

REQUEST FOR OFFER (RFO) PART I  
N62473-19-D-1237 TO N6247324RE501 – PARCEL G BUILDING DEMOLITION AT BRAC  
FORMER HUNTERS POINT NAVAL SHIPYARD, SAN FRANCISCO, CALIFORNIA

**RFO PART 1 – CONTRACT FORMS AND DOCUMENTS**

**NAVFAC Solicitation No.:** N62473-19-D-1237-TO N6247324RE501

**Title:** Parcel G Building Demolition at Hunters Point

**Location of the work:** Hunters Point Naval Shipyard, San Francisco, California

**ATTACHMENTS:**

- A – RFI Log (Excel Spread Sheet)
- B – Offer Schedule (Excel Spread Sheet)
- C – Wage Determination
- D – Provision (i.e. 52.204-24, 52.204-29, 252.225-7059)
- E – PIII Solicitation Module Vendor Registration Guide

**1. DESCRIPTION OF WORK**

The intent of this Firm-Fixed Price (FFP) contract task order is to perform the demolition of six (6) buildings and miscellaneous structures located at Parcel G at Hunters Point Naval Shipyard (HPNS), (Buildings 351, 351A, 366, 401, 411 and 439 and Building Pad 408). Demolition is to be performed in compliance with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) requirements. All buildings are classified as radiologically impacted, and were remediated to below Low Level Radioactive Waste. However, the California Department of Public Health has not issued release letters for the buildings and building pad yet. The demolition will be performed in phases. Demolition effort will initially involve hazardous wastes removal (asbestos, lead, Polychlorinated Biphenyls and other materials). Work will continue with removal of equipment and materials within the buildings. The final stage requires removing each building to-grade, proper management of waste generated and out-of-state waste disposal.

The durable cover restoration task only applies to the demolition footprint areas disturbed from demolition activities, not the entire Parcel G footprint. Parcel G already has a durable cover (asphalt) installed. The task is to restore the foundation area to match existing grade, per the durable cover design specification provided as an attachment to the RFO Part 6.

The specific priorities of the project are to execute the removal of these structures with the least impact on surrounding communities and businesses, minimizing the impacts to facility operations during the removal process, and restoring the areas impacted by the removal process to their pre-construction state.

The former HPNS consists of approximately 416-acres on land in the San Francisco Bay. The station shipbuilding, repair and maintenance activities began in the 1940s, when the Navy took ownership of HPNS. Following World War II, HPNS was used for submarine maintenance and repair and is also the site of the Naval Radiological Defense Laboratory. HPNS was deactivated in 1974.

Past operations resulted in hazardous substances being left onsite and HPNS being placed on the National Priorities List in 1989. In 1991, HPNS was designated for closure under the Defense Base Closure and Realignment Act (BRAC), which involved environmental remediation and making the property available for nondefense use. The Navy manages the cleanup under the CERCLA process with oversight from the United States Environmental Protection Agency, California Department of Toxic Substances Control, and Regional Water Quality Control Board. The Navy transferred Parcels A-1, A-2, D-2, UC-1, and UC-2 to the City of San Francisco for redevelopment and intends to transfer the remaining parcels as well.

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The NAICS code is 236220, and the PSC code is P400, Salvage - Demolition of Buildings.

**BASE ITEM 0001**– FFP (Lump Sum) for a DESIGN-BUILD PROJECT, HUNTERS POINT NAVAL SHIPYARD PARCEL G DEMOLITION - BUILDING 351. For the demolition of Building 351 located at Parcel G at HNPS. Demolition will involve removing the building, building slab and/or foundation. Refer to Structural Drawings in Part 6 Attachment D for slab/foundation removal details. Also included is the removal of equipment and materials within the building, and proper management and disposal of waste generated. Include all related labor, equipment, and materials to provide demolition including bond cost, overhead, and profit, complete in accordance with the RFO, but not including work indicated or specified to be provided under any other bid items.

**BASE ITEM 0002** – FFP (Lump Sum) for a DESIGN-BUILD PROJECT, HUNTERS POINT NAVAL SHIPYARD PARCEL G DEMOLITION - BUILDING 351A. For the demolition of Building 351A located at Parcel G at HNPS. Demolition will involve removing the building, building slab and/or foundation. Refer to Structural Drawings in Part 6 Attachment D for slab/foundation removal details. Also included is the removal of equipment and materials within the building, and proper management and disposal of waste generated. Include all related labor, equipment, and materials to provide demolition including bond cost, overhead, and profit, complete in accordance with the RFO but not including work indicated or specified to be provided under any other bid items.

