

**MISSION SUPPORT AND TEST SERVICES, LLC**  
**FIRM-FIXED-PRICE DESIGN-BUILD**  
**SUBCONTRACT**  
**EXHIBIT A**  
**QUANTITIES, PRICES AND DATA**

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**FORM A CONSIDERATION SCHEDULE****1. SCHEDULE OF QUANTITIES AND PRICES**

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

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

Item Number	Description of Services	Firm Fixed Price	Milestone/Progress
01	Bond(s) A. Payment Bond, Performance Bond (See "Performance and Payment Bonds" in Exhibit D)	\$	Milestone
02	Work Control Package Development. See Note 1 below	\$	Milestone
03	Training in Las Vegas or at NNSS, as required by Exhibit B, Statement of Work, and Exhibit E. Reference Exhibit A, paragraph 4 below. See also Note 2 below.	\$	Milestone
<b>Phase I - Design</b>			
04	Project Scope Review		Milestone
05	Design: 60%		Milestone
06	Design: 90%		Milestone
07	Design: IFC		Milestone
<b>Option 1: Phase II - Construction</b>			
08	Mobilization		Milestone
09	Construction: Furnish all necessary materials, labor, and equipment, on and off-site fabrication, for construction of facility per project design specifications and drawings provided in B-2 Technical Specifications (1) Design Build Technical Requirements Document for New DAF Engineering and Maintenance Facility 06-541 TRD-0540-00A-REV A.		Progress Payments
10	Demobilization		Milestone

**1. MODIFICATION PRICING MULTIPLIERS/RATES****A. MODIFICATION PRICING MULTIPLIERS**

The Pricing Multipliers provided in Subsection B below are "fixed" mark-ups for the purpose of negotiating Firm-Fixed-Price Subcontract modifications. No categories other than those annotated below shall be applied to price changes. The pricing multipliers below shall apply to Subcontract modifications for the duration of the Subcontract. Both additive and deductive modifications shall be subject to these multipliers. Any changes made to this Subcontract will be in accordance with Exhibit C, C-21 "Changes." Changes include change orders, revisions, modifications, equitable adjustments, and anything else which would require or result in a modification to this Subcontract or a Task Order (if applicable) in accordance with the Changes Clause. The SUBCONTRACTOR shall adhere to the pre-established modification multipliers for Bonds, G&A, and Profit. SUBCONTRACTOR shall enforce through negotiations with its Lower-Tier

Subcontractors the rates in the table below for modifications. The CONTRACTOR shall review all SUBCONTRACTOR quotes to ensure compliance with contractual terms.

**B. SUBCONTRACTOR'S MODIFICATION PRICING MULTIPLIERS SCHEDULE – DATE OF AWARD THROUGH COMPLETION OF ALL WORK**

Description	Percentage Rate
Subcontractor Payment Bond Rate	
Subcontractor Performance Bond Rate	
Subcontractor General & Administrative (G&A) Rate	
Subcontractor Profit Rate	
Lower-Tier Subcontractor General & Administrative (G&A) Rate	
Lower-Tier Subcontractor Profit Rate	

**C. WORK CONTROL PRICING RATE SCHEDULE**

The pricing rate provided in the table in Subsection D below are applicable to modifications requiring work control. The fixed-price hourly-rate applies to a single management-level representative to develop project-specific Work Control Packages. Work includes, but is not limited to, conducting the Job Hazard Analysis of the work, sequencing job steps, identifying required construction disciplines, scope of work verification, etc. This individual must have signatory authority for the firm.

The SUBCONTRACTOR shall adhere to the pre-established Work Control rate for modifications. The CONTRACTOR shall review all SUBCONTRACTOR quotes to ensure compliance with contractual terms.

**D. WORK CONTROL PRICING RATE – DATE OF AWARD THROUGH COMPLETION OF ALL WORK**

Description	Rate
Work Control Package Development Per Labor Hour	

**E. SUBCONTRACT MODIFICATION SUMMARY LEVEL BREAKDOWN**

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

1. Labor shall be listed by labor category, work description, unit of measure, quantity, hourly labor rate burdened and unburdened, a description of the burden categories and burden amounts (i.e., %), and extended total. This shall also include a written explanation of the basis for the estimated labor hours for each labor category.
2. Materials shall be listed by item, stock number where applicable, unit of measure, unit price, quantity, and extended total. Miscellaneous items shall be completely defined. This shall also include a written explanation of the basis for the estimated materials quantities for each material type.
3. Equipment shall be listed by item, model number where applicable, unit of measure (daily, weekly, monthly), unit price, quantity, and extended total. This shall also include a written explanation of the equipment needs.
4. Additional design if required shall include the price of preparation of all detailed drawings, engineering specifications, a material list, and submittal of design drawings for review. Provide breakdown of design prices for both Design – 60 % Draft (Title II) and Design – 100 % Complete (Title III). This shall also include a written explanation of the necessity for additional design work.

