

REQUEST FOR QUALIFICATIONS AND PROPOSALS

Water and Wastewater Utility Financial Consulting Services

RFP #2025-001

Solicitation Date: August 22, 2025



SOLICITATION BACKGROUND

Moonshot Missions Inc (“Moonshot”) is requesting bids for the following Request for Qualifications and Proposals:

Water and Wastewater Utility Financial Consulting Services - RFP #2025- 001

Specifications and instructions to Proposers are available on the Moonshot website at www.moonshotmissions.org. It is the responsibility of the Proposer to visit this website for any addendums. It is the responsibility of the Proposer to ensure compliance with all federal, state, and local laws and regulations.

Moonshot reserves the right to accept or reject any proposal, waive any informalities in the proposals received, and award to the Proposer(s) deemed most favorable to the interests of Moonshot and its client(s).

All bids shall be emailed to procurement@moonshotmissions.org with the project name and number clearly marked in the subject line and must be received by 5:00 pm Eastern Time (ET) on SEPTEMBER 15, 2025. NO BIDS WILL BE ACCEPTED AFTER 5:00 PM ET.

Solicitation Schedule

	Dates
Solicitation Posted	August 22
Submit Questions via email	September 2
Addenda in Response to Questions	September 8
Qualifications and Proposals Due	September 15
Notification to Short-Listed Vendors	TBD
Scope of Services and Proposal Negotiation	TBD
Selection of Firm(s)/Award(s)	TBD



REQUEST FOR QUALIFICATIONS AND PROPOSALS

Water and Wastewater Utility Financial Consulting Services – RFP # 2025-001

Moonshot Missions Inc. (“Moonshot”) is soliciting responses to the above-referenced Request for Qualifications and Proposals (RFP). Vendors with proven financial consulting experience in drinking water, wastewater, and stormwater systems are invited to submit proposals for the Scope of Services described in this RFP.

I. PURPOSE AND BACKGROUND

Moonshot Missions Inc. is a 501(c)(3) nonprofit organization dedicated to providing technical, managerial, and financial (TMF) assistance to small, rural, and tribal water utilities—typically serving populations of 10,000 or fewer—in the United States and its territories. Our mission is to help utilities improve operational efficiency, achieve financial sustainability, and maintain regulatory compliance, while ensuring safe, reliable, and affordable drinking water, wastewater, and stormwater services for the communities they serve.

Moonshot’s technical assistance (TA) includes a wide range of TMF services tailored to the needs of under-resourced utilities. These services often address complex issues such as capital planning, rate setting, and other financial, operational, and governance challenges that impact long-term sustainability.

Through this solicitation, Moonshot is requesting Statements of Qualifications and Proposals from qualified firms to provide financial consulting services as described in **Section II – Scope of Services**. Firms will be evaluated on their demonstrated competence and qualifications for the services sought. Selected firm(s) will be engaged subject to negotiation of fair and reasonable compensation in a final written Master Services Agreement. This procurement is governed by **2 CFR Part 200** federal procurement standards.

Terms

The work performed under the Master Service Agreement(s) and negotiated with the selected proposers must meet the requirements of applicable sections of 2 CFR Part 200.

II. SCOPE OF SERVICES

The selected firm(s) will provide specialized expertise in water utility financial management. The scope of services may include, but are not limited to, the following:

1. Rate Studies

1. Complete comprehensive rate studies.
2. Evaluate alternative rate structures.
3. Develop multi-year financial plans for capital needs and operational sustainability.
4. Recommend rate adjustments based on economic and level of service demands.

2. Revenue Planning

- Assess system capacity and analyze impacts of expansion
- Identify and recommend strategies to diversify sources of revenue.



3. Income Studies

- Conduct income studies and related assessments to support rate setting and funding access.

4. Budgeting & Financial Planning

- Assist in preparing, reconciling and otherwise managing annual budgets.
- Recommend strategies to optimize operational and capital expenses.