**BASE ITEM 0003** – FFP (Lump Sum) for a DESIGN-BUILD PROJECT, HUNTERS POINT NAVAL SHIPYARD PARCEL G DEMOLITION - BUILDING 366. For the demolition of Building 366 located at Parcel G at HNPS. Demolition will involve removing the building, building slab and/or foundation. Refer to Structural Drawings in Part 6 Attachment D for slab/foundation removal details. Also included is the removal of equipment and materials within the building, and proper management and disposal of waste generated. Include all related labor, equipment, and materials to provide demolition including bond cost, overhead, and profit, complete in accordance with the RFO, but not including work indicated or specified to be provided under any other bid items.

**BASE ITEM 0004** – FFP (Lump Sum) for a DESIGN-BUILD PROJECT, HUNTERS POINT NAVAL SHIPYARD PARCEL G DEMOLITION - BUILDING 401. For the demolition of Building 401 located at Parcel G at HNPS. Demolition will involve removing the building, building slab and/or foundation. Refer to Structural Drawings in Part 6 Attachment D for slab/foundation removal details. Also included is the removal of equipment and materials within the building, and proper management and disposal of waste generated. Include all related labor, equipment, and materials to provide demolition including bond cost, overhead, and profit, complete in accordance with the RFO, but not including work indicated or specified to be provided under any other bid items.

**BASE ITEM 0005** – FFP (Lump Sum) for a DESIGN-BUILD PROJECT, HUNTERS POINT NAVAL SHIPYARD PARCEL G DEMOLITION - BUILDING 411. For the demolition of Building 411 located at Parcel G at HNPS. Demolition will involve removing the building, building slab and/or foundation. Refer to Structural Drawings in Part 6 Attachment D for slab/foundation removal details. Also included is the removal of equipment and materials within the building, and proper management and disposal of waste generated. Include all related labor, equipment, and materials to provide demolition including bond cost, overhead, and profit, complete in accordance with the RFO, but not including work indicated or specified to be provided under any other bid items.

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**BASE ITEM 0006** – FFP (Lump Sum) for a DESIGN-BUILD PROJECT, HUNTERS POINT NAVAL SHIPYARD PARCEL G DEMOLITION - BUILDING 439. For the demolition of Building 439 located at Parcel G at HNPS. Demolition will involve removing the building, building slab and/or foundation. Refer to Structural Drawings in Part 6 Attachment D for slab/foundation removal details. Also included is the removal of equipment and materials within the building, and proper management and disposal of waste generated. Include all related labor, equipment, and materials to provide demolition including bond cost, overhead, and profit, complete in accordance with the RFO, but not including work indicated or specified to be provided under any other bid items.

**BASE ITEM 0007** – FFP (Lump Sum) for a DESIGN-BUILD PROJECT, HUNTERS POINT NAVAL SHIPYARD PARCEL G DEMOLITION - BUILDING PAD 408. For the demolition of Building Pad 408 located at Parcel G at HNPS. Demolition will involve removing the building slab and/or foundation. Refer to Structural Drawings in Part 6 Attachment D for slab/foundation removal details. Also included is the removal of equipment and materials on the building pads, and proper management and disposal of waste generated. Include all related labor, equipment, and materials to provide demolition including bond cost, overhead, and profit, complete in accordance with the RFO, but not including work indicated or specified to be provided under any other bid items.

The Period of Performance (POP) is 873 calendar days (including 15 days for bond submittal) from Task Order award.

## 2. LOCATION

The place of performance is Hunters Point Naval Shipyard, San Francisco, California.

## 3. LOCAL HIRING REQUIREMENT

The conveyance agreement for Hunters Point Naval Shipyard requires “[t]o the maximum extent allowed by federal laws, the Government shall assist and use its best efforts to give preference to locally owned and minority and woman owned businesses employing local residents in any contracts relating to the remediation of the Hunters Point Naval Shipyard or any portion thereof. By way of example only and without limiting the foregoing, in entering into contracts with private entities as part of the remediation of the Hunters Point Naval Shipyard, the Government through its contracts shall give preference (i) to the greatest extent practicable to qualified businesses located in the vicinity of the Shipyard and to small disadvantaged business concerns, pursuant to Section 2912 of Title XXIX of the National Defense Authorization Act for Fiscal Year 1994, Public Law 103-160 (the "Pryor Amendment"), and (ii) to entities that plan to hire, to the maximum extent practicable, residents in the vicinity of the Hunters Point Naval Shipyard, pursuant to Section 2834 of the National Defense Authorization Act for Fiscal Year 1994 (Public Law 103-160).”