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

**Certified Cost or Pricing Data:** In addition to the requirements stated herein, Subcontract modifications which are likely to exceed \$2,000,000 shall be governed by FAR clause 52.215-13, Subcontractor Certified

Cost or Pricing Data-Modifications. SUBCONTRACTOR shall submit certified cost or pricing data and certification as required by that clause.

## **F. MODIFICATION BUY AMERICAN CERTIFICATION**

Buy American Certification will be included in each Modification Request for Quotation (RFQ) for certification by the awardee that all construction materials furnished under the modification are of domestic origin or otherwise in compliance with the Buy American Act.

## **2. TRAINING AND BADGING**

CONTRACTOR-Provided Training: After award and before SUBCONTRACTOR personnel may commence any on-site work at CONTRACTOR facilities, all SUBCONTRACTOR personnel (including any lower-tier Subcontractor personnel) scheduled to perform activity level work on-site will be required to complete, at a minimum, CONTRACTOR-provided General Training and Work Control Training. The total amount of training time for each individual is estimated to be 5 hours. The CONTRACTOR will provide this training one time for all SUBCONTRACTOR on-site personnel prior to commencement of on-site work at no cost to the SUBCONTRACTOR. The estimated cost to the SUBCONTRACTOR for the time its on-site personnel will be required to take the initial training is included in the Firm-Fixed-Price specified herein for the performance of this Subcontract. If, due to turnover of trained personnel, the SUBCONTRACTOR needs additional training sessions during performance of the work for replacement personnel, the CONTRACTOR will provide the training but will not compensate the SUBCONTRACTOR for the time spent in training by the additional personnel to replace those personnel already trained.

Personnel who have previously completed NNSS General Training are not required to be re-trained if this training is current. Check with the Subcontract Technical Representative (STR) after award.

## **3. PAYMENT TERMS**

Enter any prompt payments discount \_\_\_\_\_ or Net 30 Days \_\_\_\_\_.

Electronic funds transfer is the preferred method of payment used by Mission Support and Test Services, LLC. To take advantage of this expedited payment process, complete FRM-0870. Link to form: [www.nnss.gov/frm0870](http://www.nnss.gov/frm0870).

## **4. MEASUREMENT FOR PAYMENT**

### **A. Firm-Fixed-Price Milestone Payments**

Milestone Payments shall be made for the successful completion of the Line Items identified as Milestone Payments in the Consideration Schedule, Exhibit A, Form A. Milestone Payments shall be made in accordance with clause D-8, Invoicing and Payment, and Clause D-9, Payments under Firm-Fixed-Price Construction Subcontracts (Exhibit D). All milestone payments in the aggregate (as discussed below) for the subcontract shall be equal to the Total Firm-Fixed-Price identified in the Consideration Schedule.

### **B. Progress Payments**

Progress Payments shall be made as work progresses for the Line Items identified as Progress Payments below in the Consideration Schedule, Exhibit A, Form A. Progress Payments shall be made in accordance with Clause D-8, Invoicing and Payment, and Clause D-9, Payments under Firm-Fixed-Price Construction Subcontracts (Exhibit D). All progress payments in aggregate for the Subcontract shall be equal to the Total Firm-Fixed-Price identified in the Consideration Schedule for this Subcontract (or as identified in a Task Order, if applicable). Progress payments shall not exceed the corresponding values shown in the Schedule of Values (as discussed below):

### **C. Schedule of Values:**

Within 10 days of award, the SUBCONTRACTOR shall submit a Schedule of Values to the Subcontract Administrator for review and approval. The Schedule of values must identify the major segments of the construction phase and the estimated cost to complete each segment. The estimated costs of the construction phase in aggregate must equal the line item for construction in the consideration schedule. The

schedule of values will consist of the following segments at a minimum, but the Subcontract Administrator may require the SUBCONTRACTOR to break out the construction work into additional segments, as the Subcontract Administrator may determine necessary in their discretion.

