

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 12/16/2020	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	7. ADMINISTERED BY (If other than Item 6) NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 05115
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. 89233220RNA000002	
		x 9B. DATED (SEE ITEM 11) 11/09/2020	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Period of Performance: 06/01/2021 to 09/30/2026

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lance P. Nyman
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 12/16/2020

Previous edition unusable

**Request for Proposal (RFP) No. 89233220RNA000002
Amendment 0001**

- A. NNSA hereby amends the subject RFP. The following sections of the RFP are amended. For the convenience of Offerors, NNSA has utilized **RED** text for **additions** and **deletions** (red strikethrough for deletions) to describe the changes. However, the RFP Amendment 0001 documents attached hereto, as listed in paragraph B below, are controlling.

RFP No. 89233220RNA000002 Cover Page

- The RFP Cover Page, Standard Form (SF) 33, released on November 11, 2020 is hereby revised to include Item 10 *For Information Call*: Blocks A-C, and Item 11 *Table of Contents* Section Blocks A-M. Offerors shall utilize this copy of the initial RFP Cover Page to sign and return with their proposal as instructed under Section L-9, *Proposal Preparation Instructions – Volume I, The Offer* (b).

Section B-H - Part I Schedule

- Section B-3, *Contract Fee Structures*. The following language is appended to the end of subparagraph (e)(3):

“Firm Fixed Price Sub-CLIN(s): The Contractor may draw down on the special financial institution account (i.e. “Letter of Credit”) for allowable costs in accordance with DEAR clause 970.5232-2 (Payments and Advances (DEC 2000) Alternate II (DEC 2000) Alternate III (DEC 2000) (NNSA Class Deviation OCT 2011)) as costs are incurred up to the total FFP established for the completion of a FFP Sub-CLIN. In the event that incurred costs (plus Fee, if applicable) are less than the total FFP at project completion, the Contractor may drawdown the remaining funds up to the total FFP. In the event that the incurred costs (plus Fee, if applicable) exceed the total FFP, the Contractor shall use its own funds for the remaining costs of the project, and the Contractor shall not be authorized to draw down amounts which exceed the FFP. If the Contractor draws down amounts exceeding the FFP, it shall repay DOE/NNSA those amounts within 30 calendar days of receipt of notification from NNSA or within 30 calendar days of the Contractor’s discovery of the overpayment (whichever is sooner). If the overpayment is not reimbursed to DOE/NNSA within 30 calendar days, the overpayment shall be subject to collection in accordance with FAR Subpart 32.6.”

- Section F-7, *Deliverables During Transition*. Subparagraph (b)(2) is amended to read as follows:

The Contractor shall separately identify and provide a total summary of the annual compensation costs of the Contractor’s proposed Key Personnel for the first year of the Base Term. Costs shall include annual base salaries, ~~and applicable bonuses, incentive pay~~, fringe benefits, and other Key Personnel compensation. For each of the Key Personnel proposed, identify the individual’s position, name, current annual salary, and basis for determining the proposed annual salary. Separately identify and describe the basis of estimate for applicable fringe benefits, incentive pay, bonuses, and any other forms of Key Personnel compensation.

Provide narrative support sufficient to explain the development and reasonableness of the proposed compensation costs.

- Section G-8, *Invoicing for Transition Price*. Subparagraph (b) is amended to read as follows:

The Contractor shall bill 1/4 of the firm fixed price for the transition period monthly, **in arrears**.

