjustment.	50530	\$ 1.0000	\$ 1.0000
LOCKBOX - WHOLESALE	NATIONAL WHOLESALE LBX	RECEIVABLES EDGE BROWSER	6158	Monthly maintenance charge for a remote capture lockbox that can process and deposit check and material data and images.	101300	\$ 100.0000	\$ 108.0000
LOCKBOX - WHOLESALE	NATIONAL WHOLESALE LBX	RECEIVABLES EDGE BROWSER	6159	Transaction charge per check processed through a remote capture lockbox. Includes capture of check and/or document image with out paper copy.	101320	\$ 0.5000	\$ 0.5000
ACCOUNT SERVICES		NEGATIVE COLLECTED BAL FEE	108	Interest charge assessed on negative collected balances. A calculation is performed next day on the overdraft balance amount and charged monthly.	000210		\$ 97.8500
ACCOUNT SERVICES		OVERDRAFT NSF ITEM PAID	2316	Overdraft charge per item for each item paid on an account with insufficient funds.	150340		\$ -
AUTOMATED CLEARING HOUSE		RETURN NOTIFICATION - ONLINE	2729	Charge for each Return item reported online via the J.P. Morgan ACCESS Special Report module	250400		\$ 0.0590
AUTOMATED CLEARING HOUSE		NOTIF OF CHANGE - ONLINE	2730	Charge for each Notification of Change item reported online via the J.P. Morgan ACCESS Special Report module	250400		\$ 0.0590
AUTOMATED CLEARING HOUSE		CREDIT ORIGINATED - JPM ACCESS	2742	Charge per ACH credit transaction originated via J.P. Morgan ACCESS.	250101		\$ 0.5000
AUTOMATED CLEARING HOUSE		DEBIT ORIGINATED - JPM ACCESS	2744	Charge per ACH debit transaction originated via J.P. Morgan ACCESS.	250100		\$ 0.5000
AUTOMATED CLEARING HOUSE		JPM ACCESS ACH MAINTENANCE	2746	Monthly maintenance charge per company ID for J.P. Morgan ACCESS ACH services.	250000		\$ 45.0000
DISBURSEMENT SERVICES		STOP PAYMENT AUTOMATIC RENEWA	2338	Charge for the automatic annual renewal of a commercial stop payment instruction.	150412		\$ 0.2200
JPMORGAN ACCESS		TRANSACTIONS REPORTED - 1 YEAR	6045	Charge per transaction loaded to J.P. Morgan ACCESS Cash Balances and Transactions Reporting with a 1 year history.	40086Z		\$ 0.0770
RECONCILIATION SERVICES		EXCESSIVE ARP REJECTS	3293	Charge for Account Reconciliation check exceptions that were in excess of 1% of the total monthly paid check volume.	200209		\$ 1.0800
VAULT SERVICES		VAULT NOTES DEPOSITED	1471	Charge per note for bills deposited through the vault.	100118		\$ 0.0190
WIRE - U.S.		ELECTRONIC BOOK DEBIT REPAIR	5823	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in a credit to another J.P. Morgan account.	350122		\$ 1.0000
CHECK DEPOSITS	VIRTUAL REMIT REMOTE DE	REMOTE DEPOSIT CAPTURE ITEM	541	Charge for each check image submitted for deposit and clearing through the Remote Deposit Capture system.	101310		\$ 0.1500
CHECK DEPOSITS	VIRTUAL REMIT REMOTE DE	REMOTE DEPOSIT CAPTURE MAINT	548	Monthly maintenance charge for the Remote Deposit Capture service.	101300		\$ 22.0000

**EXHIBIT B**  
**MISSION SUPPORT AND TEST SERVICES LLC**  
**SERVICES SUBCONTRACT**

**STATEMENT OF WORK**

**STATEMENT OF WORK**

1. General Information

Payments cleared funding as a method used by the Federal Government to provide funds to a Contractor who is performing services or providing goods to the Department of Energy (DOE). Under this method, the Contractor issues payments for program purposes. When these payments clear the financial institution, the payments are totaled, and the financial institution draws funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to the Contractor's account. The financial institution is compensated for services performed either in the form of a direct payment of fee or a noninterest-bearing time deposit. Information necessary to bid for and operate such an account and to establish the reporting requirements the financial institution must meet are provided below.

