|  |  |  |  |
| --- | --- | --- | --- |
| **Request for Proposal (RFP) Number:** |  | | |
| **Project Name:** |  | | |
| **Name of Offeror:** |  | | |
| **Address:** |  | | |
| **Contact Name:** |  | | |
| **Telephone:** |  | **Fax:** |  |
| **Email:** |  | | |

**To:** Subcontract Administrator

National Renewable Energy Laboratory

15013 Denver West Parkway, MS RSF 030

Golden, Colorado 80401

**Type:** Design-Build Construction Services

The Offeror has examined the Statement of Work (SOW) and based on this examination, the Offeror agrees to furnish all design, labor, material, equipment, services and supplies, and perform all work and operations in accordance with all the NREL requirements and within the period of performance specified.

Offeror shall provide their fixed price proposal in the following format for Design and Construction (Engineering Disciplines and Construction Divisions as applicable). For questions related to NREL’s definitions, please double click on this icon to open the Cost and Pricing Data Definitions page



1. **DESIGN COST**

Offeror shall list the lower-tier subcontractors proposed to work on this project in Table 1.1 below (add more rows as needed).

|  |  |
| --- | --- |
| **Table 1.1** | |
| **Lower-tier Subcontractors** | **Design-Discipline Service to be Provided** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

Offer shall complete Table 1.2 when responding to RFPs for Subcontracts or Task Ordering Agreements, as well as any other situation in which rates for the labor categories therein have not previously been negotiated. Table 1.2 is **NOT** required for Task Order Proposals. Offeror may add or remove labor categories as required.

| **TABLE 1.2 ARCHITECTURAL AND ENGINEERING LABOR RATES** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **labor category** | **proposed base rate** | **overhead** | **G&A expense** | **profit** | **fully burdened rate** |
| Principal Architect |  |  |  |  |  |
| LEED Architect |  |  |  |  |  |
| Sr. Architect/Project. Manager |  |  |  |  |  |
| Architect |  |  |  |  |  |
| Specifications Writer |  |  |  |  |  |
| Architectural CAD Support |  |  |  |  |  |
| Architect Clerical |  |  |  |  |  |
| Principal Structural |  |  |  |  |  |
| Structural Project Manager |  |  |  |  |  |
| Structural Project Engineer |  |  |  |  |  |
| Structural Designer |  |  |  |  |  |
| Structural CAD Support |  |  |  |  |  |
| Structural Clerical |  |  |  |  |  |
| Principal Mechanical |  |  |  |  |  |
| Mechanical Project Manage |  |  |  |  |  |
| Mechanical Project Engineer |  |  |  |  |  |
| Fire Suppression/Fire Sprinkler |  |  |  |  |  |
| Mechanical Designer |  |  |  |  |  |
| Mechanical CAD Support |  |  |  |  |  |
| Mechanical Clerical |  |  |  |  |  |
| Principal Electrical |  |  |  |  |  |
| Electrical Project Manager |  |  |  |  |  |
| Electrical Project Engineer |  |  |  |  |  |
| Electrical Designer |  |  |  |  |  |
| Electrical CAD Support |  |  |  |  |  |
| Distribution Line Designer |  |  |  |  |  |
| Electrical Clerical |  |  |  |  |  |
| Principal Civil |  |  |  |  |  |
| Civil Project Manager |  |  |  |  |  |
| Civil Project Engineer |  |  |  |  |  |
| Civil Designer |  |  |  |  |  |

Offeror shall complete Table 1.3 in response to an RFP for Subcontracts and Task Orders where a project is defined. Table 1.3 is not applicable to Task Ordering Agreements with an undefined project scope.