- Section H-1, *Continuation of Predecessor Contractor's Obligations and Transfer of Obligations to Successor Contractor*. Subparagraphs (a) and (c) are amended to read as follows:

(a) Existing contractual agreements and regulatory obligations entered into under Contract No. DE-NA0001942 will continue during performance of this contract. **Immediately after award, the Contractor shall enter good faith negotiations with the predecessor contractor and the Contracting Officer to execute a tri-party agreement that transfers, assigns, and/or identifies responsibilities for existing obligations. Absent agreement to the contrary (via the tri-party agreement),** ~~T~~the Contractor shall assume all existing contractual, commercial, regulatory, and other similar obligations incurred under the predecessor Contract, and shall be fully responsible and accountable under this Contract for the performance of such obligations. Examples of existing obligations include, but are not limited to:

(c) The Contractor agrees that all obligations entered into under this Contract shall be transferrable and assignable to the successor contractor as directed by the Contracting Officer. **The Contractor shall enter good faith negotiations with any successor contractor and the Contracting Officer to execute a tri-party agreement that transfers, assigns, and/or identifies responsibilities for existing obligations.** If, at the completion or termination of this Contract, the Contracting Officer does not direct the Contractor to transfer or assign ~~such~~ **any** obligation(s) to the successor contractor, the Contractor shall be liable, responsible, and accountable for closing out and liquidating such obligations, or for taking such other action as the Contracting Officer may direct. The Contractor shall remain liable to the Government and responsible for any unallowable costs which it incurred, or caused to be incurred, in performance of this contract, regardless of whether they arise out of, or relate to, any obligations transferred or assigned to the successor contractor or to another entity.

- Section H-18, *Construction Projects*. Subparagraph (b) is amended to read as follows:

The Construction Contracting Officer (CCO) may, in their sole discretion, direct the Contractor to manage and/or perform Capital Construction Projects, or any portion thereof, under CLIN **0002 and** 0004 as they arise. The Contractor agrees to enter into good-faith negotiations with the Government to establish mutually agreeable terms and conditions that will apply to each Capital Construction Project. However, if the Parties cannot reach mutual agreement, the Construction Contracting Officer may (1) withdraw the direction to manage and/or perform a particular Capital Construction Project or, (2) direct the Contractor to proceed with the management and/or performance of the Capital Construction Project in accordance with specified terms and conditions via a unilateral contract modification. If the Parties are unable to

agree on an equitable adjustment, the matter shall be treated as a dispute under the Disputes Clause of this Contract and the Contractor shall diligently proceed with the performance or management of the Capital Construction Project pending the final outcome of the dispute.

- Section H-27, *Advance Understanding Regarding Additional Items of Allowable and Unallowable Costs and Other Matters*. Subparagraph (b)(6) is amended to read as follows:

Key Personnel Bonuses **and Incentive Pay**.

- In accordance with NNSA Policy Flash dated November 2020, Clause H-31 *Combating Race and Sex Stereotyping* is hereby deleted in its entirety and updated as H-31 *Combating Race and Sex Stereotyping (DEVIATION)(NOV 2020)* along with corresponding table of contents reference as follows:

~~H-31 COMBATING RACE AND SEX STEROTYPING~~

~~During the performance of this contract, the contractor agrees as follows:~~

- ~~(a) The contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that (1) one race or sex is inherently superior to another race or sex; (2) an individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously; (3) an individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex; (4) members of one race or sex cannot and should not attempt to treat others without respect to race or sex; (5) an individual's moral character is necessarily determined by his or her race or sex; (6) an individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex; (7) any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or (8) meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race. The term "race or sex stereotyping" means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex, and the term "race or sex scapegoating" means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.~~
- ~~(b) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under the Executive Order of September 22, 2020, entitled Combating Race and Sex Stereotyping, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~
- ~~(c) In the event of the contractor's noncompliance with the requirements of paragraphs (a), (b), and (d), or with any rules, regulations, or orders that may be promulgated in accordance with the Executive Order of September 22, 2020, this contract may be canceled,~~

~~terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided by any rules, regulations, or orders the Secretary of Labor has issued or adopted pursuant to Executive Order 11246, including subpart D of that order.~~

~~(d) The contractor will include the provisions of paragraphs (a) through (d) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.~~

H-31 COMBATING RACE AND SEX STEREOTYPING (DEVIATION)(NOV 2020)

(a) Definitions. As used in this clause—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex.

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

(b) Exemptions. The exemptions that apply to Executive Order (E.O.) 11246 also apply to E.O. 13950. See FAR 22.807.

