	Amendment 0001 to 89303322REM000112								
RFP Section Reference	Final RFP Posting	Amendment 0001 Posting							
SF33		Proposal due date changed from 6/26/2023 to 7/10/2023.							
H.20(a)	(a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi annually.	(a) On a Task Order basis, the Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi annually for the duration of the Task Order period of performance.							
H.21	(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 30 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.	(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.							
H.33(c)(1)	(1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$500,000 for each and every such occurrence. A change to a key person "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.	(1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within [duration determined at the Task Order level] years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$50,000 for each and every such occurrence. A change to a key person "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.							
I.190	DEAR 952.204-2 Security Requirements (AUG 2016)	Clause removed, marked [Reserved]							
I.191	DEAR 952.204-70 Classification/Declassification (SEP1997)	Clause removed, marked [Reserved]							
K.6	K.6 Certification Regarding Facility Clearance - Foreign Ownership, Control or Influence Information Please check, as appropriate:	Section removed from Master IDIQ, and Section K renumbered.							

	[] Submitted Commercial and Government Entity code or facility code if cleared. [] Documentation granting Offeror's subcontractor(s) and/or joint venture facility clearance is attached. [] Draft FOCI Mitigation Plan, if applicable, is attached. [] Facility Clearance request documentation including the following information has been submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at https://foci.anl.gov/ for Offeror, subcontractor(s) and/or joint venture if not currently cleared: [] The Standard Form 328 has been signed and dated by an authorized official of the company and the original has been sent to the appropriate FOCI Office. [] If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached. [] A copy of the company's articles of incorporation and an attested copy of the company's existence and management, and all amendments to those documents. [] A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances.	
L.5(a)(2)	(2) Teaming Subcontractor. A "Teaming Subcontractor" is any subcontractor that will perform work on the Task Order that is incorporated into the Offeror's Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team's Technical and Management Proposal or ability to meet delivery requirements within the ETEC Task Order Performance Work Statement. Teaming Subcontractors are evaluated consistent with the terms of this	(2) Teaming Subcontractor. A "Teaming Subcontractor" is any subcontractor that will perform work on the Task Order that is incorporated into the Offeror's Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team's Technical and Management Proposal or ability to meet delivery requirements within the Master IDIQ PWS. Teaming Subcontractors are evaluated consistent with the terms of this solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.

	solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.	
L.6(b)(1)(i)	Section B of the ETEC Task Order: (i) Section L, Attachment L-8.B.2(a), Table B-1 ETEC Task Order B.2	Section B of the ETEC Task Order: (i) Section L, Attachment L-8.B.2(a), Table B-1
L.6(b)(2)(iv)(a)	DOE-H-2070, Key Personnel - Alternate I (Oct 2014) (Revised) (iv) Section L, Attachment L-8.H.33 Table H-1, Key Personnel	(iv) DOE-H-2070, Key Personnel - Alternate I (Oct 2014) (Revised) a. Section L, Attachment L-8.H.33(a), Table H-1, Key Personnel
L.6(b)(4)	(4) Task Fill Ins (i) Section L, Attachment L-8.B.2(a), Table B-1 (ii) Section L, Attachment L-8 H.33(a), Table H-1 Key Personnel	Section deleted, fill-ins listed in sections above.
L.6(k)	The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K.9, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision.	The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K.8, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision.
L.6(m)(2)	(iv) If no such individual participated in the Offeror's written and/or oral proposal development, the Offeror shall respond stating such.	(iii) If no such individual participated in the Offeror's written and/or oral proposal development, the Offeror shall respond stating such.