5. Debt & Capital Planning

- Support long-term capital planning to manage infrastructure costs effectively.
- Develop capital improvement plans (CIPs).

6. Asset Management

- Create asset inventories, including condition assessments and financial valuation.
- Develop capital planning strategies for asset rehabilitation and replacement.

7. Financial Audits

- Support small utilities in planning for and completing annual financial audits.

8. Financial Oversight & Governance

- Provide training for utility boards and municipal officials on utility financing.
- Present financial information, findings and recommendations to governing bodies.

9. Financial Management Trainings and Tools

- Deliver utility and internal Moonshot trainings on utility financial management.
- Develop financial management tools for Moonshot and utility use.

10. California Proposition 218 Assistance

- Perform utility Cost of Service Analysis (COSA).
- Develop proportional rate structures.
- Prepare Proposition 218-compliant notices and staff reports.
- Present findings at public hearings.
- Provide expert support in the event of legal challenges to rate structures.

III. PROPOSAL INSTRUCTIONS

Proposals must include the following:

- Signed “Proposal Form” (Attachment A),
- Signed “Proposer Certification and Disclosure Form” (Attachment B)
- All information outlined in “Content Required for Proposal” listed below

Completed proposals shall be submitted via email to procurement@moonshotmission.org no later than 5:00 pm ET on SEPTEMBER 15, 2025. Late submissions will not be considered.

IV. CONTENT REQUIRED FOR PROPOSAL

The Proposer must provide the following information to demonstrate their ability to meet the requirements of this RFP and carry out the responsibilities outlined in the Scope of Services. The



proposal should follow the order of the headings below and reference the corresponding elements of the Scope of Services. Proposals should be clear, concise, and complete.

If additional documentation is required to fully respond, include it as an appendix and indicate in the main proposal where the supplemental information can be found.

1. Cover Letter

- Brief introduction to the firm and statement of interest.
- Summary of the firm's key qualifications and areas of expertise relevant to this RFP.

2. Approach and Methodology

- Description of the firm's approach to delivering one or more areas of utility financial management services.
- Explanation of how the approach addresses the unique needs of drinking water, wastewater, and stormwater utilities.

3. Background and Qualifications

- Company Profile:
 - Legal name, entity type, state of organization, and date of incorporation or organization.
 - Primary business location and any additional office locations.
 - Number of employees (local and national).
 - Office(s) from which work will be performed.
 - Name, address, phone, and email for the primary contact for contract negotiation.
- Company Background:
 - Overview of the firm's history and service offerings.
 - Length of time providing financial services in areas described in the Scope of Services
- Key Staff:
 - Resumes for key personnel who will perform the work.
 - Summary of each individual's role and responsibilities for this contract.
- California Proposition 218:
 - Description of qualifications to perform financial services for utilities subject to Proposition 218 requirements.

4. Relevant Project Experience and References

- List of all relevant projects completed within the past five years that are similar to the Scope of Services.
- Detailed descriptions for three (3) projects completed within the past five years for water, wastewater, or stormwater utilities, including:
 - a. Client name
 - b. Project description and scope
 - c. Project dates (start and end)
 - d. Client contact name, email, and phone number
- Listing of all current projects under contract with estimated completion dates.
- Specific examples of experience conducting financial services under California Proposition 218.



5. Disclosure of Prior or Ongoing Issues

- Full disclosure of any significant prior or ongoing contract failures, pending civil or criminal litigation, or investigations involving the Proposer.
- This includes any matter in which the Proposer has been found guilty or liable.
- Failure to provide required disclosures will result in disqualification.
- Moonshot reserves the right to reject any proposal based on documented history of unsatisfactory performance, adversarial conduct, or significant contract failures.

V. QUESTIONS AND ADDENDA

1. Submission of Questions

- All questions or requests for clarification regarding this RFP must be submitted **in writing** via email to procurement@moonshotmissions.org.
- Questions must be received no later than **5:00 p.m. Eastern Time on SEPTEMBER 2, 2025**.
- **No oral interpretations** of the RFP will be provided.
- Questions received after the deadline will not be addressed.