For the purposes of this task order, the government’s goal is for a minimum of **23%** of all work to be set-aside to qualified locally owned businesses. Additionally, Offerors are encouraged to hire local residents, or subcontract to businesses who hire local residents. A “Local Business” is defined as a business with its home office located within the City of San Francisco. A Resident is defined as a person with a home residence located within the City of San Francisco. Local hiring will be tracked by the administering contracting officer through review of submitted invoices. If the established goal is not met, an explanation

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detailing the reason why the goals were not met and the corrective actions taken is required. Failure to meet the local hiring participation goal of **23%** for work may negatively impact the contractor's performance documented in the Contractor Performance Assessment Report (CPARS). Exceeding the local hiring participation goal of **23%** may positively impact the contractor's performance documented in CPARS.

#### 4. RFO- TECHNICAL PACKAGE

This RFO includes the following technical documents:

- Part 2
- Part 3
- Part 4
- Part 5
- Part 6
- Slab Thickness Report

Offerors are required to review the **RFO** Parts 2-6 and all other attachments to the technical scope of work; the Order of Precedence is provided in Part 2.

The RFO Technical Package will be uploaded to the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module at <https://piee.eb.mil/>. Each MACC contractor will receive an e-mail from PIEE to access the files. **Contractors must be registered as a Proposal Manager in the DoD PIEE Suite to receive the technical package. The PIEE Solicitation Module Vendor Registration Guide is provided as an attachment to the RFO.**

#### 5. INQUIRIES

All inquiries concerning any part of this solicitation shall be made to [Kenneth Redmond](#) [REDACTED]

The Government Points of Contact (POCs) identified in this solicitation are to be contacted ONLY by prime contractors listed under this MACC contract. If any prime contractors listed under this MACC, plan to solicit or be solicited by sub-contractors, the listed prime contractors are reminded to **omit government POCs and government POC information** from the prime contractors' respective publications of the RFO or portions of the RFO, whether by company or public website, newspaper, ads, etc. Each prime contractor should provide its own POCs for such potential subcontractors, including the prime contractor's email address and phone number.

**All RFIs shall be submitted no later than 2:00 P.M., Pacific Standard Time (PST), on July 11, 2024 via email to [REDACTED]. Any RFIs submitted after the cutoff date may not receive a response.**

#### 6. SITE VISIT/CONFERENCE

A site visit was held on **May 8, 2024, Pacific Standard Time (PST), at 9:00 A.M.** at Hunters Point Naval Shipyard, San Francisco, California.

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**SECOND SITE VISIT**

A second site visit will be held on **9:00 a.m.** Pacific Standard Time (PST), at **June 27, 2024** A.M. at Hunters Point Naval Shipyard, San Francisco, California, see separate document with site visit instructions. The clauses 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

All prospective Offerors are advised that this solicitation will remain unchanged unless it is amended in writing by the Contracting Officer. However, if an amendment is issued, normal procedures relating to the acknowledgment and receipt of any such amendment will be applicable.

**7. OFFERS**

**Offer Due Date:** Offers must be submitted no later than:

**2:00 P.M., Pacific Standard Time (PST), on August 8, 2024**

All Offerors are invited to submit their offers. **Firms are required to notify the Contracting Officer in writing within 48 hours after receipt of this RFO if your firm does not plan to submit an offer and declines any further participation for this task order.**

**During the solicitation of the procurement, and at the request of the Government via an amendment, the contractor may be provided an opportunity to modify their price submission. If requested, any modification to the price submittal will be limited to price only, unless otherwise noted within the amendment.**

**ELECTRONIC OFFER SUBMISSIONS VIA PIEE SOLICITATION MODULE**

Your offer shall be submitted electronically using the Procurement Integrated Enterprise (PIEE) Solicitation Module at <https://piee.eb.mil/>.

**INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF OFFERS ARE PROVIDED BELOW:**

Offers shall be submitted electronically using the Department of Defense (DoD) Solicitation Module in the PIEE located at <https://piee.eb.mil/>.

Offerors are instructed to electronically submit their complete offer in two (2) separate files, formatted in Portable Document Format (PDF) with a .pdf file extension as follows:

**File #1:** Factor 1, Demolition Technical Solution  
Factor 2, Local Business Participation and Hiring

**File #2:** 1. Factor 3, Price:  
- Completed and signed Offer Schedule, with acknowledgement of amendments

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- Bid Bond (in the amount of 20% of the offer price or \$3,000,000, whichever is less)
- 2. Responsibility Determination Documentation
  - Current VETS-4212 registration
  - Project Labor Agreement (PLA)
  - Completed provision(s)\*

**ADDITIONAL INFORMATION REGARDING THE PIEE SOLICITATION MODULE:**

In order to submit an offer through the PIEE Solicitation Module, you must be registered as a Proposal Manager in the DoD PIEE Suite located at <https://piee.eb.mil/> . The PIEE Solicitation Module Vendor Registration Guide is provided as an attachment to the RFO.