(c) Compliance with E. O. 13950, Combating Race and Sex Stereotyping. Unless exempted under paragraph (b) of this clause, the Contractor shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual’s moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or

(8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

- (d) Notice. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice provided below advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

NOTICE

E.O. 13950, Combating Race and Sex Stereotyping Employers Holding Federal Contracts or Subcontracts

Contractors shall not use any workplace training that inculcates in its employees any form of race or sex stereotyping or any form of race or sex scapegoating, including the following concepts that—

- (1) One race or sex is inherently superior to another race or sex;
- (2) An individual, by virtue of his or her race or sex, is inherently racist, sexist, or oppressive, whether consciously or unconsciously;
- (3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex;
- (4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex;
- (5) An individual's moral character is necessarily determined by his or her race or sex;
- (6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex;
- (7) Any individual should feel discomfort, guilt, anguish, or any other form of psychological distress on account of his or her race or sex; or
- (8) Meritocracy or traits such as a hard work ethic are racist or sexist, or were created by a particular race to oppress another race.

For use in this notice, the terms—

“Race or sex scapegoating” means assigning fault, blame, or bias to a race or sex, or to members of a race or sex because of their race or sex; and

“Race or sex stereotyping” means ascribing character traits, values, moral and ethical codes, privileges, status, or beliefs to a race or sex, or to an individual because of his or her race or sex.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under this notice should immediately contact the Office of Federal Contract Compliance Programs (OFCCP) Complaint Hotline to Combat Race and Sex Stereotyping at 202-343-2008 or via email at OFCCPComplaintHotline@dol.gov.

(End of notice)

- (e) Noncompliance. If the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in E. O. 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in E. O. 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246 and E.O. 13950, as amended, so that these terms and conditions of this clause will be binding upon each subcontractor.
- (2) The Contractor shall take such action with respect to any subcontract as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(End of clause)

Sec J Appendix A - Statement of Work (SOW)

- Chapter V, *Current Project Status*. The portion of Section 1.0 applicable to the High Explosive Synthesis Formulation and Production (HESFP) Facility is amended to read as follows:

High Explosive Synthesis Formulation & Production (HESFP) Facility – The project plan includes construction of four buildings totaling approximately 76,300 square feet with associated weather-proofed ramps. These structures will replace the aging facilities in Zone 11 and 12 that support HE manufacturing mission at the site.

- HESFP Main Building: HE synthesis and HE formulation production to create small batches of HE material.
- Blending Building: Large scale blending (minimum 5000 pounds per batch). The Blending Building was designed as a separate structure distanced from the other structures to meet explosive safety requirements.
- Magazine Building: The Magazine Building includes an HE packaging bay and five HE material storage bays. The magazine exhibits a storage capacity of 25,000 pounds of HE material.
- The scope of this project includes design and relocation of utilities out of the buildings and ramps planned for demolition.

~~The HESFP project is divided into two subprojects:~~

~~**New Facility Subproject:** The New Facility subproject covers all scope of the project, with the exception of the D&D of the existing facilities. This includes planning, design and construction of the new facility, access road and perimeter.~~

~~**D&D Subproject:** The D&D subproject will complete D&D of equivalent square footage of the New Facility subproject. This includes design and relocation of utilities out of the buildings and ramps planned for demolition.~~

Sec L - Instructions, Conditions, and Notices to Offeror

- Section L-8, *Proposal Preparation Instructions-General*. Subparagraph (b) is amended to read as follows:

The Government has established a reading room for Offerors to retrieve pertinent information pertaining to this solicitation. Information available includes, but is not limited to, the following: documents related to the Uranium Processing Facility (UPF) and Lithium Processing Facility (LPF) projects, information related to carryover funding, and information on Government Furnished Property. Offerors may request access to this information for up to ~~2~~ **four (4)** personnel per potential Offeror via email request to SEB8@nnsa.doe.gov. Only potential Offerors that submit an intent to bid in accordance with L-29 below will be granted access to this reading room information at the discretion of the Contracting Officer. The Government will provide instructions via email on how to set up account information in Max.gov.

