

SOLICITATION N40080-12-R-8120
P561 Aircraft Prototype Facility Phase 2 At The Naval Air Station Patuxent River,
Maryland

REQUEST FOR PROPOSAL
LARGE MULTIPLE AWARD CONSTRUCTION CONTRACT
(LMACC)

P561 AIRCRAFT PROTOTYPE FACILITY PHASE 2
AT THE
NAVAL AIR STATION
PATUXENT RIVER, MARYLAND

ISSUE DATE 14 OCTOBER 2011

ISSUED BY: NAVFAC WASHINGTON
1314 HARWOOD STREET, SE, BLDG 212
WASHINGTON NAVY YARD, DC 20374-5018

ADDRESS FOR THE LMACC WEBSITE:
<https://www.neco.navy.mil>

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This Request for Proposal (RFP) is for solicitation number N40080-12-R-8120 under the LMACC Taskorder contract N40080-09-R-0491; P561 Aircraft Prototype Facility Phase 2 At the Naval Air Station Patuxent River, Maryland. This solicitation consists of the following documents:

1. Contract Documents:
 - A. Instructions to Offerors
 - B. Contract Clauses
 - C. Technical Evaluation Factors
 - D. Price Schedule
 - E. Wage Determination

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A. INSTRUCTIONS TO OFFERORS

- (1) Your acquisition point of contact for this RFP is Dorothea Holley at 202-685-8086, or email dorothea.holley@navy.mil.

The project consists of constructing a secure modified type II hangar space for a single large aircraft or up to (4) four smaller aircraft, with concrete pile and grade beam foundation, structural steel frame, insulated metal panel wall system, built-up roofing system over insulated structural metal deck, steel truss roof framing and sliding hangar doors on each end. The project will provide a secure facility, individual secure area(s), aircraft preparation bay and laboratories with equal-sized bays with separate zoning for fire protection alarm system and security systems.

The facility will include in-floor radiant heating, cooling and humidity control for material processing and intrusion detection system. The project also includes aircraft apron, tow-way access, emergency vehicle access, and new parking area. Built-in equipment includes an aqueous film forming foam fire protection system, movable interior hangar doors, electric rolling hangar doors, a compressed air system and lightning protection. Site preparation includes site clearing, excavation preparation for construction, and storm water management system. Electrical utilities include primary and secondary distribution systems, lighting, transformers, telephone and communication networks and SIPRNET. Also included is tow-way edge lighting. Site utilities include domestic water, storm water, SWV (Sanitary, waste, and vent), natural gas, and fire protection site piping.

Sustainable design principles will be included in the design and construction of the project in accordance with Executive Order 13123 and other laws and Executive Orders. Facilities will meet LEED Silver ratings, including actual LEED certification, and comply with Energy Policy Act of 2005 and EISA2007. Low Impact Development will be included in the design and construction of this project. This project will provide Anti-Terrorism (AT) features and comply with AT regulations, physical security and progressive collapse mitigation in accordance with DOD Minimum Anti-Terrorism Standards for Buildings.

- (2) The construction duration time is 640 calendar days from date of award. This includes 15 days for receipt review and approval of administrative submittals.
- (3) The following milestones are established for this procurement:

Issue Solicitation	14 October 2011
Pre-Proposal conference and site visit	25 October 2011

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Proposals due	23 November 2011
Construction Completion Date	640 calendar days after award this included 15 days for bonds & insurance submittals)
RFI Cut-off date	09 November 2011 Close of Business

Award will be based on best value in accordance with the technical factors and price.

- (4) The design/build budget amount is \$40,937,063.57. Offerors will submit a signed Price Schedule including overhead certification.
- (5) A site visit has been scheduled for 25 October 2011 1:00 PM. We will meet at Bldg 504 Naval Air Station, Patuxent River, Maryland.
- (6) Proposals shall be submitted to NAVFAC Washington, Bldg 212, Washington Navy Yard, DC 20374 Attn: Dorothea Holley by Wednesday, November 23, 2011 at 2:00 PM. Three (3) copies of Price Proposal (1) Original and (2) Copies; Three (3) copies of Technical Proposal (1) Original and (2) Copies. Hand delivered to the mailroom on the first floor of Bldg 212. Hand delivered proposal MUST be submitted directly to the mail room. Offerors are solely responsible for the timely delivery of proposals and cautioned to plan ahead for unexpected delays. All proposals must be received PRIOR to the due date and time. Any bids received after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4. A proposal received at 2:01 PM will be considered late. Facsimile copies or emails will NOT be accepted.
- (7) Inquiries during the proposal preparation period shall be submitted by email in word format to dorothea.holley@navy.mil by 09 November 2011. All proposals must be received PRIOR to the due date and time. Any bids received after the time set for receipt will be stamped with the date and hour of receipt and held unopened until after award. The file shall be documented in accordance with FAR 14.304-4. A proposal received at 2:01 PM will be considered late.