The PIEE Solicitation Module is the only electronic commerce method authorized for the submission of offers in response to this solicitation. Submissions outside of the PIEE Solicitation Module will not be considered.

The PIEE Solicitation Module will record the date and time of offer submission. The date and time of offer submission recorded in the PIEE Solicitation Module shall govern the timeliness of any offer submission.

The maximum allowable file size for the PIEE Solicitation Module is 1.9GB.

**LATE SUBMISSIONS MAY NOT BE CONSIDERED.**

It is an Offeror's responsibility, when transmitting its offer electronically, to ensure the offer's timely delivery by transmitting the offer sufficiently in advance of the time set for receipt of offers to allow for timely receipt by the Government no later than the date and time stated in this RFO. Offerors shall allow adequate time to upload files, which may be slower for non-DoD users, and to avoid other technical difficulties that may be encountered. An Offeror risks the late receipt and rejection of an offer where it delays transmitting its offer until the last few minutes before the time set for receipt of offers. Offers that are received after the date and time stated in this RFO will not be considered except at the discretion of the Contracting Officer; the Contracting Officer reserves full discretion to accept any late offers at any time prior to award if it serves the best interest of the Government.

Offerors are responsible for submitting their offer in the format specified, consistent with requirements stated elsewhere in this solicitation. Offerors are asked to submit only the information/exhibits required. Page limits, if stipulated, must be adhered to. Files that cannot be opened, or are otherwise missing the required content are the responsibility of the Offeror.

**TECHNICAL ASSUMPTIONS/QUALIFIERS/CONDITIONS**

The intent of the Government is to minimize the risk of receiving technical offers that deviate from the minimum requirements of the RFO. While assumptions may be necessary in Design-Build projects, offers that explicitly deviate from the RFO requirements will be deemed unacceptable.

For example, if an Offeror makes assumptions as part of its offer such as: "We assume that no soil contamination is present on site since the project is CATExed" or "We assume that we can work uninterrupted for the entire period of performance", those are fair and acceptable assumptions since

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the offer does not deviate from the RFO requirements. However, if an Offeror qualifies its offer in such a way that deviates from the minimum requirements of the RFO such as: " As part of our bid we will provide tilt-up concrete walls instead of the RFO required CMU construction in order to provide the best value to the Government and stay in budget", that will be unacceptable since the offer will not meet the RFO requirements.

Accordingly, any qualifiers/conditions made by the Offeror in its offer that deviate from the RFO requirements will not be binding on the Government. The Offeror will not be entitled to any equitable adjustments based on qualifiers/conditions made by the Offeror in its offer, that deviate from the RFO requirements, and such offer may be ineligible for award.

## **8. DEFINITIONS**

Where “as shown,” “as indicated,” “as detailed,” or words of similar importance are used, it shall be understood that reference to the drawings accompanying this specification is made unless stated otherwise. Where “as directed,” “as required,” “as permitted,” “approved,” “acceptance,” or words of similar importance are used, it shall be understood that the direction, requirements, permission, approval, or acceptance of the Contracting Officer is intended unless stated otherwise. As used herein, “provided” shall be understood to mean “provided complete in place,” that is “furnished and installed.”

## **9. BASIS OF AWARD**

The intent of the Government is to evaluate and award offers in accordance with the fair opportunity processes permitted in FAR 16.5; this solicitation is not subject to the FAR 15.3 source selection process.

### **BEST VALUE TRADEOFF**

The Proposed Task Order will be awarded to the responsible Offeror with the offer determined to represent the best value—the offer most advantageous to the Government, price and other factors considered. To make a determination of Best Value, the Government shall evaluate each offeror on the non-price Technical Factor(s) and Price; when combined the non-price Technical Factors are approximately equal to Price in the Tradeoff.

### **RELATIVE IMPORTANCE OF EVALUATION FACTORS**

Factor 1: Demolition Technical Solution and Factor 2: Local Business Participation and Hiring, are of equal importance to each other, and when combined are approximately equal to Factor 3: Price.

### **EXCHANGES**

The Government intends to evaluate offers and award a task order without exchanges with Offerors, other than those conducted for the purpose of minor clarifications. However, the Government reserves the right to conduct exchanges if later determined by the Contracting Officer to be necessary. The Offeror should not assume that they would be contacted or afforded an opportunity to clarify, discuss,

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or revise their offers. Therefore, each initial offer should contain the Offeror’s best terms from a price standpoint. Offers that provide a proposal price greater than the CCL may be rejected.

**EVALUATION FACTORS**

**FACTOR 1: DEMOLITION TECHNICAL SOLUTION**

**(a) Solicitation Submittal Requirements:**

The Offeror shall provide a narrative to include the following:

1. Describe a Demolition Sequence of Tasks which includes all buildings;
2. Describe the process & logistics for the removal and disposal of materials, including but not limited to salvageable materials, construction debris, hazardous materials, and proposed disposal site location(s);
3. Describe proposed mitigations to reduce impacts to the surrounding community, including but not limited to dust control, visual impacts, noise reduction, and traffic control.

