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

**To:** Subcontract Administrator

National Renewable Energy Laboratory

15013 Denver West Parkway, MS RSF 030

Golden, Colorado 80401

**Type:** Construction Services

The Offeror has examined the Statement of Work (SOW) and based on this examination, the Offeror agrees to furnish all labor, material, equipment, services and supplies, and perform all work and operations in accordance with all NREL requirements and within the period of performance specified. Offeror shall provide their fixed price proposal in the following format. For questions related to NREL’s definitions, click on the icon below to open the Cost and Pricing Data Definitions page which can be located online under the “Construction Specific Forms tab at: <http://www.nrel.gov/workingwithus/forms.html>.

The Offeror shall complete the following tables for the construction proposal. The tables may be expanded as needed to provide a current, accurate, and complete basis for the project.

* Table 1.1 Self-Performed Construction Labor Costs;
* Table 1.2 Construction Lower-tier Subcontractors
* Table 2.1 Material Self Performed Costs
* Table 3.1 General Condition Costs

1. **CONSTRUCTION LABOR COSTS**

Table 1.1 shall be completed in its entirety. If this proposal is used in response to an RFP for a Task Order, Offeror shall respond using the fully burdened labor rates identified in the Task Ordering Agreement (TOA).

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **TABLE 1.1 SELF-PERFORMED CONSTRUCTION LABOR COST** | | | | | | | |
| [**CSI**](http://www.icc-es.org/reports/)  **DIVISION No.** | | **SELF-PERFORMED LABOR** (e.g., Carpenter, Electrician, or categories subject to Davis-Bacon Wage Determinations) | | | **No. of Hours** | **BASE HOURLY RATE**  (Davis-Bacon Rate, plus Fringe) | **TOTAL BASE COST** |
|  | |  | | |  |  |  |
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|  | |  | | |  |  |  |
| **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 proposal or price quotes. Offeror shall have supply a bid or price-proposal sheet for ***each*** proposed Lower-tier Construction Subcontractor separately to support the costs outlined in Table 1.2.

|  |  |  |
| --- | --- | --- |
| **TABLE 1.2 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  (% \_\_\_\_\_\_\_\_ per TOA Rate Schedule if applicable) | |  |
| **subTotal of Construction Lower-tier Subcontract Costs, with Applied Overhead and Profit** | |  |

1. **Materials and Equipment**

Offeror shall identify the total cost for the materials for this project. 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 2.1 MATERIAL SELF PERFORMED COSTS** | |
| **MATERIALS & EQUIPMENT** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Material Handling Fee (\_\_\_%)** |  |
| **Total Material & Equipment Costs (*IncludES Profit*)** |  |

1. **General Conditions**

Offeror shall provide a detailed breakdown of General Conditions (GC) Cost in Table 3.1 below. 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 3.1 or identified as a lump sum in Table 3.1 and itemized in a separate spreadsheet and attached to this Price Proposal. 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 3.1 GENERAL CONDITIONS COSTS** | | | |
| **GC Labor** | **Qty** | **Labor Rate** | **Total** |
| Project Manager |  |  |  |
| Qualified 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. **Total Construction Costs**

|  |  |
| --- | --- |
| **Construction Price**  (Sum Tables 1.1 and 1.2) | **$** |
| **Material Price**  (Sum of Table 2.1) | **$** |
| **General Conditions Price**  (Sum of Table 3.1) | **$** |
| **TOTAL CONSTRUCTION COSTS**  (Sum of Prices in Tables 1.1, 1.2., 2.1, and 3.1) | **$** |

1. **Other Costs**

|  |  |
| --- | --- |
| **Performance Bond ( %) *X (Total Construction Costs)*** | **$** |
| **Payment Bond ( %) *X (Total Construction Costs)*** | **$** |
| **Insurance ( %) *X (Total Construction Costs)*** | **$** |

1. **Total Proposed Price**

|  |  |
| --- | --- |
| Sum of Subtotal Construction Costs & Other Costs | **$** |

|  |  |
| --- | --- |
| ***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. **Alternates**

Owner reserves the right to take no alternates, select individual alternates, or all add alternates in whatever order best suits NREL, whether or not the choice of alternates selected changes the apparent low proposal. Should NREL request Add Alternate pricing, complete a separate Price/Cost Proposal Form for the Add Alternate.

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. Lower-tier Subcontractor price proposals
  2. Bill of Material (BOM)
  3. Negotiated labor union labor rates (if applicable)
  4. Vendor Quotes

1. **Changes In the Work**

Certain tasks with a subcontract or task order may have unit prices identified for change orders. For changes in work authorized by the NREL and that are not covered by unit prices for additions to or deductions from the subcontract or task order price, the Offeror agrees to charge or credit such authorized Work at net cost.

1. **Withdrawal of Proposal**

Offeror agrees that its Proposal will remain firm and will not be withdrawn for a period of 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 issuance of Notice to Proceed.

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. **Agreement and Payment and Performance Bond**

Upon receipt an executed subcontract or task order, Offeror agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the Instructions to Offeror’s.

1. **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** |  |