| **TABLE 1.3 PROJECT DESIGN COSTS** | | | | | **Total Hours** | **Total Value** |
| --- | --- | --- | --- | --- | --- | --- |
| **LABOR CATEGORY** | **Fully Burden Rate** | **HOURS** | | |
| **Architectural and Engineering** | **Preliminary Design**  **Title I** | **Final Design**  **Title II** | **Construction Support**  **Title III** |
| Principal Architect |  |  |  |  |  |  |
| LEED Architect |  |  |  |  |  |  |
| Sr. Architect/Project. Manager |  |  |  |  |  |  |
| Architect |  |  |  |  |  |  |
| Specifications Writer |  |  |  |  |  |  |
| Architectural CAD Support |  |  |  |  |  |  |
| Architect Clerical |  |  |  |  |  |  |
| Principal Structural |  |  |  |  |  |  |
| Structural Project Manager |  |  |  |  |  |  |
| Structural Project Engineer |  |  |  |  |  |  |
| Structural Designer |  |  |  |  |  |  |
| Structural CAD Support |  |  |  |  |  |  |
| Structural Clerical |  |  |  |  |  |  |
| Principal Mechanical |  |  |  |  |  |  |
| Mechanical Project Manage |  |  |  |  |  |  |
| Mechanical Project Engineer |  |  |  |  |  |  |
| Fire Suppression/Fire Sprinkler |  |  |  |  |  |  |
| Mechanical Designer |  |  |  |  |  |  |
| Mechanical CAD Support |  |  |  |  |  |  |
| Mechanical Clerical |  |  |  |  |  |  |
| Principal Electrical |  |  |  |  |  |  |
| Electrical Project Manager |  |  |  |  |  |  |
| Electrical Project Engineer |  |  |  |  |  |  |
| Electrical Designer |  |  |  |  |  |  |
| Electrical CAD Support |  |  |  |  |  |  |
| Distribution Line Designer |  |  |  |  |  |  |
| Electrical Clerical |  |  |  |  |  |  |
| Principal Civil |  |  |  |  |  |  |
| Civil Project Manager |  |  |  |  |  |  |
| Civil Project Engineer |  |  |  |  |  |  |
| Civil Designer |  |  |  |  |  |  |
| **TOTAL HOURS:** | |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **TABLE 1.4 OTHER DIRECT COSTS (ODC)** | | |
| **TYPE OF OTHER DIRECT COST** | **Number / Units** | **Subtotals** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **Total ODC:** |  | |

Offeror shall combine the total Design Costs from Table 1.3 with Other Direct Costs from Table 1.4 to reach the Total Design Proposal below

|  |  |
| --- | --- |
| **Total Design Proposal:** | **$** |

1. **COMMISSIONING ASSISTANCE**

Offeror shall provide lump sum costs for Commissioning Assistance only when applicable as indicated in the RFP Statement of Work.

|  |  |
| --- | --- |
| **TABLE 2.1 COMMISSIONING ASSISTANCE** | |
| 95% Preliminary Design Report |  |
| Final Design Commissioning Report |  |
| Final Commissioning Report |  |
| Post Warrant Commissioning Report |  |
| **TOTAL COMMISSIONING COST** |  |

1. **Total Construction Costs**

Offeror shall identify the total number of ‘regular’ hours required by each construction labor category and their base hourly rate in Table 3.1 (a). Offeror shall then provide the overhead percentage and apply that percentage to the subtotal of the total base cost. Offeror shall do the same for the G&A percentage and the profit percentage. The Offeror shall then provide a Total Construction Labor Cost for that work. Offeror may add or remove rows in Table 3.1 (a & b) as needed.

| **TABLE 3.1(a) SELF-PERFORMED CONSTRUCTION LABOR COSTS** | | | | |
| --- | --- | --- | --- | --- |
| [**CSI**](http://www.icc-es.org/reports/)  **DIVISION No.** | **SELF-PERFOMED LABOR**  (ex. Carpenter or Electrician) | **No. OF HOURS** | **BASE HOURLY RATE**  (Davis-Bacon  plus Fringe) | **TOTAL BASE COST** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Subtotal:** | |  |  |  |
| **Overhead (\_\_\_%)** | |  | | |
| **G&A (\_\_\_\_%)** | |  | | |
| **Profit (\_\_\_\_%)** | |  | | |
| **Subtotal Construction Labor Cost:** | |  | | |

Offer shall list all proposed lower-tier construction subcontractors and their proposed prices that shall be supported with lower-tier subcontractor proposals or price quotes. Offeror shall supply a bid or price-proposal sheet for ***each*** proposed lower-tier construction subcontractor separately to support the costs outlined in Table 3.1 (b).

|  |  |  |
| --- | --- | --- |
| **TABLE 3.1(b) CONSTRUCTION LOWER- TIER SUBCONTRACTORS** | | |
| [**CSI**](http://www.icc-es.org/reports/)  **DIVISION No.** | **Lower-tier Construction Subcontractor (Name):** | **Lower-tier Price** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **Subtotal Construction Lower-tier Subcontract Cost:** |  |
| Mark-Up on Lower-tier Subcontract Costs  (% \_\_\_\_\_\_\_\_) | |  |
| **SUBTotal Construction Lower-tier Subcontract Costs, with Applied Overhead and Profit** | |  |