The narrative shall not exceed two (2) single-sided pages. Page size must be 8-1/2 by 11 inches and font size must be Times New Roman 10.

The Government will evaluate the Offeror's demolition technical solution to determine the extent to which the Offeror demonstrates an understanding of the Request for Offer requirements.

**(b) Basis of Evaluation:**

The Government will evaluate the technical solution of each Offeror against the technical solution of each of the other Offerors in addressing the submittal requirements.

Narratives that describe time efficient sequences including concurrent building demolition may be evaluated more favorably.

**FACTOR 2: LOCAL BUSINESS PARTICIPATION AND HIRING**

**(a) Solicitation Submittal Requirements:**

Provide a narrative, not to exceed two (2) single sided pages, page size must be 8-1/2 by 11 inches and font size must be Times New Roman 10, describing your approach to maximize the participation of Qualified Local Business(es) as the prime contractor and/or subcontractor and Residents. A “Local Business” is defined as a business with its home office located within the City of San Francisco. A Resident is defined as a person with a home residence located within the City of San Francisco. The narrative shall address the following:

1. Describe your firm’s outreach methods to identify and maximize the use of Local Business(es) as the prime and/or as subcontractors and Residents.
2. Identify at least two (2) planned Local Business contractors by name that will be used for this contract. If the Prime Contractor is a Local Business, it can be considered as one of the Planned



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Local Businesses. If the Local Businesses identified are planned subcontractors, identify the type of product/service to be subcontracted to each subcontractor. The Offeror shall submit a signed letter of commitment for each Local Business subcontractor identified. If the Offeror cannot identify two (2) planned Local Business subcontractors, provide a detailed explanation why.

3. Describe the methods your firm will use to replace a Local Business subcontractor during the life of the task order.

**(b) Basis of Evaluation:**

The Government will evaluate the Offeror's narrative to determine the extent to which the Offeror demonstrates a clear commitment to use Local Businesses as the prime and/or subcontractor(s) and Residents for this contract.

Narratives that identify more than the two (2) required Local Business contractors may be rated more favorably.

Narratives that demonstrate hiring and recruitment of Residents in the vicinity of Hunter's Point Naval Shipyard may be rated more favorably. For the purposes of this evaluation, the "vicinity of Hunter's Point Naval Shipyard" is defined as being located within zip codes 94107, 94124, and 94134.

Proposals that fail to identify at least two (2) planned Local Business contractors and do not provide an acceptable explanation may be rated less favorably.

Proposals that fail to provide letters of commitment for Local Businesses as subcontractors may be rated less favorably.

**FACTOR 3: PRICE**

**(a) Solicitation Submittal Requirements**

Price shall be submitted on the Offer Schedule included in the solicitation with a bid bond conforming to the requirements of the solicitation. Failure to submit a bid bond conforming to the requirements of the solicitation may result in an Offeror's offer being rejected as unacceptable.

The Price submittal shall be submitted in a separate file from the Technical submittal using the Department of Defense (DoD) Solicitation Module in the Procurement Integrated Enterprise Environment (PIEE) located at <https://piee.eb.mil/> by the time and date noted in the RFO, and shall include:

- 1) A signed Offer Schedule. A signed Offer Schedule. Offer Schedule must be completed in its entirety, including acknowledgement of all amendments, and signature of the Offeror.
- 2) A Bid Bond (in the amount of 20% of the offer price or \$3,000,000, whichever is less).

**(b) Basis of Evaluation**

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- 1) The Government will evaluate the price based on the cumulative price for all the Base Items. Offerors that provide a proposal price that is greater than the Construction Cost Limitation (CCL) may be rejected.

**The Construction Cost Limitation (CCL) for Base Items 0001-0007 is \$157,900,000**

- 2) Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:
  - Comparison of proposed prices received in response to the RFO
  - Comparison of proposed prices with the Government Estimate (GE)
  - Comparison of proposed prices with available historical information
  - Comparison of proposed prices with resources proposed
  - Information/reports obtained from DCAA or other outside agencies as required

Price analysis will include a determination of whether or not the Offeror's proposed pricing is fair and reasonable and within the limitation stated in the RFO. For pricing that is considered higher than what the Government may consider fair and reasonable, the Offeror shall provide clear supporting rationale in the price submittal. For example, if unique and innovative approaches are the basis for a higher priced offer, the nature of these approaches and their impact on price must be completely documented. The burden of proof of price reasonableness rests solely with the Offeror.