L.7	DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14)	DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14) This instruction applies to Section L, Attachment L-8, Task Order 1 EMETEC Site ONLY (Per Master and TO 1 PWS C.2.5, Safeguards and Security).					
L.9, L.11		Section numbering for Past Performance factor and Key Personnel factor switched to align with relative importance of factors. Past Performance is moved from L.11 to L.9, and Key Personnel is moved from L.9 to L.11.					
L.9	FACTOR 1: PAST PERFORMANCE (The Past Performance subsection shall be limited to the Attachment L-3, Past Performance Reference Information Form, which are limited to up to four (4) pages per reference contract/project, the Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee, Profit, or Other Incentive Actions, Attachment L-7, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limitations. The completed Attachments L-3, L-5, and L-7 shall be included in the Offeror's Volume II, Factor 3: Past Performance.)	FACTOR 1: PAST PERFORMANCE (The Past Performance subsection shall be limited to the Attachment L-3, Past Performance Reference Information Form, which are limited to up to four (4) pages per reference contract/project, the Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee, Profit, or Other Incentive Actions, Attachment L-7, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limitations. The completed Attachments L-3, L-5, and L-7 shall be included in the Offeror's Volume II, Factor 1: Past Performance.)					
L.9(a)(2)	(2) Attachment L-3, Past Performance Reference Information Form, is limited to four (4) pages per reference contract/project. Information pertaining to Factor 2– Past Performance shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting past performance that is submitted in addition to Attachment L-3.	(2) Attachment L-3, Past Performance Reference Information Form, is limited to four (4) pages per reference contract/project. Information pertaining to Factor 1– Past Performance shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting past performance that is submitted in addition to Attachment L-3.					

L.11(a) Factor 3: Key Personnel (The Key Personnel section shall be submitted in response to the Energy Technology Engineering Center (ETEC) Task Order at Section L Attachment L-8 and shall not exceed 5 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.) Offerors shall include the following information in the

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel:

(a) Key personnel. The Offeror shall propose key personnel for the three (3) required positions of Program Manager, Regulatory Affairs Manager, and Environment, Safety, Health, and Quality Assurance (ESH&QA) Manager. Only one individual may be proposed for each this key personnel position.

The Offeror shall not provide names or qualifications of any non key personnel.

- (1) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors.
- (2) The Offeror shall confirm the availability of the key personnel as being full time assigned to the contract and that their permanent duty station is located in the local surrounding area of ETEC.

Failure of the Offeror to propose the required key personnel position(s), or to confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

Factor 3: Key Personnel

(The Key Personnel section shall be submitted in response to the Energy Technology Engineering Center (ETEC) Task Order at Section L

Attachment L-8 and shall consist of a resume and letter of commitment. The key personnel resume is limited to four pages.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel:

(a) Key personnel. The Offeror shall propose key personnel for the Program Manager position. Only one individual may be proposed for this key personnel position.

The Offeror shall not provide names or qualifications of any non key personnel.

- (1) The Offeror shall identify the organization that will employ each of the key personnel during performance of the task order, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors.
- (2) The Offeror shall confirm the availability of the key personnel as being full time assigned to the task order and that their permanent duty station is located in the local surrounding area of ETEC.

Failure of the Offeror to propose the required key personnel position(s), or to confirm the availability of the key personnel as being full-time assigned to the task order and that their permanent duty station is located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

L.11(b)(i)	(i) Experience: DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and experience related to the position, and accomplishments. The resume should clearly state whether past experience was at the work site location or supporting the work site location from an offsite location such as regional or headquarters for each period of employment. The Program Manager resume should demonstrate baseline performance, including schedule management, completing work within or under budget, and the ability to recover schedule variance. The Regulatory Affairs Manager and ESH&QA Manager resumes should demonstrate work performance in a highly regulated work environment;	(i) Experience: DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and experience related to the position, and accomplishments. The resume should clearly state whether past experience was at the work site location or supporting the work site location from an offsite location such as regional or headquarters for each period of employment. The Program Manager resume should demonstrate baseline performance, including schedule management, completing work within or under budget, and the ability to recover schedule variance. The Regulatory Affairs Manager and ESH&QA Manager resumes should demonstrate work performance in a highly regulated work environment;
L.11(c)	A letter of commitment shall be submitted for each the individual proposed as a key person. Each The key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed is issued for a period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows: "I hereby certify that the resume submitted as part of the proposal is true and correct, and (insert name of individual proposed) will accept the proposed position of (insert name of Offeror) receives the award and will perform in the proposed position for minimum of three years (consistent with DOE-H-2070) beginning on the date the Notice to Proceed is issued for the Transition Period of the ETEC Task Order. I also hereby certify that I will be assigned full-time to the contract task order and my permanent duty station will be located within the local surrounding area of ETEC.	A letter of commitment shall be submitted for each the individual proposed as a key person. Each The key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed is issued for a period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows: "I hereby certify that the resume submitted as part of the proposal is true and correct, and (insert name of individual proposed) will accept the proposed position of (insert name of Offeror) receives the award and will perform in the proposed position for minimum of thirty-two (32) months (consistent with DOE-H-2070) beginning on the date the Notice to Proceed is issued for the Transition Period of the ETEC Task Order. I also hereby certify that I will be assigned full-time to the contract task order. and my permanent duty station will be located within the local surrounding area of ETEC.