2. Operating Requirements

The financial institution will total the payments cleared against the special account and subtract any deposits. This sum will be drawn from the ASAP 1031 account at FRB-Richmond. The amount of the drawdown should be sufficient to maintain the account balance net positive and as close to zero as administratively possible. The institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The drawdown is effected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern Time. Enrollment forms that will permit withdrawal of funds from the ASAP 1031 account at FRB-Richmond will be provided to the financial institution. The institution will complete the forms and return them to the Contractor for further processing.

If the financial institution providing these services is a branch of a parent institution, the drawdown on ASAP 1031 and subsequent transfer of funds from FRB-Richmond must be accomplished in time for the branch to receive same-day credit for the funds requested.

Local Services: Commercial Deposit-Cash Vault:

- a) Commercial operations at the Nevada National Security Site (NNSS) require change services and shall be transported approximately once a week via armored car service to the local financial institution in Las Vegas, NV. Services to be provided by the local financial institution shall include the acceptance of the currency being delivered and change service as directed by the Contractor.
- b) Services required by Contractor include:
  - Currency Supplied per \$100-Vault: Currency change orders provided via armored carrier to clients.
  - Coin Per Roll-Vault: Processing of change orders for coin rolls at a banking center.
  - Coin Purchased-Roll-Standard Box-Vault: Providing rolled coin in standard boxes
  - Vault Change Order-Per Change: Change orders.

Local Support for: Deposits, Withdrawals, & Cash Vault Services for Mercury, NV at a Las Vegas, NV local branch to include armored car pickup of deposits and delivery of coinage and bills. Also provide

Contractor check cashing services for payees at branch offices. Payee must NOT be required to have a bank account at the financial institution to cash a Contractor check.

### 3. COMPENSATION

The Institution will be paid by the contractor under the direct payment method.

### 4. INFORMATION SYSTEM REQUIREMENTS

Financial Institution to provide a complete electronic bank statement available to import in industry standard format such as BAI.2. Fees associated with Mission Support and Technical Services LLC, Flex Account, are to be segregated from other fees.

### 5. PENALTIES ON EXCESS FUNDS

If the financial institution has a pattern of excess drawdowns and fails to correct the problem after written notice from the DOE, the financial institution will be assessed interest on all excess balances at the Federal Funds Rate for the month(s) and the special financial institution account agreement will be terminated. Penalties will be remitted to the cognizant DOE finance office.

### 6. REPORTING REQUIREMENTS

The financial institution will provide the Contractor with a bank statement and an account analysis monthly. The account analysis will include the data necessary for the finance office to determine that the costs of the services are commensurate with the level of compensation being provided to the financial institution, and that the average daily demand account balance is being maintained net positive and as close to zero as administratively possible.

### 7. ACCOUNT DESCRIPTIONS:

#### Zero Balance Accounts Funded by the Department of the Treasury:

Mission Support and Test Services LLC, Letter of Credit Account  
Mission Support and Test Services LLC, Payroll Account  
Mission Support and Test Services LLC, Accounts Payable Account

#### Manually Funded Account:

Mission Support and Test Services LLC, Flex Account

### 8. LETTER OF CREDIT AND CONTROLLED DISBURSEMENT ACCOUNTS:

Full Reconciliation, Partial Reconciliation, Check Retention, Photo Fax, Photocopy Electronic, Stop Payment Manual, Stop Payment Electronic, Stop Payments Removed, Controlled Disbursement Account Funding, Positive Pay, Positive Pay Exception Notification, Signature Referral, Stale Dating, Manual Issues/Cancel, Image Capture, ACH Services, ACH Stop Payment/ Reversal, Debit Block, Access to current balances and transactions daily, Send Wires (Domestic and International), Letter of Credit Drawdown's from the Department of Treasury, Deposits, Accept Deposits for the Treasury General Account, and Electronic file available to import with issue/paid check information (i.e., account issued/paid from, amount, date, transaction code) but prefer to have complete electronic bank statement available to import in industry standard format such as BAI.2.