Offeror shall identify the total cost for the materials for this project (including tax free materials as described in the Task Ordering Agreement if applicable). The total proposed cost shall be supported with a detailed bill of materials. If required for the project, Offeror shall identify proposed equipment rental costs in support of the effort

|  |  |
| --- | --- |
| **TABLE 3.2 MATERIAL SELF PERFORMED COSTS** | |
| **MATERIALS & EQUIPMENT** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Material Handling Fee (\_\_\_%)** |  |
| **Total Material & Equipment Costs (Including Profit)** |  |

1. **GENERAL CONDITIONS**

Offeror shall provide a detailed breakdown in below Table 4.1. Add any other labor categories that may not be listed in the table below. “Other GC Costs” shall either be itemized by adding rows to the Table 4.1 or identified as a lump sum in Table 4.1 and itemized in a separate spreadsheet and attach to this Price Proposal Form. All General Conditions labor categories must be proposed as “fully burdened” with indirect rates applied.

*Examples of typical General Conditions cost are located on the Cost and Pricing Data Definitions sheet.*

|  |  |  |  |
| --- | --- | --- | --- |
| **TABLE 4.1 GENERAL CONDITIONS COSTS** | | | |
| **GC Labor** | **Qty** | **Labor Rate** | **Total** |
| Project Manager |  |  |  |
| Field Supervisor |  |  |  |
| Administrative Support |  |  |  |
| Scheduler |  |  |  |
| Safety Manager |  |  |  |
| **Other GC Costs** | **Qty** | **Cost per Unit** | **Total** |
| \*\*\*\*\* |  |  |  |
| \*\*\*\*\* |  |  |  |
| \*\*\*\*\* |  |  |  |
| \*\*\*\*\* |  |  |  |
| Overhead ( %) \*Only applies to Other GC Costs\* | | |  |
| G&A ( %) \*Only applies to Other GC Costs\* | | |  |
| Profit ( %) \*Only applies to Other GC Costs\* | | |  |
| **GENERAL CONDITIONS SUBTOTAL** | | |  |

1. **TOTALS, SUBTOTALS, & INDIRECT COSTS**

**5.1 Total Construction Costs**

|  |  |  |
| --- | --- | --- |
| **Commissioning Price**  (Sum of Table 2.1) | | **$** |
| **Construction Price**  (Sum Tables 3.1(a) and 3.1(b)) | | **$** |
| **Material Price**  (Sum of Table 3.2) | | **$** |
| **General Conditions Price**  (Sum of Table 4.1) | | **$** |
| **Total Construction Costs:**  (Sum of Tables 2.1, 3.1(a), 3.1(b), 3.2, and 4.1) | | **$** |
| **5.2 OTHER COSTS** | |  |
| **Insurance (Rate\_\_\_\_\_\_%)**  Apply Insurance Rate to the Subtotal in Section 5.1 above. | | **$** |
| **Payment Bond (Rate\_\_\_\_\_\_%)**  Apply Payment Bond Rate to the Subtotal of Section 5.1 above. | | **$** |
| **Performance Bond (Rate\_\_\_\_\_\_%)**  Apply Performance Bond Rate to the Subtotal of Section 5.1 above. | | **$** |
| **5.3 DESIGN TOTAL** | |  |
| **Total Design Cost**  (Sum of tables 1.2 and 1.3) | | **$** |
| **5.4 TOTAL PROPOSED PRICE**  Sum of Subtotal Construction Costs, Other Costs & Design | | **$** |
| ***Total Proposed Price:*** |  | |
| *(Amount written in text format)* | | |