2. Responses and Addenda

- All questions received by the deadline will be answered in writing.
- Written responses, along with any changes or clarifications to the RFP, will be issued as **addenda**.
- Addenda will be posted on the Moonshot Missions website (www.moonshotmissions.org) no later than **12:00 p.m. Eastern Time on SEPTEMBER 8, 2025**.

3. Proposer Responsibility

- Proposers are responsible for monitoring the Moonshot website to determine whether any addenda have been issued.
- All issued addenda must be acknowledged on the **Proposal Response Form** (Attachment A) submitted with the proposal package.

VI. RFP DOCUMENTS

APPENDIX A – Evaluation of Proposals (2 pages)

APPENDIX B – Instructions to Proposers (2 pages)

APPENDIX C – Standard Insurance and Indemnification Requirements (1 page)

APPENDIX D – Required Minimum Insurance Coverage (1 page)

ATTACHMENT A – Proposer Form (2 pages)

ATTACHMENT B – Proposer Certification and Disclosure Forms (6 pages)

ATTACHMENT C – Federal Contract Provisions (2 pages)



APPENDIX A

Evaluation of Proposals

1. Minimum Qualifications

- a. Each Proposer must have been regularly engaged in the general class or type of work described in the Scope of Services for at least **three (3) years**.
- b. Proposers must demonstrate satisfactory evidence of:
 - i. Relevant experience and expertise
 - ii. Strong performance record
 - iii. Adequate availability and resources
 - iv. Clear understanding of the project scope and requirements
- c. Moonshot will assess the Proposer's ability to successfully complete the work within the specified time frame(s) by reviewing performance on contracts of similar nature, magnitude, and complexity.

2. Proposal Requirements

- a. Proposals must include all forms and information described in Attachment B – Content Required for Proposal.
- b. Proposals that do not meet these requirements may be deemed non-responsive.

3. Evaluation Process

- a. An evaluation committee will score proposals using the weighted criteria listed below.
- b. Moonshot may:
 - i. Conduct interviews with shortlisted Proposers before making a final selection; or
 - ii. Select a Proposer based solely on written submissions.
- c. Moonshot will then negotiate a Master Service Agreement with the selected firm(s).

4. Moonshot Rights and Reservations

Moonshot reserves the right to:

- a. Reject or accept any or all proposals based on the best interests of Moonshot and its clients.
- b. Request additional data, information, or presentations in support of written proposals.
- c. Award a contract without considering additional submissions.
- d. Make no award for the requested services.
- e. Waive irregularities or informalities in any proposal.
- f. Accept the proposal deemed most beneficial to the public, Moonshot, and/or its clients.
- g. Negotiate and accept, without re-advertising, the proposal of another company if a contract cannot be successfully negotiated with the initially selected firm.



5. Evaluation Criteria and Weighting

Criterion	Points
Scope & Approach	30
Experience and Qualifications	50
Cost Proposal	20
Total	100

6. Award and Agreement

- a. Following selection and successful negotiations, Moonshot will execute a Master Service Agreement with the awarded firm(s).
- b. Submission of a proposal indicates acceptance of the conditions in this RFP, unless exceptions are clearly noted in the proposal and confirmed in the final agreement.



APPENDIX B

Instructions for Proposers

1. Submission Requirements

- Proposals must be submitted electronically to procurement@moonshotmissions.org no later than 5:00 p.m. Eastern Time on September 15, 2025.
- Proposals received after the deadline will not be considered.
- Moonshot reserves the right to waive any informality in any proposal.

2. Withdrawal of Proposals

- A Proposer may withdraw their proposal by submitting a written request at any time before the submission deadline.
- Negligence in proposal preparation does not confer any right for withdrawal after the proposal has been opened.

3. Handling of Proposals

- Proposals received prior to the opening date will be securely kept unopened.
- Moonshot is not responsible for the premature opening of any proposal that is improperly addressed, delivered, or identified.
- Proposals that are renumbered or re-sequenced may be rejected if information cannot be easily located.
- If rewording or reformatting of any enclosed document is necessary, the proposer must submit a written addendum identifying the pages or sections to be changed.