### 9. ATTACHMENTS

1. Attachment A, Local Services
2. Attachment B, ACH Origination Service Terms

**EXHIBIT B, ATTACHMENT A  
LOCAL SERVICES**

**I. CASH ORDERS**

**1. Cash Orders.**

The Contractor may issue written instructions to the Financial Institution to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Contractor in accordance with the Financial Institution's guidelines ("Cash Order"). The Contractor acknowledges that Cash Orders can be transmitted to the Financial Institution only during such time as set forth in the guidelines. The Financial Institution is authorized to debit the account of the Contractor designated in the Cash Order for the amount of a Cash Order (the "Cash"). If the Financial Institution has agreed to such an arrangement, the Contractor may also place a Cash Order directly at one of the Financial Institution's branch locations by issuing a check to debit the Contractor's account at the Financial Institution or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Financial Institution is authorized to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Contractor at the Financial Institution.

**2. Cash Limits.**

The Financial Institution and the Contractor may agree to the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").

**3. Discrepancies for Cash Orders.**

All Cash Orders must be validated by the Contractor within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Contractor may contact Cash Services Contractor Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Financial Institution and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Contractor will have no right to request or receive an adjustment after such time period.

**4. Cancellations and Amendments.**

A Cash Order may be cancelled by the Contractor telephonically, electronically or in writing by a person the Financial Institution reasonably believes to be authorized to act on behalf of the Contractor and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Financial Institution will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.

**5. Notice of Rejection.**

If the Financial Institution rejects a Cash Order, it will promptly notify the Contractor of the reason.

**6. Notice of Execution.**

The Financial Institution will notify the Contractor when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order, the Contractor notifies the Financial Institution in writing that a Cash Order was unauthorized or otherwise unenforceable against the Contractor, the Financial Institution shall not be liable for executing the Cash Order as notified, including any loss of interest.

**7. Security Procedure.**

The Contractor must place a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Contractor and the Financial Institution, based upon codes assigned by the Financial Institution to the Contractor which identify the Contractor and the location (collectively, "Codes"). The Contractor agrees that use of Codes constitutes a security procedure for verifying the authenticity of a Cash Order as being that of the



Contractor ("Security Procedure. The Contractor and Financial Institution will maintain reasonable security and control of the Codes. The Financial Institution is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Contractor restricting acceptance of any Cash Order or Cancellation is binding on the Financial Institution, except as set forth in these Service Terms or in a writing signed by the Contractor and the Financial Institution. These Security Procedures do not apply to Cash Order requests made by the Contractor at one of our branch locations when the Contractor is making a "cash for cash" exchange or issuing a check to debit the Contractor's account at the Financial Institution.

8. **Geographical Limitations for Cash Orders.** The Contractor represents and warrants that all Cash Orders will be used by Contractor in its normal course of business at the Contractor's store/office locations in the United States.

## II. CASH DEPOSITS

### 1. Standard Courier Service.

The Contractor may deliver and pick up shipments of cash or checks to or from the Financial Institution by using the services of a courier that has been authorized by the Financial Institution, who will act solely as the Contractor's agent. The courier must comply with the Financial Institution's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Financial Institution may refuse to permit any courier to enter its premises with or without cause, in which case the Financial Institution will use reasonable efforts to promptly notify the Contractor. With regard to the Contractor's couriers, the Contractor is responsible for any individual's actions while at the Financial Institution's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Financial Institution has followed its customary procedures for identifying the individual.

### 2. Deposit Presentment and Processing for Standard Courier Service.

With regard to deposits delivered to one of the Financial Institution's vault areas, the Contractor must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Financial Institution's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Contractor provides proof satisfactory to the Financial Institution of the Contractor's authority to redeem food stamps. The Financial Institution will open the bags and process the deposits.

- i. **Delivery to Vault.** If the Financial Institution agrees to accept the Contractor deposits at a vault location, the Financial Institution will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Contractor notifies the Financial Institution by telephone or by electronic means.
- ii. **Delivery to Branch for Delayed Processing.** If the Financial Institution agrees to accept your deposits at a branch location, the Financial Institution will not verify the amount of the deposits at the time of receipt, but will provide the Contractor with a receipt showing the amount indicated the Contractor's deposit slip. This receipt is not an acknowledgment of the contents of any bag.