**RESPONSIBILITY DETERMINATION DOCUMENTATION**

The following documentation is a solicitation submittal requirement and shall be submitted within File #2 of the complete proposal:

- 1) Current VETS-4212 registration. Upon the successful submission of a VETS-4212 report, federal contractors will receive an email confirmation of receipt notification for their records. Offerors shall include a copy of their confirmation notification email in their proposal as verification of submission for the current reporting period. **DO NOT SUBMIT A COPY OF THE REPORT ITSELF.**
- 2) Project Labor Agreement (PLA). Executive Order 14063 mandates that Federal Government agencies require the use of PLAs for large-scale Federal construction projects (including orders under indefinite-delivery indefinite quantity (IDIQ) contracts) within the United States where the total estimated cost to the Government is \$35 million or more, unless an exception applies. Additionally, subcontractors are not required to sign the PLA prior to submission, but in accordance with FAR 52.222-33, the Offeror shall require its subcontractors to become a party to the resulting project labor agreement. FAR 22.502 defines a PLA as a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f). Reference provision 52.222-33, Notice of Requirement for Project Labor Agreement, and clause 52.222-34 Alternate II, Project Labor Agreement in section 16 of this RFO. Failure to provide a PLA, when required with the offer, will result in a proposal that is non-responsive and ineligible for contract award.

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- 3) Completed provision(s), representations, and certifications: 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021), 52.204-29 Federal Acquisition Supply Chain Security Act Orders – Representations (NOV 2023), 52.219-1 Small Business Program Representations (MAR 2023), 252.225–7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–Representation (JUN 2023), 252.226-7002 Representation for Demonstration Project for Contractors Employing Persons with Disabilities (DEC 2019), 252.232-7015 Performance-Based Payments-Representation (DEC 2022).

**10. BID BOND SUBMITTAL REQUIREMENTS**

SF 24 Bid Bond: The bidder shall furnish a bid guarantee. The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less (see FAR 52.228-1, Bid Guarantee).

Failure to submit a Bid Bond conforming to the requirements of the solicitation may result in an Offeror's offer being rejected as unacceptable.

**FAR 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

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**52.228-11 PLEDGES OF ASSETS (FEB 2021)**

(a)The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1)A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2)Standard Form 28, Affidavit of Individual Surety.

(b)The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding \$150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3)Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d)The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

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**11. NOTICE OF BONDING REQUIREMENTS**

Within 15 calendar days after receipt of award, the bidder/offeror to whom the award is made shall furnish the bonds required by FAR Clause 52.228-15 (JUN 2020).

Bidders/offerors are hereby notified that the contract time for purposes of fixing the completion date, default, and liquidated damages will be as stated in FAR Clause 52.211-10 Commencement, Prosecution, and Completion of Work, regardless of when performance and payment bonds or deposits in lieu of surety are executed.

**FAR 52.228-15 -- PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (JUN 2020)**

(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 valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(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 25A). 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,

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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 the Treasury,  
Financial Management,  
Service Surety Bond Branch,  
3700 East West Highway,  
Room 6 F01,  
Hyattsville, MD 20782.

Or via the internet at <http://www.fms.treas.gov/c570/>.

(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.

(End of Clause)

## **12. KICKOFF MEETING**

Prior to commencement of work under this task order, and within 15 calendar days after notice of award, contact the Facilities Engineering and Acquisition Division (FEAD) POC listed in the award letter to coordinate the kick-off meeting.

## **13. PRE-CONSTRUCTION MEETING**

Prior to commencement of work, a meeting will be held with the contractor and the government representative to discuss matters of mutual interest concerning the contract. The contractor shall contact the FEAD POC listed in the award letter to schedule this meeting.

## **14. BASE ACCESS/IDENTIFICATION BADGES**

Identification badges, if required, will be furnished based on the individual installation security procedures in addition to Defense Biometric Identification System (DBIDS). DBIDS is a DoD-owned and operated system developed by Defense Manpower Data Center as a force protection program to manage personnel identity and access at DoD installations. DBIDS is a network database system designed to easily verify access authorization of personnel entering military installations by using barcodes and fingerprint biometric identifications.

The Contractor is responsible for obtaining proper credentials, including participation in the DBIDS program. The Contractor must immediately report instances of lost or stolen badges to the Contracting Officer. Failure of contractor personnel to obtain entry approval will not affect the contract price or time of completion. All contractor personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual Task Order or Station requirements provided at the preconstruction conference. Contractor personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.

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**15. UTILITIES FOR CONSTRUCTION AND TESTING**

The Contractor shall be responsible for obtaining, either from available government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at its expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

**16. DESIGN-BUILD CONTRACT- INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN**

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.

**17. CONTRACT CLAUSES**

All contract clauses in the Basic Contract by reference or full text remain in effect unless superseded by this task order.

**THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:**

52.204-2 Security Requirements (MAR 2021)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

52.204-29 Federal Acquisition Supply Chain Security Act Orders – Representations (NOV 2023)

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- 52.204-30 Federal Acquisition Supply Chain Security Act Orders – Prohibition (NOV 2023)
- 52.219-1 Small Business Program Representations (SEP 2023)
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (FEB 2016)
- 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022)
- 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022)
- 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (JUN 2020)
- 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
- 52.245-1 Government Property (SEP 2021)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 252.204-7000 Disclosure of Information (OCT 2016)
- 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)
- 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (JAN 2023)
- 252.204-7012 Safeguarding Covered Defense Information And Cyber Incident Reporting (JAN 2023)
- 252.204-7016 Covered Defense Telecommunications Equipment or Services – Representations (DEVIATION 2024-00013 REVISION 1) (MAY 2024)
- 252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services – Representation (DEVIATION 2024-O0004) (NOV 2023)
- 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (DEVIATION 2024-O0004) (NOV 2023)
- 252.217-7027 Contract Definitization (MAY 2023)
- 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (JAN 2023)
- 252.225-7055 Representation Regarding Business Operations with the Maduro Regime (MAY 2022)
- 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)
- 252.225-7057 Preaward Disclosure of Individuals Who Work in the People’s Republic of China (AUG 2022)



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252.225-7058 Post award Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023)

252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-- Certification (JUN 2023)

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023)

252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations (JAN 2023)

252.239-7098, Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation (DEVIATION 2021-00003) (APR 2021)

252.245-7005 Management and Reporting of Government Property (JAN 2024)

252.251-7000 Ordering From Government Supply Sources (AUG 2012)

**THE FOLLOWING CLAUSES ARE INCORPORATED BY FULL TEXT:**

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

The Contractor shall be required to (a) commence work under this contract within **15** calendar days after Task Order award date, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **873 calendar days** after Task Order award date. The time stated for completion shall include final cleanup of the premises.

(End of clause)

**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 **\$14,470** 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 continue to 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 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

Any contract awarded as a result of this solicitation will be DO-C2 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and

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Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

**FAR 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (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 covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
<b>25.6%</b>	<b>6.9%</b>

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.

(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;

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- (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 **San Francisco**.

(End of Provision)

**52.222-34 PROJECT LABOR AGREEMENT, ALTERNATE II (JAN 2024)**

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

*Construction* means construction, reconstruction, rehabilitation, modernization, alteration, conversion, extension, repair, or improvement of buildings, structures, highways, or other real property.

*Labor organization* means a labor organization as defined in [29 U.S.C. 152\(5\)](#) of which building and construction employees are members.

***Large-scale construction project* means a Federal construction project within the United States for which the total estimated cost of the construction contract(s) to the Federal Government is \$35 million or more.**

*Project labor agreement* means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in [29 U. S.C.158\(f\)](#).

**(b) When notified by the agency ( e.g., by the notice of intent to place an order under [16.505\(b\)\(1\)](#)) that this order will use a project labor agreement, the Contractor shall negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the order. The Contracting Officer shall require that an executed copy of the project labor agreement be submitted to the agency—**

- (1) With the order offer;
  - (2) Prior to award of the order; or
  - (3) After award of the order.
- (c) The project labor agreement reached pursuant to this clause shall—
- (1) Bind the Contractor and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

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(2) Allow all contractors and subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this clause does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The Contractor shall maintain in a current status throughout the life of the order any project labor agreement entered into pursuant to this clause.

(f) *Subcontracts*. For each order that uses a project labor agreement, the Contractor shall—

(1) Require subcontractors engaged in construction on the construction project to agree to any project labor agreement negotiated by the prime contractor pursuant to this clause; and

(2) Include the substance of paragraphs (d) through (f) of this clause in subcontracts with subcontractors engaged in construction on the construction project.

(End of clause)

**52.225-11 BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEC 2022)**

(a) *Definitions*. As used in this clause—

*Caribbean Basin country construction material* means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

*Commercially available off-the-shelf (COTS) item*—

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

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(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into a construction material.

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies.

However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components* means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR [25.105](#).

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR [25.105](#).

*Designated country* means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

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(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

*Designated country construction material* means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

*Domestic construction material* means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign construction material* means a construction material other than a domestic construction material.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Free Trade Agreement country construction material* means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

*Least developed country construction material* means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

*United States* means the 50 States, the District of Columbia, and outlying areas.