4. Terms

- The date of delivery means the date the proposal is determined to have met all RFP requirements.
- Proposers are responsible for all costs incurred in the preparation and submission of their proposal.

5. Qualification of Proposers

- Moonshot may investigate any Proposer to determine their ability to perform the work.
- Proposers must furnish all information and data requested by Moonshot for this purpose.

6. Award and Contract

- Unless otherwise specified, Moonshot may award by item, multiple items, or total proposal value—whichever best serves Moonshot and/or its clients.
- A written notice will be issued to the successful Proposer, followed by negotiations to produce a mutually acceptable Master Services Agreement.

7. Compliance with Instructions

- Proposers must comply with every requirement in these instructions.
- Failure to do so may result in rejection of the proposal.



8. Priority of Terms and Conditions

- These Instructions to Proposers take precedence over conflicting terms in other RFP documents.

9. Binding Contract

- An agreement will be negotiated with the successful Proposer(s).
- Work will be authorized only via Purchase Order or Task Order, subject to funding availability.

10. Disclaimers

- All documents, databases, and information created in performance of the contract are **work for hire** and become the property of Moonshot and/or its clients.
- Information in this RFP and any attachments is believed to be reliable but is not guaranteed for accuracy or completeness.



APPENDIX C

Standard Insurance and Indemnification Requirements

1. General Conditions

- Within ten (10) business days of successful contract negotiations—and in all cases before the start of work—the successful Proposer must obtain, pay for, and maintain all required insurance coverages.
- Coverage must remain in force for the life of the contract (and any additional time as required) and must cover the Proposer, subcontractors, and any parties for whom they are responsible.

2. Certificates of Insurance

- Certificates must be provided by an authorized insurer’s representative.
- Liability coverage must be written on an occurrence form and may not be cancelled, non-renewed, or materially changed without 30 days’ advance written notice to Moonshot.

9. Insurer Qualifications

- Insurance must be issued by companies authorized to do business and acceptable to Moonshot, with an A.M. Best Rating of A-/VIII or higher.

10. Additional Insured

- To the extent commercially available at no additional cost, all policies—except professional liability and workers’ compensation—must name Moonshot and its officers, directors, agents, and employees as additional insureds on a primary basis.

11. Claims-Made Coverage

- If any coverage is issued on a claims-made basis, the retroactive date must be no later than the project start date, and tail coverage of at least 36 months must be provided upon cancellation or nonrenewal.

12. Subcontractor Insurance

- All subcontractors must carry the same types of coverage required for the contractor, and certificates must be provided upon request.

13. Waiver of Subrogation

- All insurance policies must include waivers of subrogation in favor of Moonshot and all tiers of contractors or consultants.

14. Indemnification/Hold Harmless

- The contractor must indemnify, defend, and hold harmless Moonshot and its related parties from all claims, damages, losses, and expenses (including attorney’s fees) arising from the performance of the services, as detailed in the RFP.



APPENDIX D

Required Minimum Insurance Coverage

Commercial General Liability:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate (per project, if specified)
- \$2,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury

Automobile Liability:

- \$1,000,000 combined single limit each accident (owned, hired, and non-owned autos)

Workers' Compensation & Employer's Liability:

- Workers' Compensation: Statutory limits
- Employer's Liability: \$500,000 each accident / \$500,000 disease each employee / \$500,000 disease aggregate

Umbrella/Excess Liability:

- \$2,000,000 per occurrence / \$2,000,000 aggregate

Professional Liability:

- \$1,000,000 each claim/wrongful act
- \$1,000,000 annual aggregate

Moonshot reserves the right to amend coverage types and limits based on the scope of work.



ATTACHMENT A

Proposal Form

Water and Wastewater Utility Financial Consulting Services RFP #2025 – 001

THIS FORM MUST BE COMPLETED, ATTACHED TO THE PROPOSAL, AND SUBMITTED AS INSTRUCTED.