### 3. Courier Service through the use of a Smart Safe.

The Contractor may use the services of a courier that has been authorized by the Financial Institution, who will act solely as the Contractor's agent. The courier must comply with the Financial Institution's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing

courier services. The Financial Institution may refuse to permit any courier to enter its premises with or without cause, in which case the Financial Institution will use reasonable efforts to promptly notify the Contractor. The Contractor will place only Cash in the smart safes which will be maintained by the Contractor's courier. The Contractor's courier is authorized to transmit the Cash information to the Financial Institution on the Contractor's behalf and the Financial Institution, upon receipt of such data transmission, will provide provisional credit to the Contractor's designated account. [The courier will deliver the Cash to the Financial Institution as directed by the Financial Institution at the Contractor's expense. The Contractor authorizes the Financial Institution to instruct the courier to pick up any Cash for which the Financial Institution has given provisional credit at any time at the Contractor's expense.

**4. Deposit Presentment and Processing Courier Service through the use of a Smart Safe.**

The Contractor agrees that once the Cash is in the smart safe, the Contractor no longer has any ownership, control or rights with regard to the physical Cash and that the Financial Institution is authorized to rely upon the transmitted information from the Contractor's courier with regard to deposits or adjustments to the Contractor's deposit account with the Financial Institution. Once the Contractor's courier has completed the verification of the Cash from the smart safe and has transmitted the deposit/adjustment information to the Financial Institution, the Cash is then placed into the Financial Institution's inventory at the courier's location. In the event of a dispute related to the amount credited to the Contractor's deposit account, the Contractor will initiate its claim and request for an investigation with its courier.

**5. Discrepancies.**

All deposits are subject to verification. If there are differences between the amount credited by the Financial Institution and the amount shown on the deposit slips prepared by the Contractor, the receipt provided to the Contractor or its agent upon initial presentment or the transmission received from the courier on the Contractor's behalf, the currency will be re-counted. The Financial Institution's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Contractor, and the Financial Institution may correct any credit made to the Contractor's account. The Financial Institution will notify the Contractor's representative designated in the service implementation questionnaire if the difference is more than any minimum amount specified in the Financial Institution's guidelines.

**6. Geographical Limitations for Cash Deposits.**

Cash Deposits must be delivered to the Financial Institution by Contractor's courier and from Contractor's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited.

**7. Relationship upon Delivery of Bags.**

Until the Financial Institution counts or re-counts the contents of the bags and enters a final credit to the Contractor's account, the Financial Institution is not responsible any claimed contents of the bags. The Contractor should not include anything in a bag other than Cash and its deposit slip, and the Financial Institution shall have no responsibility or liability if there is any other property included or claimed to have been included in a bag.

**8. Deliveries to an Unattended Facility.**

If the Financial Institution agrees to allow the Contractor to use one of our unattended facilities (including but not limited to a night depository or commercial ATM) the Financial Institution may provide the Contractor with an access device (such as a key or card that may require a Personal Identification Number ("PIN")). The Contractor must return all access devices to the Financial Institution upon the Financial Institution's request. The Financial Institution will process any deposits delivered to an unattended facility as provided for in the Financial Institution's guidelines. If the Contractor receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bags. While the Contractor or the Contractor's designated courier agent is physically present at one of the Financial Institution's unattended facilities, the Contractor is a licensee only and the Financial Institution has no

responsibility for the safety of the Contractor or its Courier while at such facility.

**9. Liability at Unattended facility.**

The Contractor assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Financial Institution is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Contractor's responsibility to verify that its bags have dropped down completely into the facility and the Contractor agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Financial Institution will not be liable to the Contractor if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.

## EXHIBIT B, ATTACHMENT B

### ACH ORIGINATION SERVICE TERMS

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The origination of ACH Entries and the transmission and issuance of other transactions and information will be pursuant to these Service Terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in these ACH Service Terms, unless otherwise defined in the account documentation or these Service Terms, shall have the same meanings as set forth in the Rules. Customer and **JPMorgan Chase Bank, N.A.** (the "Bank") agree to comply with and be bound by the Rules as in effect from time to time.

1. **Service.** Bank provides automated clearing house ("ACH") origination services that will enable Customer to do one or more of the following:
  - originate ACH Debit Entries;
  - originate ACH Credit Entries; and
  - instruct the Bank to issue or transmit prenotifications, reversals, requests for return, notifications of change or other information pertaining to the Entries.