- Section L-10, *Proposal Preparation Instructions – Volume II, Technical and Management Information*. Subparagraph (a)(2) is amended to read as follows:

Relevant Past Performance. Relevant past performance is performance that is similar in size, scope and complexity to the requirements in the Statement of Work (SOW). Where an Offeror has proposed a ~~Subcontractor~~ Team Member to perform only specific sections of the SOW, the relevance of the ~~Subcontractor~~ Team Member's past performance contracts will be determined based on consideration of the specific sections of the SOW the ~~Subcontractor~~ Team Member is proposed to perform, as opposed to the entire SOW. ~~However, as the Offeror and/or each of the Team Members that make up the Offeror (not Subcontractor Team Members), are responsible for performance of the entire SOW, regardless of the specific sections they are proposed to perform, and, accordingly NNSA may consider, as appropriate, past performance that may not correlate with its-a Team Member's proposed role under this solicitation may still be considered if it the past performance is relevant to the SOW.~~ For tasks within the Statement of Work for which only the incumbent contractor would have direct past performance, the Offeror may demonstrate the relevance of any analogous past performance such as work on other major weapons systems, work relating to nonproliferation of nuclear, radiological, chemical or biological weapons and related programs around the world, work relating to safeguards and security technology programs involving high hazard nuclear materials or other high hazard materials, work relating to Capital Asset Projects, Line Item Projects including Military Construction, Major Items of Equipment, transitioning capital asset construction projects to full operations; and work related to managing large scale

production and assembly operations. Offerors should specifically demonstrate in detail how the proposed past performance is relevant and how it qualifies the Offeror to successfully perform the applicable sections of the Statement of Work.

- Section L-10, *Proposal Preparation Instructions – Volume II, Technical and Management Information*. Subparagraph (a)(3)(i) is amended to read as follows:

Past Performance Information Forms (PPIFs). For each recent, relevant contract/order/project, the Offeror shall complete and submit the form at Section L, Attachment E - Past Performance Information Form (PPIF). Only one contract shall be described per PPIF. If the Offeror is proposing a Team Member to perform or be responsible for a section of the SOW, the Offeror shall identify the **Chapter and section(s) or sections** of the SOW (include task area from SOW) each Team Member is proposed to perform **or for which it is responsible within on** the Past Performance Information Form (PPIF). The Offeror may propose Team Members that make up the Offeror (i.e., prime contractor), to lead or **be responsible perform for** certain portions of the SOW, however, these Team Members are responsible for the entire SOW, regardless of the specific sections they are proposed to perform. With each PPIF, the Offeror shall submit copies of any award fee determinations, performance evaluation reports, small business achievement such as Individual Subcontract Report and Summary Subcontract Report (ISRs/SSRs), or other documentation that reflects the customer's formal performance assessments of the performance cited in the PPIF. The Offeror should submit all PPIFs and related records no later than the date and time set for receipt of proposals, as these documents are subject to the late proposals provisions at paragraph (c) of L-1, FAR 52.215-1 Instructions to Offerors -- Competitive Acquisition (Jan 2017), Alt I (Oct 1997). PPIFs, performance assessments, small business achievements (ISR/SSRs) and information concerning terminated contracts shall be included as a separate Appendix to Volume II.

Sec L Attachment E - Past Performance Info Form (PPIF)

- Item 12a on Page 1 is revised to read as follows:

Proposed SOW Task Area(s) to be performed (Offerors may also explain how the past work relates to the scope of work proposed for the team member, include **Chapter and Section # from Statement of Work)–Chapter II Work Scope Structure and Chapter IV Interfaces for Uranium Processing Facility):**

- Item 12a on Page 4 is revised to read as follows:

List the Statement of Work task areas **under Chapter II Work Scope Structure**–in Section J, Appendix A, *Statement of Work* that you will perform under the Contract.