UNIT PRICES

The Proposer submits these predetermined firm Unit Prices/Rates as the basis for its proposal. These Unit Prices/Rates include all costs, including but not limited to labor, materials, services, regulatory compliance, insurance, overhead, and profit.

Staffing: Provide a list of staff members who will be assigned to tasks outlined in the Scope of Services and the hourly rate for each (attach additional pages as needed):

Title	Role (Describe the specific role in delivering the work outlined in the Scope of Services)	Hourly Rate (Fully Loaded)

Other Costs: Proposers must include in their estimates all costs associated with travel expenses, computer equipment, communications, office supplies, etc. (attach additional pages as needed):

Description of Other Costs	Estimated Costs

The below stated Proposer agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete Scope of Services as defined in this Request for Proposal, and to agree to all terms and conditions, all as shown or by reference, unless as excluded below:

	Exclusions
1	
2	



3	
4	
5	

There are no terms, conditions, or provisions, either oral or written, other than those contained herein. The submitted pricing for this Scope of Services shall remain firm for 90 days from the date from the proposal deadline.

The signature below certifies that the undersigned is authorized to submit this proposal on behalf of the Respondent and to bind the Respondent to the provisions of its response. Further, the signature certifies:

- The undersigned has reviewed all required documents submitted with the response form.
- The undersigned has not engaged in any collusion with any person in respect to this proposal or any other proposal.
- If selected to perform the work, the undersigned will act in good faith to complete projects as part of this effort in an expeditious manner.

Company Representative

Company Name:	
Company Address:	
Phone:	
Email:	

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing



ATTACHMENT B

Proposer Certification and Disclosure Forms

Water and Wastewater Utility Financial Consulting Services RFP #2025 – 001

THIS FORM MUST BE COMPLETED, ATTACHED TO THE PROPOSAL AFTER THE PROPOSAL FORM, AND SUBMITTED AS INSTRUCTED

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign, and comply with all requirements. Failure to comply with all requirements may be grounds for disqualification of the proposal.

RULES FOR SUBMITTING OFFERS

This Certification Form must be attached in its entirety to the proposal and shall be considered an integral part of each offer made by a Proposer to enter an agreement with Moonshot. As such, submittal of the entire Proposer Certification Form, signed by a duly authorized representative of the offeror attesting that they: (1) have read and agree to comply with the requirements set forth herein; and (2) to the accuracy of the information provided.

Proposals must be submitted on the provided Proposal solicitation form(s) by SEPTEMBER 15, 2025, at 5:00 pm ET. Moonshot Missions reserves the right to reject all proposals, to waive any informality in the proposals received, and to accept the proposal deemed to be most favorable to the best interests of Moonshot.

- A. PRICING.** Offers are irrevocable for ninety (90) days from the date Qualifications and Proposals are due, and may not be withdrawn, except with the permission of Moonshot. All pricing will be firm and fixed unless otherwise indicated. Moonshot is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the offered price.
- B. VENDOR AUTHORIZATION TO PROCEED.** When a Purchase Order, Change Order, Task Order, contract/agreement or contract/agreement amendment is issued by Moonshot Missions, no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and Scope of Services shall be considered valid unless the vendor has obtained a written approval by Moonshot PRIOR to commencement of work.

GENERAL TERMS AND CONDITIONS OF CONTRACTS

- A. DEFAULT AND NON-COMPLIANCE.** Default and/or non-compliance with the requirements and any other aspects of the negotiated agreement may result in withholding payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of Moonshot.
- B. COMPLIANCE.** Vendors must comply with all applicable federal, state and local laws, regulations and ordinances.

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS:



Proposers must respond to every disclosure statement below and include it in the proposal package. A person authorized to enter contracts must sign the offer and attest to the accuracy of all statements.