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is Customer's responsibility to provide Entries and instructions to Bank with all the necessary information to complete Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria Bank specifies for acceptance. All requests to Bank must be received by Bank before Bank's established cut-off time in order for processing to commence on that ACH processing day. Any request that is incomplete or that Bank finishes receiving after the relevant cut-off time will be processed by Bank on the next day Bank processes ACH transactions. All transactions are subject to acceptance by Bank. Bank will notify Customer of any transactions or other transmissions that are rejected or returned. If Customer wants Bank to re-process those transactions or transmissions, Customer must correct them and re-submit them. Customer agrees to furnish Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

2. **Security and Data Protection Procedures.** All instructions received by Bank in Customer's name are subject to verification pursuant to mutually agreed security procedures. If Bank follows those procedures, Bank may process and transmit transactions or information in Customer's name. Unless Customer and Bank both otherwise agree, transmissions to Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to Bank. If Customer uses a security procedure other than as described above, Customer acknowledges that Customer refused Bank's security procedure and chose another and Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the security procedure Customer chose. If Customer elects not to utilize recommended message authentication and/or encryption technology, Customer assumes all responsibility for unauthorized disclosure or unauthorized access to Customer's data that occurs during

transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

**3. Settlement and Exposure Limits.** On the settlement date, Bank will credit Customer's account with Bank that Customer specifies for the total of:

- Customer's Debit Entries that Bank processed for settlement that day;
- RCCs issued for deposit to Customer's account on that day; and
- any returned or reversed Credit Entries.

Bank may delay the availability of funds deposited into Customer's account by Debit Entry or RCC until those transactions cannot be reversed in accordance with the Rules or applicable law.

Bank will debit Customer's account with Bank that Customer specifies for the total of Credit Entries processed in Customer's name and for any returned Debit Entries and RCCs. Bank may require Customer to pay Bank the amount of any Credit Entries on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of Credit Entries and/or Debit Entries and RCCs that Bank will release on Customer's behalf. Bank may change or cancel the limits at any time without prior notice to Customer; although Bank will try to notify Customer before Bank does that.

**4. Warranties.** Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the Rules. In the case of an Entry to another account with Bank, warranties will be deemed to be given as of the time Bank first processes the Entry. Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and covenants that (a) each Entry and RCC it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States, (b) unless Customer has identified itself to Bank as a Third Party Sender (as defined in Section 7) and obtained Bank's express consent to originate Entries as a Third Party Sender, Customer will not originate any Entries, or use any of its Company IDs to originate Entries, on behalf of third parties (including, without limitation, any affiliate of Customer), and (c) Customer will not permit a third party to originate Entries using a Customer account as the offset account unless Customer obtains Bank's express consent to do so.

**5. Stop Payments; Reversals and Recalls; Rejections.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Instructions to reverse or recall an ACH Credit Entry that are not initiated by Customer in time to meet the prescribed NACHA deadline for reversals may be originated by Bank as a Debit Entry; Customer shall obtain authorization from the Receiver in accordance with the Rules for any such Debit Entry and all other terms of these Service Terms applicable to Debit Entries shall apply. Entries or other instructions may not be amended or modified.

If Customer originates Debit Entries to an account or accounts at a financial institution that is not a Participating Depository Financial Institution in the ACH system (such account hereafter called a "Non-ACH Eligible Account"), all such Debit Entries will be rejected unless Customer subscribes to a service, subject to Bank's prior consent, pursuant to which Bank will process each such Debit Entry to a Non-ACH Eligible Account by preparing a remotely created check, as such term is defined in Federal Reserve Regulation CC (an "RCC"), on the Customer's behalf. The RCC will be drawn in the amount and on the Non-Eligible ACH Account of the individual or entity specified as the receiver in the Customer's instructions and will be deposited to the Customer's designated account with Bank, Such RCC will thereafter be processed through the check clearing

system. If the Customer is using such service, the Customer hereby authorizes the Bank to create each RCC as described herein and the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated in the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC. All other terms herein related to Entries shall also apply to RCCs created under this Section. The Bank shall not create or process RCCs or other paper drafts in lieu of ACH Debits under any circumstances other than for Non-ACH Eligible Accounts and only when the Bank has consented to provide such service, even if the Customer includes an instruction in its file for the Bank to otherwise originate an RCC or paper draft.