Sec L Attachment J - SB Subcontract Dollars & Percentages

- Section L, Attachment J - *SB Subcontract Dollars & Percentages* is replaced in its entirety.

Sec M - Evaluation Factors for Award

- Section M-4, *Technical and Management Criteria*. Subparagraph (a) is amended to read as follows:

The Government will evaluate the Offeror's recent, relevant past performance to determine the extent to which it demonstrates the Offeror's ability to successfully perform the Statement of Work (SOW). Past performance that is not both recent and relevant (as those terms are defined in (i) and (ii) below) will not be considered. To the extent it is recent and relevant, the Government will consider past performance information submitted by the Offeror (e.g., Past Performance Information Forms and related records, such as performance assessments, small business achievements; and list of terminated contracts), Past Performance Questionnaires, as well as past performance information that the Government obtains from other sources. The evaluation may also consider the source of the information, context of the data, and general trends in the contractor's performance. The Government will not apportion past performance under a DOE, NNSA, or other contract differently among parent companies that **have teamed or formed a joint entity** for the purposes of said contract. Rather, all parent companies under a contract will be equally credited (positively and negatively) for past performance for that contract. In the case of an Offeror without a meaningful record of relevant past performance or for whom information on relevant past performance is not available, the Offeror will be evaluated neither favorably nor unfavorably in this criterion, and will be assigned a neutral rating.

- Section M-4, *Technical and Management Criteria*. Subparagraph (a)(ii) is amended to read as follows:

Relevant Past Performance. Relevant past performance is performance that is similar in size, scope and complexity to the requirements in the Statement of Work. Where an Offeror has proposed a **Subcontractor Team Member** to perform only specific sections of the SOW, the relevance of that **Subcontractor's Team Member's** past performance contracts will be determined based on consideration of the specific sections of the SOW the **Subcontractor Team Member** is proposed to perform, as opposed to the entire SOW. **However, as t**The Offeror and each of the Team Members that make up the Offeror **(not Subcontractor Team Members)** are responsible for **performance of the entire SOW, NNSA may consider, as appropriate, regardless of the specific sections they are proposed to perform, and, accordingly** past performance that may not correlate with **its a Team Member's** proposed role under this solicitation **may still be considered** if **it the past performance** is relevant to the SOW. With respect to tasks within the Statement of Work for which only the incumbent contractor would have direct past performance, the Government will evaluate the relevance of analogous past performance such as: (i) work on other major weapons systems; (ii) work relating to nonproliferation of nuclear, radiological, chemical or biological weapons and related programs around the world; (iii) work relating to safeguards and security technology programs involving high hazard nuclear materials or other high hazard materials; (iv) work relating to Capital Asset Projects, Line Item Projects including Military Construction, Major Items of Equipment,

and transitioning capital asset construction projects to full operations; and (v) work related to managing large scale production and assembly operations.

- Section M-4, *Technical and Management Criteria*. Subparagraph (b)(2) is amended to read as follows:

Each Key Person's expertise and experience **for the position proposed** in: (i) leading and/or managing work of similar size, scope, and complexity; and (ii) leading and implementing organizational culture change as described in clause H-20.

B. RFP changes are incorporated by deleting the following RFP sections in their entirety, and replacing with the corresponding amended RFP Amendment 0001 sections attached hereto.

- 1) RFP No. 89233220RNA000002 Cover Page (Revised)
- 2) Section B-H - Part I Schedule (Amd 0001)
- 3) Section J, Appendix A - Statement of Work (SOW) (Amd 0001)
- 4) Sec L - Instructions, Conditions, and Notices to Offeror (Amd 0001)
- 5) Section L, Attachment E - Past Performance Info Form (PPIF) (Amd 0001)
- 6) Section L, Attachment J - SB Subcontract Dollars & Percentages (Amd 0001)
- 7) Section M - Evaluation Factors for Award (Amd 0001)

C. RFP Questions and Answers (Amd 0001) is hereby incorporated as an attachment for Offeror reference.

D. All other terms and conditions remain unchanged.