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B. CONTRACT CLAUSES

FAR 52.211-10, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK - ALT I (APR 1984)

The Contractor shall be required to commence work under this order within 15 calendar days (administrative time for submission and approval of bonds and insurance), and complete the entire work not later than 640 calendar days.

FAR 52.211-12, LIQUIDATED DAMAGES – CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$20,400.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.

(End of Clause)

FAR 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

(End of provision)

FAR 52.217-5 Evaluation of Options. (JULY 1990)

As prescribed in 17.208(c), insert a provision substantially the same as the following:

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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FAR 52.217-7 Option for Increased Quantity—Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within [*insert in the clause the period of time in which the Contracting Officer has to exercise the option*]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

FAR 52.222-6, DAVIS BACON ACT (JULY 2005)

The following Department of Labor Wage Determination applies to this order:

General Decision Number: **MD100091** 08/26/2011
State: Maryland

The applicable Department of Labor General Wage Decision for this work is: MD100091 Modification 07 dated 08/26/2011.

FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the area covered are as follows:

The goal for minority participation for each trade is 28%

The goal for female participation for each trade is 6.9%.

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

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(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is St Mary's County, Maryland.

FAR 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

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(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

FAR 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

FAR 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall

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prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

FAR 52.236-27, SITE VISIT (CONSTRUCTION) (FEB 1995) ALT I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation.

(b) Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

DFAR 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

RESTRICTING THE USE OF MANDATORY ARBITRATION

AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

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(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b) (1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

DFARS 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) - (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

DFARS 252.227-7023 Drawings and Other Data to Become Property of Government – (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

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NFAS 5252.228-9305, NOTICE OF BONDING REQUIREMENTS (MARCH 2006)

- (a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:
- A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% of the contract construction price.
- A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract construction price.
- (b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228-9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company
- (c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run beginning on the 541st day, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

NFAS 5252.236-9312 DESIGN-BUILD CONTRACT – ORDER OF PRECEDENCE (AUGUST 2006)

(A) In the event of conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

(1) Any portions of the proposal or final design that exceed the requirements of the solicitation.

(a) Any portion of the proposal that exceeds the final design.

(b) Any portion of the final design that exceeds the proposal.

(c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.

(2) The requirements of the solicitation, in descending order or precedence:

(a) Standard Form 1442, Price Schedule, and Davis-Bacon Wage Rates.

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(b) Part 1 – Contract Clauses.

(c) Part 2 – General Requirements.

(D) Part 3 – Project program Requirements.

(e) Part 6 – Attachments (excluding Concept Drawings).

(f) Part 5 – Prescriptive Specifications exclusive of performance specifications.

(g) Part 4- Performance Specifications exclusive of prescriptive specifications.

(h) Part 6 – Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

(End of clause)

NFAS 5252.236-9313 Design-Build Contract - Incorporation of Designer-of-Record Final Design (Jul 2008). As prescribed in 36.5100(c), insert the following clause:

NFAS 5252.236-9313 DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract.

NFAS 5252.242-9305 Performance Conference.

PRE-PERFORMANCE CONFERENCE

Within __15__ days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

(End of clause)

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C. TECHNICAL EVALUATION FACTORS

1. PROJECT SCOPE AND OBJECTIVES:

A. PROJECT DESCRIPTION:

The Naval Facilities Engineering Command, Washington, DC, is seeking eligible small businesses capable of performing construction to: Construct Aircraft Prototype-Phase 2 at Naval Air Station Maryland.

The project consists of constructing a secure modified type II hangar space for a single large aircraft or up to (4) four smaller aircraft, with concrete pile and grade beam foundation, structural steel frame, insulated metal panel wall system, built-up roofing system over insulated structural metal deck, steel truss roof framing and sliding hangar doors on each end. The project will provide a secure facility, individual secure area(s), aircraft preparation bay and laboratories with equal-sized bays with separate zoning for fire protection alarm system and security systems.