- 6. Third Party Service Providers.** Customer may choose to use a third party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on Customer's behalf. If Bank accepts such Entries or other instructions, Customer will be bound by them. Customer is responsible for all actions taken or not taken by Customer's provider and Customer is responsible for all costs and expenses of Customer's provider.
- 7. Third Party Sender.** If Customer is a Third Party Sender, as such term is hereafter defined, (a) Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, Customer shall indemnify, defend and hold Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) Customer agrees to cooperate with Bank regarding any request for information concerning the identity of any Originator; and (d) Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any agreement, understanding or arrangement between Customer and the Originator. Further, Bank will rely on Customer to evaluate the legitimacy of the Originators and their transactions originated by Customer and for ensuring that instructions do not involve illegal activities. Customer must notify Bank immediately if Customer suspects or become aware of any activity or transaction of an Originator that Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. Bank will be entitled at any time upon notice to Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf are originating Entries if Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if Bank becomes aware of any information indicating suspicious, fraudulent or illegal activity related to such Originator or for any other reason. As used herein, "Third Party Sender" means an entity that is not an Originator, that has authorized an ODFI or another Third Party Sender to transmit, for the account of the Third Party Sender or another Third Party Sender, (i) a credit entry to the account of a Receiver in order to effect a payment from the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry) to the Receiver, or (ii) a debit entry to the account of a Receiver in order to effect a payment from the Receiver to the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry). Without limitation of the foregoing, Third Party Senders include U.S. regulated financial institutions, brokers and other financial intermediaries as well as any other regulated or unregulated payment processors that are customers of the Bank and use their accounts to process payments for third parties (including affiliates of the Customer).
- 8. IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's

account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made available to the Receiver at the opening of business on the Settlement date; cleared IAT Credit Entries must be made available no later than the Settlement Date of the Entry, but funds are not required to be available at opening of business on the Settlement Date.

- 9. Same Day Entries.** The terms set forth in this Section 9 apply to any Same Day Entry, as such term is defined in the Rules, originated by the Customer. From and after the effective date specified under the Rules for Same Day Credit Entries and Same Day Debit Entries (or such other dates as may be communicated to the Customer by the Bank), subject to the conditions set forth in this Section 9, any Credit Entry or Debit Entry submitted to the Bank that meets the criteria set forth in the Rules for a Same Day Entry ("Same Day Criteria") may be processed and released by the Bank in such time and manner as to enable same day processing and settlement by the applicable ACH Operator and RDFI.

The Bank may, in its sole discretion, provide the Same Day ACH Service to its customer segments on either an opt-out basis or an opt-in basis. If the Service is provided to the Customer on an opt-out basis, any Credit Entry or Debit Entry transmitted to the Bank in the name of the Customer that meets the Same Day Criteria may be processed as a Same Day Entry (from and after the Respective Implementation Date), and the Customer will be charged applicable fees for such processing. The Customer may elect to exclude transactions from Same Day ACH processing by notifying the Bank in writing (or by such other means as the Bank may specify) of specified Company IDs that the Customer wants to exclude from Same Day ACH processing even if the Same Day Criteria are met. In such case, the Bank will exclude files/Entries with such Company IDs from the Service. If the Service is provided to the Customer on an opt-in basis, the Customer may request that its originated Entries meeting the Same Day Criteria be processed on a same day basis; otherwise, such Entries will not be processed on a same day basis. As a result of the implementation of the Same Day ACH processing, there may be changes to the posting times for Entries; Same Day ACH Entries as well as Entries originated to accounts of Receivers at the Bank may be posted to Receivers' accounts earlier than posting was occurring prior to implementation of Same Day ACH processing. Notwithstanding anything to the contrary contained in these Service Terms, certain Bank transmission channels will not provide capability for origination of Same Day ACH Entries or will provide such capability at a later time than other channels.

- 10. Incorporation of Account Documentation; Termination.** The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Origination Services, Customer agrees to these Service Terms. In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.

EXHIBIT C

MISSION SUPPORT AND TEST SERVICES LLC  
FIXED PRICE COMMERCIAL SERVICES SUBCONTRACT

GENERAL CONDITIONS

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## EXHIBIT C

### FIXED PRICE COMMERCIAL SERVICES SUBCONTRACT GENERAL CONDITIONS

#### C-1 ACCEPTANCE OF TERMS AND CONDITIONS

JPMorgan Chase Bank, N.A. (hereinafter referred to as "SUBCONTRACTOR"), by signing the subcontract, agrees to comply with all the terms and conditions and all specifications and other documents that this order incorporates by reference or attachment.