L.13	All Offers required by this solicitation are due no later than TBD. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.	All Offers required by this solicitation are due no later than July 10, 2023, at 1700 Eastern. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.
M.2, M.4		Section numbering for Past Performance factor and Key Personnel factor switched to align with relative importance of factors. Past Performance is moved from M.4 to M.2, and Key Personnel is moved from M.2 to M.4.
M.2(d)	(d) Work to be performed. DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1) and any Teaming Subcontractors, in accordance with the work each entity is proposed to perform to cover the work scope described in the ETEC PWS. Each reference contract will be evaluated for relevancy in terms of size, scope, and complexity. The resulting rating may consider whether the Offeror's team as a whole (including Teaming Subcontractors) have demonstrated relevancy to all PWS requirements.	(d) Work to be performed. DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1) and any Teaming Subcontractors, in accordance with the work each entity is proposed to perform to cover the work scope described in the ETEC PWS. Each reference contract will be evaluated for relevancy in terms of size, scope, and complexity. The resulting rating may consider whether the Offeror's team as a whole (including Teaming Subcontractors) have demonstrated relevancy to all ETEC PWS requirements.
M.4(a)	(a) Key Personnel. DOE will evaluate the proposed Program Manager, Regulatory Affairs Manager, and Environment, Safety, Health and Quality Assurance (ESH&QA) Manager. DOE's evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel. Failure of the Offeror to propose the required key personnel position(s), or to confirm the availability of all key personnel as being assigned to the contract full-time and that their permanent duty station is located in the local surrounding area of ETEC will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award. Additionally, failure of the Offeror to provide a letter of commitment for each key personnel will adversely affect the Government's evaluation of the proposal.	(a) Key Personnel. DOE will evaluate the proposed Program Manager only. No additional Key Personnel are required, and no additional non-required Key Personnel shall be listed in the proposal. Failure of the Offeror to propose the required key personnel position(s), or to confirm the availability of the key personnel as being assigned to the task order full-time and that their permanent duty station is located in the local surrounding area of ETEC will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award. Additionally, failure of the Offeror to provide a letter of commitment for the key personnel will adversely affect the Government's evaluation of the proposal.

M.4(b)(1) Attachment L-3	Experience. The key personnel individually will be evaluated on their DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and experience related to the position, and accomplishments. DOE will evaluate whether past experience was at the work site location or supporting the work site location from an offsite location such as regional or headquarters for each period of employment. DOE's evaluation of the Program Manager's resume will include consideration of demonstrated work on baseline performance, including schedule management, completing work within or under budget, and the ability to recover schedule variance. DOE's evaluation of the Regulatory Affairs Manager's resume and the ESH&QA Manager's resume will include consideration of demonstrated work performance in a highly regulated work environment. 1. Name and UEI # of Entity Reference Contract Was Awarded To: (if the Entity was made up of member	Experience. The key personnel individually will be evaluated on their DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and experience related to the position, and accomplishments. DOE will evaluate whether past experience was at the work site location or supporting the work site location from an offsite location such as regional or headquarters for each period of employment. DOE's evaluation of the Program Manager's resume will include consideration of demonstrated work on baseline performance, including schedule management, completing work within or under budget, and the ability to recover schedule variance. DOE's evaluation of the Regulatory Affairs Manager's resume and the ESH&QA Manager's resume will include consideration of demonstrated work performance in a highly regulated work environment.				
Attachment L-8,	companies, provide the applicable member company's name and DUNS # as well) 5. The Contractor shall provide a certification that it has	member company's name and UEI # as well) 5. The Contractor shall provide a certification that it has reviewed, accepted				
C.1.1(5)	reviewed, accepted or intends to revise, as necessary, and has taken ownership of all plans and procedures within 45 days of Notice to Proceed.	or intends to revise, as necessary, and has taken ownership of all plans and procedures within 45 days of Notice to Proceed.				
	a. The following documents are required to be completed and approved by DOE by the end of Transition:	a. The following documents are required to be completed and approved by DOE by the end of Transition:				
	 Within ten (10) days after NTP 1. Blue-Sheeting Strategy 2. C.2.4 Integrated Safety Management System (ISMS) 	Within seven (7) days after NTP C.1.1 Transition Plan				
	Description	• Within ten (10) days after NTP				
	• Within fifteen (15) days after NTP 1. C.1.1 Transition Plan	Blue-Sheeting Strategy C.2.4 Integrated Safety Management System (ISMS) Description				
	2. Section H, DOE-H-2035 Organizational Conflict of Interest Management Plan	• Within fifteen (15) days after NTP				