The facility will include in-floor radiant heating, cooling and humidity control for material processing and intrusion detection system. The project also includes aircraft apron, tow-way access, emergency vehicle access, and new parking area. Built-in equipment includes an aqueous film forming foam fire protection system, movable interior hangar doors, electric rolling hangar doors, a compressed air system and lightning protection. Site preparation includes site clearing, excavation preparation for construction, and storm water management system. Electrical utilities include primary and secondary distribution systems, lighting, transformers, telephone and communication networks and SIPRNET. Also included is tow-way edge lighting. Site utilities include domestic water, storm water, SWV (Sanitary, waste, and vent), natural gas, and fire protection site piping.

Sustainable design principles will be included in the design and construction of the project in accordance with Executive Order 13123 and other laws and Executive Orders. Facilities will meet LEED Silver ratings, including actual LEED certification, and comply with Energy Policy Act of 2005 and EISA2007. Low Impact Development will be included in the design and construction of this project. This project will provide Anti-Terrorism (AT) features and comply with AT regulations, physical security and progressive collapse mitigation in accordance with DOD Minimum Anti-Terrorism Standards for Buildings.

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EVALUATION FACTORS

The Proposed Task/Delivery Order will be awarded to the responsible offeror offering the best value to the Government. To make a determination of Best Value, the Government shall evaluate each offeror on the following criteria listed in order of importance:

Award of the contract shall be based on the Offeror whose proposal provides the best value to the Government considering all stated criteria. This procurement will be conducted in one phase. In terms of importance the Government considers Factors 1 through 4 to be equal in importance to each other and to be approximately equal in importance to Price. The Government reserves the right the right to reject any or all proposals at any time prior to award, to negotiate with any or all Offerors, and to award to the Offeror submitting the proposal determined by the Government to be the most advantageous.

OFFERORS ARE ADVISED THAT AN AWARD MAY BE MADE WITHOUT DISCUSSIONS.

Proposals should be submitted initially on the most favorable terms. Offerors should not assume that they will be contacted or afforded an opportunity to qualify, discuss or revise their proposals prior to award.

The solicitation requires the evaluation of price and the following no-cost/price factors and subfactors:

Factor 1: Relevant Experience (Proposed Design Team)

Factor 2: Safety

Factor 3: Past Performance

Factor 4: Technical Solution

Price

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Factor 1 – Relevant Experience (Proposed Design Team)

A. Submittal Requirements

The Offeror shall identify:

(1) Designer / architect of record

(2) Provide relevant design projects (3 maximum, performed within eight years of the date of issuance of the RFP or currently ongoing) that reflect the type of facility as described in the solicitation, as the subject project. The basis of relevance is established by the size, scope, complexity, and function of the subject project.

The Offeror shall utilize the attached form in response to this factor. Responses on forms other than the provided forms will not be considered. Include photographs if available. Responses shall be limited to 3 pages per project.

Factor 1 - Relevant Experience (Proposed Design Team)
Project No.:
Contract Title and Location:
Design Build or Design Bid Build:

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Design Agent's Partner:
Identify the firm for which this project is submitted: Firm Role in project, describe fully, indicate whether designer of record, consultant, design build, or other. Expand cell as required.
Customer reference point of contact and current phone number: Name Telephone Position Representative of
Contracting officer point of contact and current phone number (For govt. contracts): Name Telephone Contract Office

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Original construction award amount (NOT design fee) \$		Final construction contract amount (NOT design fee) \$	
Provide Detailed explanation for change in construction value: Enter NA if no change. Expand cell as required.			
Design completion date at Award		Final design completion date	
Provide detailed explanation for change in completion date: Enter NA if no change. Expand cell as required.			
List of key team members that worked on this relevant project and will work on this solicited project:			

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Design team (AE of record and Consultants) that worked on relevant project:

Describe project. Provide sufficient information for evaluators to understand project scope and relevancy.

Project description, expand cell as required.

B. Basis of Evaluation:

The proposal will be evaluated to determine the Offeror's demonstrated design experience in relevant projects of similar size, scope, complexity, and function. Relevant experience is defined as experience in the design of facilities comparable to the subject project as described in the solicitation. Relevance is strengthened by possessing:

- (1) Design / Build experience with Prime Contractor.
- (2) Experience with the design of exterior building enclosures, interior partitions, and sub-dividable hangar spaces (utilizing large hangar doors and/or operable partitions - sliding and/or telescoping) compliant with JAFAN 6/9 and meeting the STC requirements specified in the RFP for the subject project.