#### C-2 PAYMENT AND INVOICES

Electronic funds transfer is the preferred method of payment used by Mission Support and Test Services LLC (hereinafter referred to as "CONTRACTOR"). To take advantage of this expedited payment process, request form FRM-0870.

Unless otherwise provided, terms of payment shall be net 30 days from the later of (1) receipt of SUBCONTRACTOR's proper invoice, if required, or (2) delivery of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that SUBCONTRACTOR indicates. Payments may be made either by check or electronic funds transfer.

To expedite payment, e-mail all invoices directly to the Accounts Payable Department at [apinvprd@nv.doe.gov](mailto:apinvprd@nv.doe.gov). Invoice images are accepted only in PDF and TIF format with each invoice to be submitted separately. This e-mail address is to be used for invoices only, not for Statements and Billing Slips.

SUBCONTRACTOR shall submit all billings, including the final billing, detailed by Subcontract Line Item Number on the original invoice to:

Mission Support and Test Services LLC  
P.O. Box 98521, M/S NLV025  
Las Vegas, NV 89193-8521  
Attention: Accounts Payable  
Reference: Subcontract No. 196641

#### C-3 CONTRACTOR AUTHORIZED REPRESENTATIVE

Only the Procurement Representative is authorized on behalf of CONTRACTOR to issue changes whether formal or informal.

#### C-4 PUBLICITY AND ADVERTISING

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this Subcontract, or the CONTRACTOR'S Prime Contract, or the Government's operations, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

SUBCONTRACTOR shall not allow any publication or public presentation of information developed during the Work (including without limitation reports, journal articles, thesis or dissertations, conference presentations and the like) without prior clearance from CONTRACTOR and approval by the Government. SUBCONTRACTOR should allow at least 45 days for the clearance process, or a longer time if Classified, Controlled Nuclear, or other sensitive information is involved.

## EXHIBIT C

### C-5 ORDER OF PRECEDENCE

The Subcontract Agreement Form and all documents listed therein are essential parts of the Subcontract and a requirement occurring in one is binding as though occurring in all. The order of precedence for the Subcontract Agreement Form and all documents listed therein shall be as follows:

1. Special Financial Institution Account Agreement
2. Exhibit C - General Conditions
3. Exhibit B - Statement of Work
4. Exhibit A - Quantities and Prices

The foregoing notwithstanding, conflicts, discrepancies, errors, or omissions among the various Subcontract documents shall be submitted immediately by SUBCONTRACTOR for decision and such decision shall be final.

### C-6 OPTION

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

The SUBCONTRACTOR hereby grants to the CONTRACTOR the unilateral right to extend this subcontract Two (2) additional terms of one (1) year(s) each at the unit prices listed on Form A under in Exhibit A. The CONTRACTOR will give the SUBCONTRACTOR written notice of intent to exercise the option year thirty (30) days before expiration of the subcontract, and thereafter will exercise said option before the expiration of the subcontract.

### C-7 INCORPORATION BY REFERENCE

This order incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For FAR provisions incorporated by reference, "CONTRACTOR" means SUBCONTRACTOR and "Contracting Officer" means CONTRACTOR (MSTS) or the Procurement Representative. The following clauses are incorporated by reference.

### C-8 APPLICABLE TO ALL AGREEMENTS AS IDENTIFIED IN THE SPECIAL APPLICATION INSTRUCTIONS

FAR/DEAR CLAUSE	TITLE	SPECIAL APPLICATION INSTRUCTIONS
52.222-21	Prohibition of Segregated Facilities (04/2015)	Applicable to all subcontracts
52.222-26	Equal Opportunity (09/2016)	Applicable to all subcontracts
52.222-35	Equal Opportunity for Veterans (06/2020)	Applicable to all subcontracts
52.222-36	Equal Opportunity for Workers with Disabilities (06/2020)	Applies to subcontracts over \$15K
52.222-37	Employment Reports on Veterans (06/2020)	Applicable to all subcontracts – establishes annual reporting requirements
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (12/2010)	Applies to subcontracts over \$10K

## EXHIBIT C

52.222-50	Combating Trafficking in Persons (11/2021)	Applicable to all subcontracts
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (06/2020)	Applies to subcontracts that exceed the micro-purchase threshold
52.225-13	Restrictions on Certain Foreign Purchases (02/2021)	Applicable to all subcontracts
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (11/2021)	