			1. Se Plan	ction H, DOE-H-20	035 Organizational Conflict of Interest Management			
Attachment L-8, C.2.4.4 Quality Assurance	C.2.4.4 of the Master The Contractor shall. Submit an to the commencement		This section provides additional requirements to Section C.2.4.4 of the Master IDIQ Contract. The Contractor shall: 1. Submit an updated QAP plan to DOE for review and approval 90 of prior to the commencement of D&D activities or whenever a significant change or addition to the QA program is made					
Attachment L-8, H.33		clause DEAR 952.215-70 entitled, <i>Key</i> personnel for this Task Order are able H-1):	(a) Pursuant to the clause DEAR 952.215-70 entitled, Key Personnel, the key personnel for this Task Order are identified below (Table H-1):					
	Table H-1: Key Pe			Name	Position			
	Name	Position		[Offeror Fill-In]	Program Manager			
	[Offeror Fill-In] [Offeror Fill-In] (as applicable) [Offeror Fill-In] (as applicable) [Offeror Fill-In] (as applicable)	Program Manager Regulatory Affairs Manager Environment, Safety, Health, and Quality Assurance (ESH&QA) Manager [Offeror Fill-In] (as applicable)	Any Perso (c)(2 (1) I Mano of be perm chan	key person changer onnel" above shall be below respective Notwithstanding the ager is removed, re- sing placed in the person be- tanently reduced by ge to a key person be-	tions for changes to Key Personnel. Is according to the definition for "Changes to Key be subject to reduction of fee according to (c)(1) or to the key position vacated. The approval by the CO, any time the Program replaced, or diverted within the thirty-two (32) months osition, the earned fee under the Contract may be by \$50,000 for each and every such occurrence. A "Beyond the Contractor's Control" shall not result in of fee under this subsection.			

Attachment L-8, Section J, Attachment J-3					SCA and Davis	Bacon Wage Do	eterminatio	ons added to) L-3	
Attachment L-8, Section J, Attachment J-4	Updated Quality Assurance Program (QAP)	C.2.4.4	90 days prior to the commencement of D&D activities	Approve	Updated Quality Assurance Program (QAP) Plan	C.2.4.4	D&D ac whenever change of	prior to the cement of tivities, or or a significa- or addition to program is	ant	
Attachment L-8, Section J, Attachment J-4					Contractor Community Commitment Plan	Section H, DO 2045 Contracto Community Commitment (0 2014) (Revised	or Oct	Within 30 days after NTP	Approve	

Attachment L-8, Section J, Attachment J-4	Salary- Wage Increase Expendi ture Report	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	Section H, DOE-H-2001 Employee Compensation Pay and Benefits	Information	Salary- Wage Increase Expenditu re Report		yee Co	OE-H-2001 ompensation: efits	30 day after the end of Compe on Inci Plan Y	the ensati	Information
Attachment L-8, Section J, Attachment J-4	Workplac Substance Abuse Pla	350.1,	Before the end of TO Implementation Period and when revised.	n Appro ve	Workplace Substance Abuse Plan	350	DE O 0.1, g 7	Within 30 day NTP and when revised.		Appro ve	
Attachment L-8, Section J, Attachment J-7					Approximat	e square	footag	e of 7500 added	l for RM	IHF yar	d asphalt.