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- (3) Experience with the design of ASHRAE 189 compliant high performance exterior building enclosures meeting the requirements specified in the RFP for the subject project.
- (4) Design Experience with the design of exterior building enclosures meeting the minimum air infiltration requirements as specified in the RFP for the subject project.
- (5) Experience including energy modeling analysis and compliance with LEED building performance criteria for facilities that exceed EPACT 2005 minimum energy performance requirements

Factor 2: Safety

A. Submittal Requirements:

The Offeror shall submit the following information. For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required.

(1) Experience Modification Rate (EMR):

For the three previous complete calendar years (2008, 2009, 2010), submit your EMR. If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

For the three previous complete calendar years (2008, 2009, 2010), submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety:

Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

B. Basis of Evaluation:

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The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The Government's evaluation will collectively consider the following: The Government will not average the rating from the three years for the EMR and the DART:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR):

The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:

The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety:

The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

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Factor 3: Past Performance

A. Submittal Requirements:

The Past Performance Questionnaire, Attachment C, shall be completed by references and included in the offerors proposal. Offerors are required to provide PPQs with their proposal. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation. The questionnaires shall be returned no later than the proposal due date and time. PPQs sent directly to the contracting officer by the client(s) are acceptable.

Since the Government may contact the individuals identified in Past Performance Questionnaire, it is critical that these individuals be familiar with the project to answer specific questions regarding your performance. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary, affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the Offeror. In evaluating past performance, the Government will focus on information derived from the projects that are relevant to this project.

Provide the DUNS number for the Construction team.

If your company has received a review through CCASS for the relevant projects, those evaluations may be provided in lieu of the Past Performance Questionnaire. Additionally, if a POC has provided a Past Performance Questionnaire through a previous solicitation and it is relevant and in the format required in this solicitation that previous questionnaire may be submitted. Please ensure that the POC is current and updated as the Government may validate these submittals.

B. Basis of Evaluation:

Past Performance information is one indicator of an Offeror's ability to successfully perform this contract. The assessment of the Offeror's past performance will be used as a means of evaluating the relative capability of the Offeror and establish a level of risk (high, moderate, or low) for successful performance under this contract. Past Performance findings will influence the standing of the Offeror. Findings will be used to validate proposals against established criteria. Offerors may be given an opportunity to

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address unfavorable reports of past performance, and the Offeror's response will be taken into consideration.

Evaluation of Past Performance will be a subjective assessment. The Government is seeking to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction, timely delivery of services, adherence to contract schedules, subcontractor management, safety management, quality control programs, good workmanship, conformance to specifications, and fair and reasonable prices.

Factor 4: Technical Solution

A. Submittal Requirements

In response to this factor, the offeror shall certify that they have fully analyzed all requirements of the solicitation and that completion of the project is attainable for the budgeted amount. The Offerors' response to the Technical Solution Factor shall be in a narrative form not exceeding 10 single sided or 5 double sided pages and may include drawings not to exceed 15 pages. At minimum, the narrative should address the construction of the following requirements as specified in the RFP.

- Sub-dividable hangar spaces (utilizing large hangar doors and/or operable partitions -sliding and/or telescoping) compliant with JAFAN 6/9 and meeting the STC requirements.
- ASHRAE 189 compliant high performance exterior building enclosures requirements.
- Exterior building enclosures meeting the minimum air infiltration requirements and testing criteria.
- Strategy to exceed EPACT 2005 minimum energy performance requirements.
- Strategy to meet Low Impact Development (LID) requirements.

In addition to the required items above, the Government desires to include as many of the following prioritized items which are attainable within the project's budgeted amount. Offerors to provide a narrative description of attainable items as part of their Technical Solution narrative.

- Water Efficiency, Wastewater Technologies. Collect rainwater (grey water) to be used in the flush toilets of the Hangar Facility.
- Energy and Atmosphere. Install a roof mounted photovoltaic array
- Energy and Atmosphere. Install a solar domestic water heating system to supplement domestic hot water production for the Hangar Facility.
- Energy and Atmosphere. Enhanced Commissioning. A 3rd party commissioning agent (CxA) may be hired separately by NAVFAC. At minimum, the following systems will be commissioned.
 - HVAC systems, including electronic digital control systems.
 - Emergency power systems and their interfaces to other critical building systems operations.

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- Fire detection and alarm systems and their interfaces to other critical building systems components.
- Electronic communications systems including voice and data transmission, nurse call, closed circuit TV and others.
- Building systems which are incrementally constructed and commissioned due to project phasing.
- Additional building systems as required for LEED silver certification, for example domestic water, daylighting and renewables.
- Building Envelope.