1. **Unallowable Costs:**
   1. Costs identified as unallowable and/or unallocable in Part 31 of the Federal Acquisition Regulations (FAR).
   2. Costs for work, activities and/or functions proposed in the indirect rates shall not be proposed again as a direct cost in any pricing associated with the subcontract.
   3. Out of state travel expenses for any employee without prior approval of NREL.
   4. Local travel for normal employee commuting to and from work.
   5. Temporary housing and/or living expenses/allowances for project personnel.
   6. Deposits lost by subcontractor.
   7. Costs of removing condemned or rejected materials.
   8. Costs associated with Subcontractor’s failure to timely obtain any necessary permits and licenses.
   9. Any acceleration or extended duration costs, including any and all overtime wages, and the cost of performing work out of sequence, arising as a result of delay in carrying out the work caused by the subcontractor or any lower-tier subcontractor, unless approved by NREL in a change order/modification.
   10. Losses and damages, not compensated by insurance, related to the work or otherwise sustained by the subcontractor in connection with the performance and furnishing of the work.
   11. Interest expense.
   12. Any fines, penalties or other judgments imposed by local, state or federal authorities against the Subcontractor or any lower-tier subcontractor.
   13. Costs due to the negligence, default, or failure to fulfill a responsibility of the subcontractor, any lower-tier subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
   14. Costs of additional services by an A/E which may be required in connection with repairs, removal or replacements necessitated by defects in materials and workmanship.
   15. Costs incurred as a result of any inspection or test which reveals nonconforming or defective work.
   16. Profit sharing and bonuses paid to subcontractor’s or related entity personnel.
   17. Alcohol, entertainment, staff meals, holiday parties and picnics.
   18. Advertising and Public Relations related to selling services/products and/or enhancing company image.
   19. Contributions, donations and goodwill.
   20. All costs associated with organization or reorganization of corporate structure including mergers and acquisitions and change in financial structure resulting in alterations in the rights and interests of security holders.
   21. Costs related to legal and other proceedings (i) in defense of or prosecution of claims or appeals against the Federal Government, (ii) defense or prosecution of lawsuits or appeals between contractors arising from agreement or contract concerning teaming arrangement, joint venture, or similar arrangement, dual sourcing, etc., (iii) patent filings or litigation, (iv) acts of fraud, criminal acts or for violations of laws or regulations, and (iv) protests of Federal solicitations or awards.
2. **AdDENDA**

Offeror acknowledges receipt of the following addenda covering revisions to the proposal documents and states that the costs, if any, of such revisions have been included in the Base Proposal and other prices quoted:.

[If no addenda have been received, write “None”.]

|  |  |  |  |
| --- | --- | --- | --- |
| Addendum No. |  | Dated |  |
| Addendum No. |  | Dated |  |
| Addendum No. |  | Dated |  |
| Addendum No. |  | Dated |  |

1. **Attachments**

*Offeror shall provide all applicable price/cost documentation necessary to support their proposed price/cost,* which can include, but is not limited to the following:

* 1. Detailed Breakdown of General Conditions (Section 4.1)
  2. Lower-tier subcontractor price proposals
  3. Bill of Material (BOM)
  4. Negotiated labor union labor rates
  5. Published billing rates
  6. Overhead, profit/fee rate
  7. Quotes

1. **WITHDRAWAL OF PROPOSAL**

Offeror agrees that its proposal will remain firm and will not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of proposals.

1. **Time for Completion**

Offeror agrees to complete the work in its entirety within \_\_\_\_ calendar days after Execution of a subcontract or task order for design services and within \_\_\_\_ calendar days after issuance of Notice to Proceed for construction services.

1. **Rejection of Proposals**

Offeror understands that NREL reserves the right to waive any informality in the proposal and to reject any or all proposals in whole or in part

1. **Payment and Performance Bond**

Upon receipt an executed subcontract / task order and prior to any construction work, Offeror agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the instructions to Offeror’s.

Offeror states that the cost of the bond is included in the Base Proposal amount.

1. **LEGAL STATUS OF OFFEROR**

Offer declares that it has the following legal status:

[Fill out applicable legal status, and strike out the other two.]

1. A corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_, for whom, \_\_\_\_\_\_\_\_\_ whose signature appears below, is duly authorized to execute contracts.
2. A partnership, all partners of which, with addresses, are:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Company Name |  | Address |
|  |  |  |
| Company Name |  | Address |
|  |  |  |
| Company Name |  | Address |

1. An individual, whose signature appears below.
2. **Firm Name and Address of Offeror**

This proposal is submitted in the name of:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Firm Name:** |  | | | | | |
| **Business Address:** |  | | | | | |
| **Name**  (print or type): |  | | | | | |
| **Signed:** |  | | | | | |
| **Title:** |  | | | | | |
| **Signed and sealed this** | |  | **Day of** |  | **,20** |  |

**end of section**