*WTO GPA country construction material* means a construction material that-

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

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(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C.1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

**None**

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

*(A) For domestic construction material that is not a critical item or does not contain critical components.*

*(1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;*

*(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.*

*(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.*

*(B) For domestic construction material that is a critical item or contains critical components.*

*(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the*



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*additional preference factor identified for the critical item or construction material containing critical components listed at FAR [25.105](#).*

*(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.*

*(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.*

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

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(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	—	—	—
Domestic construction material	—	—	—
Item1			
Foreign construction material	—	—	—
Domestic construction material	—	—	—

[\* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*]

[ *List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*  ]

[ *Include other applicable supporting information.*  ]

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(End of clause)

**FAR 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American-Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

**DFARS 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS  
(MAR 2022)**

*(a) Definitions.*

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

*(b) Requirement.* In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171> .

*(c) Procedures.*

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) () for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to for posting to SPRS in the format identified in paragraph (d) of this provision.

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(d) *Summary level scores.* Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

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(2) *Medium and High Assessments*. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility*.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User’s Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as “Controlled Unclassified Information (CUI)” and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

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**DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (JAN 2023)**

(a) *Definitions.*

“Basic Assessment” means a contractor’s self-assessment of the contractor’s implementation of NIST SP 800-171 that—

- (1) Is based on the Contractor’s review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

“High Assessment” means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that—

- (1) Consists of—
  - (i) A review of a contractor’s Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor’s system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor’s system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of “High” in the resulting score.

“Medium Assessment” means an assessment conducted by the Government that—

- (1) Consists of—
  - (i) A review of a contractor’s Basic Assessment;
  - (ii) A thorough document review; and
  - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

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(2) Results in a confidence level of “Medium” in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171> , if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) () to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.



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(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) *Rebuttals.*

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the

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summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

*(f) Accessibility.*

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at .

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

*(g) Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services (excluding commercially available off-the-shelf).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171> , for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to <mailto:webptsmh@navy.mil> for posting to SPRS along with the information required by paragraph (d) of this clause.

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(End of Clause)

**DFARS 252.216–7010 POSTAWARD DEBRIEFINGS FOR TASK ORDERS AND  
DELIVERY ORDERS (DEC 2022)**

(a) Postaward debriefing.

(1) Upon timely request, the Government will provide a written or oral postaward debriefing for task orders or delivery orders valued at \$10 million or more to the Contractor, regardless of whether the Contractor's offer for the task order or delivery order was successful or unsuccessful, while protecting the confidential and proprietary information of other contractors. The request is considered timely if received within 3 days of notification of task order or delivery order award.

(2) If a required postaward debriefing is provided—

(i) The debriefed Contractor may submit additional written questions related to the required and provided debriefing within 2 business days after the date of the debriefing;

(ii) The agency will respond in writing to timely submitted additional questions within 5 business days after receipt; and

(iii) The postaward debriefing will not be considered to be concluded until the later of—

(A) The date that the postaward debriefing is delivered, orally or in writing; or

(B) If additional written questions related to the debriefing are timely received, the date the agency delivers its written response.

(b) Task order or delivery order performance . The Government may suspend performance of or terminate the awarded task order or delivery order upon notice from the Government Accountability Office of a protest filed within the time periods listed in paragraphs (b)(1) through (3) of this clause, whichever is later:

(1) Within 10 days after the date a task order or delivery order is issued, where the value exceeds \$25 million (10 U.S.C. 3406(e)).

(2) Within 5 days after a debriefing date offered to the protestor under a timely debriefing request in accordance with Federal Acquisition Regulation (FAR) 15.506 unless an earlier debriefing date is negotiated as a result.

(3) Within 5 days after a postaward debriefing under FAR 15.506 is concluded in accordance with Defense Federal Acquisition Regulation Supplement 215.506-70 (b). (End of clause)

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**DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)**

\*\*\*Will be completed at award\*\*\*

(End of Clause)

**18. STANDARD PAYMENT INSTRUCTIONS**

DFARS PGI 204-7108(b)(2) Payment Instructions: The standard payment instructions identified in the following link are applicable to this task order:

[https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_hm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions)

**19. AUTHORITY**

- 1) No person other than the Contracting Officer has authority to bind the Government with respect to this contract.
- 2) No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.
- 3) In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:
  - (a) An understanding or agreement between the Contractor and anyone other than the Contracting Officer;
  - (b) A purported modification or change order issued by anyone other than the Contracting Officer;
  - (c) A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or
  - (d) An order, direction, consent, or permission from anyone other than the Contracting Officer to:
    - (i) Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
    - (ii) Expend hours in excess of a specified level of effort.

**20. THE FOLLOWING DEPARTMENT OF LABOR WAGE DETERMINATION APPLIES TO THIS SOLICITATION**

Wage Determination: General Decision Number: CA20240018 05/246/2024

Superseded General Decision Number: CA20230018

For Construction State: California

Construction Type: Building, Heavy (Heavy and Dredging) and Highway

Counties: San Francisco

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