B. Basis of Evaluation

It is the Government's intent that this project be accomplished accordance with the solicitation requirements. The budget amount to accomplish the effort is \$40,937,063.57, which includes all design and construction. Detailed information, including drawings, are included in the RFP package reflect the requirements for this project.

The Government will evaluate the narrative and conceptual drawings (if included) considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the Offeror's technical solution to determine adherence to the technical requirements of the RFP.

Offerors that demonstrate a clear understanding of the requirements and propose the most additional items identified above will receive a more favorable rating.

Price:

A. Basis of Evaluation:

P561 has a Design Build Budget of **\$40,937,063.57** exclusive of all options.

Offerors must provide a proposal that meets the scope of this project within the stated budgets for P561. Offerors proposal must also address all Bid Options:

- a. *Bid Option 001: Furnishings*
- b. *Bid Option 002: Intrusion Detection Equipment*
- c. *Bid Option 003: Lab Equipment*

Prices will be evaluated in terms of reasonableness based on a comparison of Total Proposed Price, the Government Estimate and other prices received.

In addition, the price evaluation will take into consideration the Total Proposed Price plus the calculation of mark-ups. The Government will evaluate price mark-ups as follows: Using Form 4330/43(8/88), 5% of the Total Proposed Price will be entered on

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Line 8 and 5% of the Total Proposed Price will be entered on Line 23. The Total Cost (Line 30) will be calculated using the provided proposed rates. The total computed on Line 30 will then be added to the Total Proposed Price. This sum will result as the Total Mark-Up Price, which will be used in the evaluation to determine fair and reasonableness.

B. Submittal Requirements:

1. Offerors shall submit their Price Proposal on the associated Price Schedule included in the solicitation.

2. If necessary, Offerors should identify any items in the scope that have been deleted or modified in order to meet the stated budget. Items that are deleted or modified should be clearly described and include the associated price, and such items must be identified in the technical portion of the proposal- except for their price. In all cases, the most viable design solutions should be presented for the stated budget. If technical issues are included in the price proposal, they must also be included in the technical proposal.

3. If the offeror determines that the project cannot be designed and constructed for a price that falls within the budget, scope variances shall be proposed for the Government's consideration. Each variance shall specifically identify the impact to the overall project and include an associated price, and such items must be identified in the technical portion of the proposal- except for their price.

4. Offeror shall submit calculation of Total Mark-Up Price Sheet.

Calculation of Total Mark-Up Price

Evaluation of Price considers the Total Proposed Price, exclusive of all options, plus the calculation of mark-ups.

In addition to the prices submitted, the offeror shall provide proposed modification/change order percentage rates for field overhead, prime's overhead on subcontractors, prime's home office overhead, and prime's profit, as follows:

Field Overhead rate (line 9) *	_____%
Prime's Overhead rate on Subcontractors (line 27)	_____%
Prime's Home Office Overhead (line 28)	_____%

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The Government will evaluate price mark-ups as follows:

Using Form 4330/43(8/88), 5% of the Total Proposed Price will be entered on Line 8 and 5% of the Total Proposed Price will be entered on Line 23. The Total Cost (Line 30) will be calculated using the provided proposed rates. The total computed on Line 30 will then be added to the Total Proposed Price. This sum will result as the Total Mark-Up Price, which will be used in the evaluation to determine fair and reasonableness.

The offeror is not required to calculate the mark-up price or submit the form. This information is provided only to describe how the Government will evaluate the price.

The above rates will become part of the successful contractor's resultant contract and will be applied to the direct costs of all contract modifications (additive or deductive) with a cumulative total value of up to 10% of the original contract award amount. Any modifications exceeding 10% of the original contract amount will be negotiated in accordance with FAR Part 15, DFARS Part 215, and any other applicable Federal regulation.