#### **5. TRAVEL TO THE WORK LOCATION:**

SUBCONTRACTOR shall not be paid for any time spent by its personnel for travel to and from the work location.

#### **4. SUBCONTRACT VALUE**

The Value of this Subcontract is To Be Determined dollars (\$ To Be Determined). The total payments under this Subcontract shall not exceed Value of this Subcontract unless the value is modified in writing by the Subcontract Administrator in advance.

#### **5. INCREMENTAL FUNDING**

Although the parties hereto have negotiated a subcontract value of \$ **TBD**, sufficient funds for the full scope of the work are not available. The amount of funds presently available for payment by Contractor and allotted to this Subcontract is \$ **TBD**. Subcontractor shall perform or have performed Work up to the point at which the total amount paid and payable approximates but does not exceed the total amount actually allotted. Contractor will allot additional funds incrementally to the subcontract up to the full subcontract value, provided funds are made available. Directed Change Orders issued under the Changes clause shall not be considered an authorization to exceed the allotted amount.

Subcontractor shall notify Contractor in writing whenever it has reason to believe that the amount to be invoiced under this Subcontract in the next 30 days, when added to all previously invoiced amounts, will exceed 80% of the total funds so far allotted. Upon notification, Contractor will allot additional funds or may suspend or terminate the subcontract in accordance with the Termination for Convenience clause.

#### **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 Subcontract Administrator will consider the quality of the Subcontractor's performance under this Subcontract.

The Subcontractor hereby grants to the Contractor the unilateral right to exercise option Line items Option 1 - Phase II - Construction at the price listed in this Subcontract.

The Contractor will give the Subcontractor written notice of intent to exercise the option line item Thirty (30) days before expiration of the subcontract and thereafter will exercise said option before the expiration of the subcontract. The exercise of an option is a unilateral right of the Contractor within its sole discretion; nothing in this Subcontract shall be construed as obligating the Contractor to exercise any options whatsoever.

**NOTE: Form A, with the blanks filled in based upon the awarded proposal(s) or agreement of the Offeror and CONTRACTOR shall become part of the resulting subcontract.**

**FORM B SUBCONTRACTOR AND VENDOR LIST**

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

Name & Address	Work Description	Terms	Value	Business Type

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

IN the above table for TERMS - Enter Lump Sum, Unit Price, etc.

In Business TYPE - Enter SB for Small Business, SDB for Small Disadvantaged Business, WOSB for Women-Owned Small Business, VOSB for Veteran-Owned Small Business, and SDVOSB for Service Disabled Veteran-Owned Small Business.

**NOTE: This Form will become a part of the resultant subcontract.**

## FORM C EVALUATION CRITERIA

1. **CONTRACTOR** intends to award a subcontract resulting from this Solicitation to the responsible OFFEROR whose proposal conforms to the solicitation. **CONTRACTOR** reserves the right to determine that proposals are outside the competitive range at any time during the evaluation process. OFFERORS whose proposals are determined to be outside the competitive range will be promptly notified.

In its sole discretion, **CONTRACTOR** may, but is not required to:

- A. Accept or reject any proposal for any reason with or without prior discussions with the OFFEROR;
- B. Waive any requirements of this solicitation or the Solicitation Documents or waive any noncompliance in any proposal;
- C. Make award decisions on the basis of the information and proposals received from the OFFEROR and/or additional information received from other sources;
- D. Select one or more competitive proposals for further technical review prior to award;
- E. Make an award with or without discussions;
- F. Obtain additional information of whatsoever nature from any OFFEROR for consideration in the award decision;
- G. Amend this solicitation for any reason whatsoever;
- H. Cancel this solicitation for any reason whatsoever;
- I. Take any other action whatsoever in relation to this solicitation.

## 2. GENERAL CONSIDERATIONS

In addition to the evaluation of each OFFEROR'S proposal, **CONTRACTOR** will consider each OFFEROR'S adherence to the terms and conditions. All Exceptions and Deviations will be evaluated on a case-by-case basis. Exceptions and Deviations may result in the proposal not being selected for award.

## 3. EVALUATION METHOD

### A. Tradeoff Process:

This procurement will use a Best Value tradeoff process assessing merit factors as well as price/cost. This selection process will allow tradeoffs among cost/price and non-cost factors allowing **CONTRACTOR** to accept other than the lowest priced proposal. Proposals will be rated using a scoring system. The **CONTRACTOR** will select the OFFEROR whose proposal is technically acceptable and who's technical and price relationship is most advantageous to the **CONTRACTOR** and the Government. The **CONTRACTOR** will award to an OFFEROR, other than the lowest responsive and responsible OFFEROR, if the evaluation indicates that the OFFEROR'S proposal is sufficiently superior from a technical standpoint so as to warrant payment by the **CONTRACTOR** of a premium (i.e., difference in price between the superior proposal and lower responsive proposals) for such superiority. The proposed price between OFFERORS in the competitive range, especially between proposals which have fairly equal technical ratings, may be the major deciding factor in selection of a proposal for award. **CONTRACTOR** shall not select a proposal whose proposed price is disproportionately greater than the added benefit to the **CONTRACTOR**/Government of any technical superiorities.

### SCORED CRITERIA:

The following Criteria will be evaluated and scored. The scored criteria are listed in descending

order of importance. Criterion four (1), EPC Qualifications/Experience is equally as important as Criterion five (2), Project Management Plan and they are more important than Criterion six (3), Technical Approach which is significantly more important than Criterion seven (4), Past Performance.

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

**CRITERION 1: ENGINEERING, PROCUREMENT, AND CONSTRUCTION (EPC) QUALIFICATIONS/EXPERIENCE:**

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

**Sub-criterion 1a. Design Build Experience:** OFFEROR shall demonstrate that it has experience in design - build projects and provide an overall methodology of successful execution of such. OFFERORS shall include examples of projects of a similar or reasonably similar nature which were completed or which were ongoing within the last three (3) year period preceding the proposal due date.

1. Provide an overall methodology of successful execution of such.
2. Include specific examples of projects completed. Examples shall reflect scope similar to that requested in this Request for Proposal.
3. Include from Exhibit A, From Experience Statement and Form E Lower-Tier Subcontractor Experience Statement.

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

**Sub-criterion 1b. Prior Experience SUBCONTRACTOR and LOWER-TIER**

**SUBCONTRACTOR(s) working together:** OFFEROR shall provide information regarding the number of projects in which the Architectural and Engineering (A&E) Subcontractor and the Construction Subcontractor (if separate entities) have worked together in the past. In addition, OFFEROR shall provide information regarding the number of projects in which the OFFEROR and any other lower- tier subcontractors have worked together in the past. OFFEROR shall provide a general description of those projects and their overall role in the project (e.g. were there other A&E Contractors involved?).

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

**CRITERION 2: PROJECT MANAGEMENT PLAN**

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

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



following elements:

Project Management Plan (PMP) – Provide a specific PMP that demonstrates how design/build planning and execution shall be performed as well as what quality assurance methods will be employed to ensure coordination and reviews are completed. PMP to include a high level work breakdown structure and organization chart that shows key personnel. The organization chart shall also show the organization of lower-tier subcontractors with a brief description of their roles and responsibilities. Focus shall be on U1a Building 1 (Building 01-350), intended to be the first task.

A. Project Schedule – Provide a schedule that aligns with dates provided in the Statement of Work (Exhibit B) that also includes design and construction key milestones including, design development and review cycles, and activities such as Title III support.

B. Resumes – Provide resumes of key personnel to include but, not limited to Project Manager, On-site Safety Representative, On-site Superintendents, On-site Quality Assurance along with Standard Form SF 330, Architect-Engineer Qualifications for Architects and Engineers. OFFEROR and proposed lower-tier subcontractors shall demonstrate current job title, role in this contract, education, professional qualifications/certifications/registration and brief description of a minimum five years of design-build project experience pertinent to this SOW. OFFEROR shall demonstrate that it has access to the Key Personnel to execute the Project, including those listed in Exhibit D, D-20, Approval of SUBCONTRACTOR Key Personnel.

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

### **CRITERION 3: TECHNICAL APPROACH**

OFFEROR shall demonstrate its understanding of the technical approach to the project. The OFFEROR must provide a design concept utilizing the 23-460 existing exterior/structural design and massing elements (Exhibit B Attachment No. 2 Building 23-460 100% Drawing Set) as part of their proposal that clearly demonstrates how the programming requirements will be addressed. The design concept shall include the following:

- A. Architectural, structural, civil, fire protection, fire alarm and detection, plumbing, mechanical, electrical, communications, and CONTRACTOR security's system technical approach to address the requirements of the specification and Statement of Work. A description of each system/discipline approach for this building shall be provided.
- B. Must demonstrate understanding of programming requirements.
- C. Design concept shall have a site plan, external elevation views (with labeling of material types), floor plan that demonstrates validation of programming spaces and an understanding of security requirements, and product literature of furnishings. External elevation views should depict photo realistic exterior finishes of building. Provide color renditions D size as part of proposal package.
- D. The OFFEROR shall describe the processes it utilizes to safeguard the integrity and oversight of the A&E deliverables identified in the Technical Specification and provide examples of types of drawings, specifications, reports, and analysis. OFFERORS that demonstrate processes that ensure quality engineering deliverables will be rated higher. OFFERORS that demonstrate processes that ensure quality engineering

deliverables will be rated higher.

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

#### **CRITERION 4: PAST PERFORMANCE**

OFFEROR shall submit Past Performance Questionnaires. Questionnaires are to be completed and submitted by the reference, not the OFFEROR. The OFFEROR will provide Exhibit A, Form D to companies who will furnish past performance data on the OFFEROR's firm directly to Mission Support and Test Services, LLC. The OFFEROR shall include in its proposal the list of companies selected to submit a Past Performance Questionnaire, including the company name, address, and phone number.

Higher scores will be given to OFFERORS that receive favorable ratings on their questionnaires. The OFFEROR'S past performance information shall be evaluated to determine the degree to which it demonstrates that the OFFEROR WILL successfully perform the Work. CONTRACTOR may consider any past performance information available from other sources in addition to the Past Performance Questionnaires. Note: OFFEROR for which past performance information is not received or is not otherwise available from other sources shall not be rated favorably or unfavorably for this criterion.

#### **NOTE: Offeror must receive an acceptable rating in all criteria to be considered for award.**

For each criterion or sub-criterion, the evaluator shall assign an adjectival rating with a corresponding numerical rating within the range indicated (below). This will be the basis for determining how many of the available points will be assigned to each proposal for each criterion.

**Superior (81-100)** - Significantly exceeds performance requirements or capability in a beneficial way, and/or substantial and clearly defined response, and/or an innovative response, and has no weaknesses.

**Exceptional (61-80)** - Exceeds specified performance or capability in a beneficial way, and/or a substantial and clearly defined response, and/or has value added features, and has no significant weakness.

**Acceptable (41-60)** - Meets requirements, all critical criteria met, and/or proof of experience supplied (as applicable), has good probability of satisfying the requirement, and any weaknesses can be readily corrected.

**Marginal (21-40)** - Does not clearly demonstrate that evaluation standards are fully met; and/or there is not sufficient data to permit a comprehensive evaluation; and/or the proposal does not provide a good match to requirements; contains weaknesses and/or significant weaknesses indicating a low probability of satisfying the requirement.

**Unacceptable (0-20)** - Fails to meet minimum requirements; contains significant weaknesses and/or deficiencies from requirements; indicates a lack of understanding of requirements; and would require a major revision to make the proposal acceptable.

Although price will not be scored, it can be the determining factor between proposals within the competitive range. CONTRACTOR will evaluate proposals for award purposes by adding the total price for options to the total price for the base period. CONTRACTOR may determine that a proposal is unacceptable if the option prices are unbalanced. Evaluation of the options will not obligate CONTRACTOR to exercise the option(s).

#### **B. Price Evaluation**

CONTRACTOR will review pricing for completeness, reasonableness and realism. The purpose of the review will be to ensure, to the maximum extent feasible, that OFFEROR'S proposed prices are complete and realistic in relation to the solicitation, and the technical proposals are reasonable in relation to known market pricing. Realism is the compatibility of the OFFEROR'S proposed price with proposal scope and required effort. Completeness is the responsiveness of the offer in providing the areas of price required by the RFP and scope of work. All the cost information required by the RFP must be submitted. An unrealistic price proposal may be grounds for eliminating a proposal from competition either on the basis that the OFFEROR does not understand the requirement, or the OFFEROR has made an improvident proposal.

Although price will not be scored, it can be the determining factor between proposals within the competitive range. CONTRACTOR will evaluate proposals for award purposes by adding the total price for options to the total price for the base period. CONTRACTOR may determine that a proposal is unacceptable if the option prices are significantly unbalanced. Evaluation of the options will not obligate CONTRACTOR to exercise the option(s).

#### **4. PREPARATION OF PROPOSAL (Technical, Safety and Pricing)**

Proposals shall be submitted on the forms furnished, or copies thereof, and must be manually signed. No erasures are permitted. If changes appear on the forms, the erroneous information must have a single line drawn through the information and be initialed and dated by the person signing the proposal.

Proposals must be submitted in separate volumes: **Technical, Safety and Pricing**. The proposal shall contain all pertinent information requested in sufficient detail to permit a thorough evaluation. If the requested information is not located in the proper section, the information may be considered omitted.

- a. Proposals shall be submitted to arrive at this office by the date and time specified in the RFP cover letter.
- b. Technical proposals submitted in response to this RFP shall comply with the following requirements: No cost information is to be included in the Technical proposal. The proposal shall not merely offer to perform work but shall explain how the offeror plans to accomplish the requirements as instructed in the evaluation criteria. Repeating the RFP requirements without sufficient elaboration will not be acceptable.
- c. Proposals will be evaluated as set forth in paragraph 3 above.
- d. Format and Content

OFFEROR shall include in its proposal the following:

**Volume 1 – Technical** information should clearly address each of the technical proposal evaluation criteria in paragraph A above. It should be presented in as much detail as practical and include the following as a minimum:

1. Criterion 1: EPC Qualifications/Experience
2. Criterion 2: Project Management Plan
3. Criterion 3: Technical Approach
4. Criterion 4: Past Performance
5. Form B – Subcontractor and Vendor List without Prices
6. Form F – Experience Statement completed
7. Form G – Lower Tier Subcontractor Experience Statement
8. Form I – Resumes of Key Personnel
9. Form M - Exceptions and Deviations (if any) to be completed and returned at time of Proposal due date.
10. Form N – Subcontract Schedule

**Volume 2 – Safety** information shall be provided for the Determination of Responsibility

1. Form J – Safety Program
2. Form K – Subcontractor Safety and Health History
3. Form L – Lower-Tier Subcontractor Safety and Health History

**Volume 3 – Pricing** proposal shall include completed:

1. OFFEROR'S Proposal Letter, signed and dated
2. Collective Bargaining Agreement – Letter of Assent
3. Form A – Consideration Schedule in its entirety,
4. Form B – Subcontractor and Vendor List with Prices
5. Key Personnel from Exhibit D, D-19
6. FRM-0870, W-9

Note: Provide one (1) electronic file copy Volume 1 Technical Proposal, one (1) electronic file copy Volume 2 Safety Proposal, and one (1) electronic file copy Volume 3 Price Proposal to CONTRACTOR for evaluation. All information shall be printed single sided and shall not be a duplicate to ensure clarity of words and/or images.

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

## FORM D PAST PERFORMANCE QUESTIONNAIRE

Upon completion, please return to:

MISSION SUPPORT AND TEST SERVICES, LLC	
Attention:	, NLV018
Email Address:	
RFP No.	
Firm Name:	
Contract No.	

The above noted firm's past performance is being assessed for technical evaluation purposes. You are requested to complete the following and email to the above noted address no later than . Additional comments are welcome. Provide additional sheets if necessary.

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

Does the work involve Design-Build?

☐ YES

☐ NO

Please briefly describe the work:

Were there any change orders made to the base contract?

☐ YES

☐ NO

If yes, please explain:

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

☐ YES

☐ NO

Please describe the circumstances:

Was the quality of personnel compliant with the contract requirements?

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

☐ YES

☐ NO

Additional Comments:

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

☐ YES

☐ NO

☐ N/A

Additional Comments:

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

☐ YES ☐ NO

Additional Comments:

\_\_\_\_\_

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

YES NO

Additional Comments:

\_\_\_\_\_

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

Rating Scale		
Superior	= 4	Significantly Exceeded Minimum Requirements
Exceptional	= 3	Exceeded Minimum Requirements
Acceptable	= 2	Met Minimum Requirements
Marginal	= 1	Less than Minimum Requirements with Satisfactory Results
Unsatisfactory	= 0	Did not meet minimum requirements

Responsive to Customer Needs:

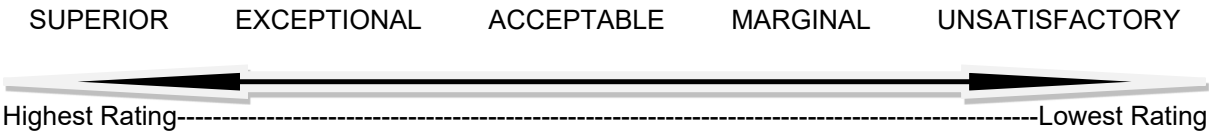
Select rating

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

Select rating

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

Select rating



Additional Comments:

[Click or tap here to enter text.](#)

Name	Date		Company

Title			Mailing Address	

Name & Date	Company
Title	Address

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

## FORM E EXPERIENCE STATEMENT

The OFFEROR submits the following statement as to its experience qualifications. In the case of a joint venture, separate forms will be submitted for previous experience of the joint venture and the experience of each party of the joint venture.

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

Experience in work of a nature similar in type and magnitude to that set forth in the Statement of Work (SOW) extends over a period of \_\_\_\_\_ years.

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

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

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

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



## FORM F LOWER-TIER SUBCONTRACTOR EXPERIENCE STATEMENT

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

**COMPANY NAME:**

**PHONE:**

**CONTACT:**

**FACSIMILE:**

**ADDRESS:**

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

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

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

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

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

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

## FORM G PROJECT ORGANIZATION DESCRIPTION

OFFEROR is to attach an organizational chart with numbers and titles of key personnel and numbers and categories of home office personnel. Additionally, the OFFEROR is to provide a written description of the organization, defining lines of authority/responsibility/communication and the overall working of the organization with particular emphasis on interface and the procedures for monitoring and controlling the work.

OFFEROR is to attach a narrative, not to exceed three pages, describing its plan for Subcontract execution. This plan should be developed in conjunction with the organizational chart, resumes, and proposed lower-tier subcontractors/vendors. The narrative shall explain the management approach to this project as well as the flow of work from start to conclusion.

OFFEROR also must include capacity to perform information that links directly to each function listed on the organizational chart (i.e., the name of the person and the percentage of utilization in the program).

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

## FORM H RESUMES OF KEY PERSONNEL

OFFEROR is to provide a resume for each key person to be assigned to the Subcontract, containing at least the following information on each person.

1. **TITLE:**
2. **NAME:**
3. **EDUCATION/QUALIFICATIONS:**
4. **PRESENT POSITION IN OFFEROR'S COMPANY:**
5. **RELEVANT EXPERIENCE:**
6. **EMPLOYMENT HISTORY:**
7. **CITIZENSHIP:**

Attach and properly designate additional pages, if necessary.

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

Approved personnel listed in the Special Condition titled "Approval of SUBCONTRACTOR Key Personnel" may not be replaced without CONTRACTOR's approval of the replacement personnel.

## FORM I SAFETY PROGRAM

OFFEROR shall submit the following Safety and Health data with its proposal:

### **Environmental Safety & Health Requirements:**

The SUBCONTRACTOR's commitment to Environmental Safety and Health will be evaluated on their written Safety Management Program as represented by the company's written safety programs, policies, procedures, and understanding of requirements and safe job performance through:

- Work Definition
- Hazard Identification & Control
- Hazard Performing Work Safely
- Self-Improvement
- Worker Training

Additional Information for evaluation purposes:

- Resume of Company Safety Manager
- Resume of proposed Site Safety Representative (see Attachment A for qualification requirements)
- Completed Health History Forms
  - Subcontractor
  - Lower-Tier Subcontractors
- Insurance EMR verification for past three (3) years
  - Subcontractor
  - Lower Tier Subcontractors

Note: An Experience Modification Rate (EMR) of 1.0 or less is acceptable (Pass). If an EMR exceeds 1.0 for any year, the SUBCONTRACTOR and/or their LOWER-TIER SUBCONTRACTORS shall:

- a. Supply information that clearly and completely explains the excessive rate(s)
- b. Provide objective evidence that the root cause(s) of the excessive rate(s) have been identified and corrective actions implemented that have resulted in measurable improvements in safety performance, e.g. lower incident rates, less severe incidents, and subsequent reductions in the EMR.

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

Pertinent information will be written into the appropriate Subcontract documents.

**FORM J SAFETY AND HEALTH HISTORY**

<b>1. General Subcontractor Name:</b>		<b>2. NAICS Code: 236220</b>	
<b>3. Number of Lower-Tier Subcontractors expected on-site?</b>			
<b>4. Lower-Tier Subcontractor Name</b>		<b>Discipline:</b>	
<b>5. Workers' Compensation Insurance Carrier letter providing your firm's Interstate EMR for the three (3) most recent years. Attach letter and input rates and total hours worked.</b>			
Year:	EMR:	Insurance Carrier:	
Year:	EMR:	Insurance Carrier:	
Year:	EMR:	Insurance Carrier:	
<b>6. Number of OSHA Inspections previous 5 years.</b>			<b>Year(s):</b>
<b>7. Number of OSHA Citations previous 5 years</b>			<b>Type:</b>
<b>8. Use your OSHA 300 Log to fill in number of injuries and illnesses for previous three years:</b>			
a) Number of lost workday cases	Year: #	Hours Worked:	
b) Number of restricted workday cases	Year: #	Hours Worked:	
c) Number of cases with medical attention only	Year: #	Hours Worked:	
d) Number of fatalities	Year: #	Hours Worked:	
<b>9. Explanation for EMR if greater than 1.0 :</b>			

## Submittals:

1. Company Safety Program/applicable procedures
2. Resume of Company Safety Manager
3. Resume of proposed Site Safety Representative (reference Attachment A, Qualification Requirements for Safety Representative)
4. Insurance EMR verification

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

## FORM K LOWER-TIER SUBCONTRACTOR SAFETY AND HEALTH HISTORY

<b>1. Lower-Tier Company Name:</b>		<b>2. NAICS Code: 236220</b>	
<b>3. Name of General Subcontractor:</b>			
<b>4. Workers' Compensation Insurance Carrier letter providing your firm's Interstate EMR for the three (3) most recent years. Attach letter and input rates and total hours worked.</b>			
Year:	EMR:		
Year:	EMR:		
Year:	EMR:		
<b>5. Use your last year's OSHA No. 300 Log to fill in number of injuries and illnesses:</b>			
a) Number of lost workday cases		Hours Worked:	
b) Number of restricted workday cases			
c) Number of cases with medical attention only			
d) Number of fatalities			
<b>6. Number of OSHA Inspections previous 5 years.</b>		Year(s):	
<b>7. Number of OSHA Citations previous 5 years</b>		Type: <input type="checkbox"/> De minimus <input type="checkbox"/> Serious	<input type="checkbox"/> Willful <input type="checkbox"/> Repeat
<b>8. Do you have a written safety program?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>9. Have you submitted the safety program to the General Contractor for their approval?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>10. Explanation for EMR greater than 1.0</b>			

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

**FORM L SUBCONTRACT SCHEDULE**

OFFEROR is to submit a Preliminary Subcontract Schedule in the Critical Path Method (CPM) format addressing as a minimum the milestone dates listed in the Special Condition titled “COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK.”

Work Activity Week	1	2	3	4	5	6	7	8	9

Work Activity Week	10	11	12	13	14	15	16	17	18

**NOTES:**

Continue on additional sheets if necessary.

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

## FORM M EXCEPTIONS AND DEVIATIONS

OFFEROR may submit herein any exceptions and deviations OFFEROR wishes to make to any part of these documents, taking care to refer precisely to which part of these documents the exception or deviation is being made. All exceptions and deviations shall be submitted in the form of proposed amendments to these documents via a separate sheet attached with the proposal by noting exceptions or deviations to the appropriate document/clause and must be listed separately below by each Exhibit/Clause number. No exceptions or deviations to these documents shall be recognized unless expressly agreed to by the Subcontract Administrator and set forth in the resulting Subcontract. All other terms and conditions shall remain in full force and effect except as modified by the Subcontract Administrator.

Any special or unique terms and/or conditions that the OFFEROR wants considered must be provided with the proposal. Attempting to provide this type of information after the proposal due date may preclude the proposal from further consideration.

Note, any exceptions or proposed deviations from the Subcontract Documents as provided in the RFP may make the OFFEROR'S proposal ineligible for award, as determined by the Subcontract Administrator in his/her sole discretion.

- ☐ No Exceptions
- ☐ Exceptions taken are detailed below or on a separate sheet

NO. REFERENCE	EXCEPTION OR DEVIATION	REASON

### NOTES:

List the Request for Proposal document location under the column above entitled "Reference" to which any proposed exception or deviation applies (e.g.: Exhibit B, Section 5.2.1, etc.).

Under the "Reason" column, list the reason(s) for each exception or deviation proposed by the OFFEROR. OFFERORS are requested to keep their reasoning language as short as possible.

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

Acceptable exceptions and deviations will be incorporated into the appropriate Subcontract Documents.