	Disclosure Statements	Yes	No
1	State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years.		
	If so, provide details:		
2	State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.		
	If so, provide details:		
3	State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of any [insert State] environmental laws within the previous five (5) years. If so, then provide details below.		
	If so, provide details:		
4	I/we certify that I/ we will immediately disclose, in writing, to Moonshot any potential conflict of interest which may occur during the engagement authorized pursuant to this contract.		
5	I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform Moonshot in writing of such circumstance.		
6	I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform Moonshot in writing of such circumstance.		
7	I/we certify that I/we understand that falsification of any information herein or failure to notify Moonshot as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.		
8	I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.		
9	I/we certify that the above information is correct and complete.		

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 - 3 OR YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS # 4 -10 OF THE FOREGOING, YOU MUST PROVIDE A DETAILED EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE REASON FOR THE DISQUALIFICATION OF THE OFFER/PROPOSAL.



The signature below commits vendor to the attached offer and certifies (1) that the offer has considered all solicitation amendments, as specifically identified below, (2) that the above statements and information are accurate, and (3) that vendor understands and has complied with the requirements set forth herein.

The undersigned Respondent acknowledges reading the following Addenda:

Addendum Number		

Authorized Representative Information:

Name	
Title	
Email	
Phone	

Person authorized to enter contracts on behalf of the Proposer:

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Acknowledgment



Anti-Kickback Acknowledgement

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ALL PROPOSERS/OFFERORS MUST ATTEST THE FOLLOWING:

The Proposer acknowledges, under the pains and penalties of perjury, that they have not been offered, paid, or solicited for any contribution or compensation, nor have they been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, or employee of Moonshot who exercises any functions or responsibilities in connection with either the award or execution of the Scope of Services to which this RFP pertains.

Further, the bidder/Proposer acknowledges, under the penalties of perjury, that they have not offered, paid, or solicited by way of any contribution or compensation, nor have they granted a gift, gratuity or other consideration either directly or indirectly to any officer, or employee of Moonshot who exercises any functions or responsibilities in connection with either the award or execution of the Scope of Services to which this project or contract pertains.

Signature of Offeror

Offeror's Title

Company Name

Date



Certification of Proposer Non-Discrimination/Hiring

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Upon behalf of _____ (Firm or Individual
Proposing), I, _____ (Name of Signee), being its
_____ (Title or "Self"), hereby certify that:

1. Proposer does not unlawfully discriminate on the basis of federally protected attribute, including, but not limited to, race, age, color, religion, sex, national origin, physical or mental disability, and genetic conditions.
2. All of Proposer's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Proposer, on

this _____ day of _____ 2025.

Signature of Representation

Printed Name



Certificate Regarding Public Records

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Upon behalf of _____ (Firm or Individual Proposing),
I, _____ (Name of Signee),
being its _____ (Title or "Self"), hereby certify an
understanding that:

Moonshot has made a conscious effort to request that sensitive/personal information be submitted directly to Moonshot if such information is critical in the evaluation of a Proposer's proposal.

Failure to provide such details requested by Moonshot may result in disqualification, or an inability to appropriately evaluate offers.

If sensitive information that has not been requested is enclosed, Moonshot has no obligation to redact those details and bears no liability associated with the information becoming public.

I affirm by signing below that I am duly authorized on behalf of Proposer, on

this _____ day of _____ 2025.

Signature of Representation

Printed Name



ATTACHMENT C

Federal Contract Provisions

Contracts and subawards under the Master Service(s) Agreement (MSA) are subject to 2 CRF Part 200 Appendix II. The use of Federal funds requires mandatory contract clauses for non-Federal entities (recipients and subrecipients). The work performed under the Master Service Agreement(s). Contract provisions for non-Federal entity contracts under Federal awards include:

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1 .3 must include the equal opportunity clause provided under 41 CFR 60-1 .4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible



provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401 -7671 q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. See § 200.323. Procurement of Recovered Materials.
- K. See § 200.216. Procurement of Certain Telecommunications and Video Surveillance Equipment or Services.
- L. See § 200.322. Domestic Preference for Procurements.





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MISSIONS