*Field Overhead will be evaluated as a percent mark-up and not a direct cost to the change proposal. Field include costs incurred at the jobsite incident to the performance of the work, such as cost of superintendence, Overhead costs cover indirect costs incurred on this project that are chargeable only to this contract and timekeeping, clerical work, engineering, jobsite supervision, project manager, superintendent, general foreman, CQC Staff, field engineer, secretaries, change order estimators/negotiators, tool-shed keeper, supplies, office supplies, temporary protection, and/or maintenance, dust control, noise control, winter protection,

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D. PRICE SCHEDULE

ITEM NO	DESCRIPTION	PRICE
0001	BASE BID – P561 Aircraft Prototype Facility Phase 2: All work in accordance with the request for proposal, but not including work indicated in items 0002, 0003, 0004, 0005, 0006, 0007, or 0008	\$ _____
0002	Price for Item 0002 shall be the addition of the following Work – Price for the work, complete, and useable in accordance with the RFP requirements, drawings, specifications, and USGBC LEED NC Green Building Rating System: Water Efficiency, Credit 2, Innovative Wastewater Technologies. Collect rainwater (grey water) to be used in the flush toilet fixtures of the Hangar Facility.	\$ _____
0003	Price for Item 0003 shall be the addition of the following Work – Price for the work, complete, and useable in accordance with the RFP requirements, drawings, specifications, and USGBC LEED NC Green Building Rating System:	

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Energy and Atmosphere, Credits 1 and 2. Install

a Roof Mounted Photo Voltaic Array. Note:

This impacts points earned in both the Optimize

Energy Performance and On-Site Renewable Energy

categories.

\$ _____

0004

Price for Item 0004 shall be the addition of the following

Work – Price for the work, complete, and useable in

accordance with the RFP requirements, drawings,

specifications, and USGBC LEED NC Green Building

Rating System:

Energy and Atmosphere, Credits 1 and 2. Earn

additional points by installing a solar domestic water

heating system to supplement domestic hot water

production for the Hangar Facility.

\$ _____

0005

Price for Item 0005 shall be the addition of the following

Work – Price for the work, complete, and useable in

accordance with the RFP requirements, drawings,

specifications, and USGBC LEED NC Green Building

Rating System:

Energy and Atmosphere, Credits 3,

Enhanced Commissioning. The 3rd Party CxA will be hired

separately by NAVFAC. Costs listed here should represent

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only those additional costs incurred directly by the offeror.

\$ _____

0006 Option 1 - Price for Item 0006 shall be the addition of the following complete: Price for providing all work in connection with procurement and installation of all collateral Furnishings complete and usable in accordance with the RFP requirements, drawings, and specifications.

\$ _____

0007 Option 2 - Price for Item 0007 shall be the addition of the following complete: Price for providing all work in connection with procurement and installation of all Intrusion Detection Equipment complete and usable in Accordance with the RFP requirements, drawings, and specifications.

\$ _____

0008 Option 3 - Price for Item 0008 shall be the addition of the following complete: Price for providing all work in connection with procurement and installation of all Lab Equipment complete and usable in accordance with the RFP requirements, drawings, and specifications.

\$ _____

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E. WAGE DETERMINATION

General Decision Number: MD100091 08/26/2011 MD91

State: Maryland

Construction Type: Building

County: St Mary's County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	05/14/2010
1	06/11/2010
2	09/03/2010
3	09/24/2010
4	12/03/2010
5	07/08/2011
6	08/12/2011
7	08/26/2011

ASBE0024-007 10/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.43	14.43

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

 * CARP0132-011 05/01/2011

	Rates	Fringes
CARPENTER (Drywall Hanging and Form Work ONLY).....	\$ 26.74	7.45

 ELEC0026-019 06/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 39.75	3%+13.10+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after

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Thanksgiving Day and Christmas Day.

IRON0005-006 06/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.83	13.295

PAIN0051-017 06/01/2010

	Rates	Fringes
PAINTER (Brush, Roller, Drywall Finisher/Taper).....	\$ 24.64	7.86

PLUM0005-010 08/01/2011

	Rates	Fringes
PLUMBER.....	\$ 38.17	15.50+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

* PLUM0602-010 08/01/2011

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 37.62	17.22+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

SHEE0100-023 01/01/2011

	Rates	Fringes
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 35.59	13.01

SUMD2010-045 04/20/2010

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking, Cleaning)....	\$ 21.38	3.68
CARPENTER (Excluding Drywall Hanging and Form Work).....	\$ 20.23	3.15

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IRONWORKER, REINFORCING.....	\$ 17.69	2.02
LABORER		
Brick Mason Tenders.....	\$ 12.74	3.28
Common or General.....	\$ 12.74	3.28
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 12.56	0.00
OPERATOR: Backhoe.....	\$ 17.39	4.76
OPERATOR: Forklift.....	\$ 18.95	0.00
PIPEFITTER (Excluding HVAC Pipe Installation).....	\$ 24.75	7.63
POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....	\$ 19.79	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project

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description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION