

August 11, 2015

SRR-SCM-2015-00229

TO: ALL POTENTIAL OFFERORS

**REQUEST FOR PROPOSAL (RFP)  
TANK CLOSURE CESIUM REMOVAL (TCCR)**

The Department of Energy (DOE) at the Savannah River Site (SRS) is contracted with Savannah River Remediation LLC (SRR) to manage and operate the legacy nuclear liquid waste (LW) system. The LW system consists of several facilities to safely receive, store, treat, and permanently dispose of radioactive waste. The mission of SRR is to treat and stabilize LW and close the older style LW tanks.

Acceleration of tank closures is desired to better assure continued progress in accordance with the Federal Facility Agreement (FFA) commitments among DOE, the Environmental Protection Agency (EPA) and the state of South Carolina. A readily deployable, supplemental cesium removal capability (ion exchange) has been determined to be advantageous in supporting this goal.

Please find attached the RFP and supporting documentation resulting from information obtained from the submitted Expression of Interest (EOI) Responses in June 2015.

Proposals are due September 11, 2015 by 5pm local time.

If you have any questions, please do not hesitate to contact me at (803) 952-7614 or email at [richard.salem@srs.gov](mailto:richard.salem@srs.gov).

Respectfully,



Rick Salem  
Procurement Manager

Attachments

**SAVANNAH RIVER REMEDIATION LLC**  
**REQUEST FOR PROPOSAL (RFP)**

<b>TO: (Offerors )</b>	<b>RFP NO. CRP/TC</b>  <b>DATE: August 13, 2015</b>
------------------------	---

Savannah River Remediation LLC (SRR) invites you to submit a proposal for Tank Closure Cesium Removal utilizing an ion exchange process in accordance with the following specification X-SOW-H-00002, Rev 0.

**SECTION I      INTRODUCTORY INFORMATION**

**SECTION II     BASIS FOR AWARD**

**SECTION III    PROPOSAL INSTRUCTIONS**

**SECTION IV    DRAFT OF SUBCONTRACT**

Sincerely,



Rick Salem

Procurement Manager

**TABLE OF CONTENTS**

**SECTION I. INTRODUCTORY INFORMATION..... 3**

- 1. Forward ..... 3
- 2. Proposal Due Date ..... 3
- 3. Modifications and Revisions to Proposals, Late Proposals, and Withdrawal of Proposals 3
- 4. Type of Subcontract ..... 4
- 5. Anticipated Award Date ..... 4
- 6. Proposal Preparation Costs ..... 4
- 7. Restriction on Disclosure and Use of Data ..... 4
- 8. Explanation to Suppliers ..... 4
- 9. SRR Procurement Representative ..... 5
- 10. RFP Addenda ..... 5
- 11. Availability of Funds ..... 5
- 12. Pre-Award Quality Assurance Audit ..... 5
- 13. Notification of Award (NOA) ..... 5
- 14. Resolution of Offeror Complaints/Inquiries (SRR Ombudsman) ..... 6
- 15. Invitation to Propose Performance-Based Milestone Payments ..... 6

**SECTION II. BASIS FOR AWARD ..... 7**

- A. Preface ..... 7
- B. Relative Importance of Evaluation Criteria ..... 8
- C. Evaluation Criteria ..... 8

**SECTION III. PROPOSAL INSTRUCTIONS..... 9**

- A. Proposal Organization ..... 9
- B. Proposal Content ..... 10
- C. Offeror Notifications ..... 12

**SECTION IV, DRAFT OF SUBCONTRACT ..... 14**

## SECTION I. INTRODUCTORY INFORMATION

### 1. Forward

The scope of this activity is for a supplier to provide a commercially-available ion exchange process (known as Tank Closure Cesium Removal (TCCR)) to remove and separate cesium contamination from aqueous high-level waste.

This subcontract will design, fabricate, factory acceptance test (FAT) and deliver the TCCR system. Additionally, the subcontractor will provide a method of interim safe storage, technical support to SRR for Safety Basis Analysis, waste determination, operating procedures and training, and other services and the materials and consumables (e.g., resin, vessels, safe storage containers) to process the cesium removed from Tank 10H.

SRR stresses the importance of meeting the performance objectives and as such, requires the performance based payment schedule.

The target Period of Performance (POP) is as shown below. If the preferred POP cannot be met by the supplier, the supplier should provide dates for each milestone. The following POP milestones are preferred:

- Design Complete
- Fabricate Complete
- Test (FAT) Complete
- Deliver to site – 15 months ARO – Assembled On-Site

### 2. Proposal Due Date

Your proposal must be received on or before 5:00 pm, local time at the Savannah River Site, at the Procurement Representative's Office on September 11, 2015. Proposal instructions are contained in Section III. Your proposal shall be valid for acceptance for 120 days after the date set for receipt of the proposals.

### 3. Modifications and Revisions to Proposals, Late Proposals, and Withdrawal of Proposals

A "Proposal Modification" is a change made to a proposal before the proposal due date and time. A "Proposal Revision" is a change made to a proposal after the proposal due date, at the request of or as allowed by SRR.

Suppliers are responsible for submitting proposals, and any modifications or revisions, so as to reach the office designated herein by the established due date and time. Any proposal, modification, or revision received after the time specified for receipt is late. Consideration of late proposals, modifications, or revisions to proposals is at the sole discretion of SRR.

Proposals may be withdrawn by written notice received at any time before award. Proposals may also be withdrawn in person by an authorized representative of the supplier, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

#### **4. Type of Subcontract**

The subcontract to be awarded will be fixed price.

#### **5. Anticipated Award Date**

The anticipated date of award is October, 2015 with a required delivery date of November, 2016 or 15 months ARO. Award will be based on availability on funding and stakeholder approvals.

#### **6. Proposal Preparation Costs**

This solicitation does not commit SRR to pay costs incurred in the preparation and submission of a proposal or for studies and designs necessary for the preparation of a proposal.

#### **7. Restriction on Disclosure and Use of Data**

SRR or the Government shall have the right to duplicate, use, or disclose data to the extent provided in any resulting subcontract. However, your proposal may include technical data and other data, including trade secrets and/or privileged or confidential commercial or financial information that you do not want disclosed to the public or used by SRR or the Government for any purpose other than proposal evaluation. **To protect such data you must specifically identify each page, including each line or paragraph thereof, containing the data to be protected and mark the cover sheet of the proposal.**

#### **8. Explanation to Offerors**

Any offeror (1) desiring an explanation or interpretation of the solicitation and its related documents or (2) discovering any discrepancies or omissions in the solicitation or related documents, shall notify the SRR Procurement Representative in writing. Each notification must make specific reference to the applicable section of the solicitation to be considered by SRR. SRR reserves the right to reject any request that does not conform to this requirement. Oral explanations or instructions provided will not be binding. Any information given to an offeror concerning the solicitation will be furnished in writing promptly to all other offerors as an addendum to the solicitation, if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other offerors.

All communications regarding this solicitation must be coordinated through the SRR Procurement Representative. Failure to do so may result in disqualification of the offeror from further consideration.

Written questions pertaining to this solicitation are due on or before 5:00 p.m. est time at the Savannah River Site, on Thursday, August 20, 2015. Questions must be e-mailed to the address below.

**9. SRR Procurement Representative**

**Mailing Address:**

Savannah River Remediation LLC  
Procurement Services  
Attn.: Rick Salem  
Building 707-09B, Room 1  
Aiken, SC 29808

**Communication Numbers:**

Telephone No.: (803) 952-7614  
E-mail address: richard.salem@srs.gov

**10. RFP Addenda**

The only method by which any requirement of this solicitation may be modified is by written addendum. It is the responsibility of each offeror to verify the number of addenda issued on the solicitation (if any).

**11. Availability of Funds**

The Department of Energy is pursuing technology development funds however funds have not been made available as of the issuance date of this solicitation. It is expected that sufficient funds will become available prior to the anticipated award date. The offeror is advised that, should funds not be made available, it will be necessary to either cancel this solicitation or make an award subject to inclusion of an article entitled, "Limitation of Funds."

**12. Pre-Award Quality Assurance Audit**

The offeror may be evaluated by SRR, prior to subcontract award, to assess the ability of the firm to meet the Quality Assurance (QA) requirements of this solicitation. This evaluation typically involves a visit by one or more SRR representatives to the offeror's facilities, review of the appropriate QA procedures, programs and methods, and objective evidence of successful implementation of the same.

**13. Notification of Award (NOA)**

SRR will provide award information only if requested by an unsuccessful offeror. The NOA information shall be provided orally and will be limited to providing the name of the successful offeror, the amount of the award and an explanation of the basis for the purchase order award

decision. Responses to requests for information will be made by SRR as soon as practicable after award.

#### **14. Resolution of Offeror Complaints/Inquiries (SRR Ombudsman)**

SRR purchases are not Federal procurements and therefore not governed by the traditional formality, and customs, statutes and regulations associated with Federal procurements. This includes Federal Acquisition Regulation (FAR) Part 15, Contracting by Negotiation and the Federal protest process. Also, the Government Accountability Office (GAO) and the Department of Energy do not accept protests regarding SRR procurements. Any issues or complaints regarding this solicitation may be addressed to the SRR Procurement Representative.

It is the policy of SRR that all employees, in the performance of their respective responsibilities, shall conduct themselves in the highest possible standards of ethical and business conduct. SRR has established an Ombudsman in the SRR Compliance Department of the Office of General Counsel, who is responsible for resolving subcontractor and offeror complaints or inquiries that have not been satisfactorily resolved by the Procurement Representative, or their Manager, regarding this solicitation and any subsequent award of a subcontract. The Ombudsman may be contacted by phone at (803) 557-8825. The Ombudsman will investigate the complaint or inquiry and provide the caller with a response. The caller may remain anonymous, if he or she chooses.

#### **15. Invitation to Propose Performance-Based Milestone Payments.**

- (a) SRR invites the offeror to propose terms under which SRR will make performance-based contract financing payments during subcontract performance. SRR will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. SRR will incorporate the agreed upon financing terms and the subcontract article titled "Performance-Based Milestone Payments" in any resulting subcontract.
- (b) The offeror's proposal of performance-based payment financing shall include the following:
  - (1) The proposed contractual language describing the performance-based payments
  - (2) A listing of—
    - (i) the projected performance-based payment dates and the projected payment amounts; and
    - (ii) the projected delivery date and the projected payment amount.
- (c) The terms and conditions of the performance-based payments must—

- (1) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
  - (2) Their total shall not exceed 90 percent of the subcontract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
  - (3) The terms and conditions of the performance-based financing must be in the best interests of SRR and the Government.
- (d) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

## SECTION II. BASIS FOR AWARD

### A. Preface

1. Any award resulting from this solicitation will be made to that offeror whose proposal provides the best value to SRR. This best value determination will be at the sole discretion of SRR and could result in an award to other than the lowest price proposal. Proposals will be evaluated by SRR in accordance with the evaluation criteria described in paragraphs B. and C. below.
2. Section III of this solicitation provides guidance to the offeror concerning the type of information that will be used by SRR to evaluate proposals. **It is important that adequate and specific information be furnished in the offeror's initial proposal submission because it is possible for an award to be made without communications or negotiations with every offeror.**
3. SRR anticipates the award of one subcontract under this solicitation. However, SRR reserves the right to change the number of awards, if the Procurement Representative considers such action to be in the best interest of SRR. SRR also reserves the right to:
  - a. Reject any or all proposals received in response to this solicitation.
  - b. Waive informalities and minor irregularities in proposals received.
  - c. Negotiate separately with any offeror in the event the Procurement Representative considers such action to be in the best interest of SRR.
  - d. Conduct a preaward survey, at the offeror's facility.
  - e. Cancel this solicitation in its entirety.
  - f. Accept other than the lowest priced proposal.
  - g. Limit the number of proposals to the greatest number that will permit an efficient competition among the best proposals.
  - h. Accept any or all line items of a proposal at the price(s) proposed.

**B. Relative Importance of General Evaluation Criteria**

1. There are two categories of evaluation criteria as follows:
  - a. Technical Capabilities/Organizational Approach
  - b. Overall Cost/Schedule to SRR
2. The Technical Capabilities/Organizational Approach is slightly more important than Overall Cost/Schedule to SRR.
3. Each criterion will be rated in accordance with the following rating matrix:

Poor  
Marginal  
Good  
Very Good

The above ratings will be used as guides to intelligent decision making, but not themselves controlling in determining award.

**C. Evaluation Criteria**

1. Technical Capabilities/Organizational Approach

Technical Capabilities is much more important than Organizational Approach.

- a. Technical Capabilities consists of the following criteria and attributes in order of importance:

- + Treatment Capability - The ability to meet the functional performance criteria to treat the salt solution at/above the desired cesium removal effectiveness, at/above the desired flowrate, and minimizing interruptions to process operations and system down time.
- + Operational Simplicity - The degree of complexity of the proposed system to perform its intended function. Factors considered to determine simplicity may include: number of active components, degree of automation and control, number and length of flowpaths, potential failure mechanisms, size of required module/system footprint, etc.
- + Optimization of Resin and Spent Media - Factors influencing this criteria include the selection of resin, efficiency of cesium removal, size of equipment, degree of shielding required, volume of spent media, and complexity of periodic replenishment.
- + Technical Maturity - The demonstrated ability of the proposed system, or similar system, to effectively remove cesium on a similar scale and in a related environment.

b. Organizational Approach consists of two criteria of equal importance:

- + Personnel - The ability to provide and commit qualified and capable personnel to design and manage a project of this technical nature, and fabricate and deliver a treatment system to the level of quality specified.
- + Past Performance - Demonstrated ability to deliver complex/technical solutions to the government or commercial industry

2. Overall Cost/Schedule to SRR

Overall Cost is more important than Schedule

a. Overall cost is divided into two elements in order of importance:

- + Initial Cost - The Supplier's submitted estimate to accomplish the full scope as identified in the Statement of Work (SOW).
- + Lifecycle Operating Cost - The projected cost to SRR for continued utilization of the Tank Closure Cesium Removal system to treat salt solution and remove an additional 1 million curies of cesium beyond the initial 100,000 curies specified in the SOW. Supplier to provide sufficient data (resin volume, resin pricing, storage container/vessel quantity, etc.) to determine Lifecycle Operating Cost. Other consumables (replacement parts, filters, etc.) will not be considered to determine Lifecycle Operating Cost.

b. Schedule - The supplier's proposed execution schedule to accomplish the full scope as identified in the SOW.

### SECTION III. PROPOSAL INSTRUCTIONS

#### A. Proposal Organization

1. The offeror's proposal shall be submitted in two parts as set forth below:

Volume 1 – Technical/Management and Price/Schedule  
Volume 2 - Other Information

2. Each volume shall be submitted in loose-leaf format and contained in three-ring binders. (Number) copies of Volume 1 and one (1) copy of Volume 2 are required. Each binder shall be labeled with the volume number (i.e., 1 or 2); copy number (e.g., 1 or 2); solicitation title; and company name.

3. Proposals shall be submitted, typed or legibly handwritten in ink and sealed in an envelope or package, to the Procurement Representative identified in Section I. The outer cover of the proposal envelope or package shall be marked with the Request for Proposal Number, the due date and time for receipt, and the name and address of the offeror. It is the responsibility of each offeror to verify the number of solicitation addenda issued, if any, and acknowledge that their proposal responds to such addenda.

**B. Proposal Content**

**1. Volume 1 – Technical/Management and Price/Schedule**

- a. To aid in the evaluation of proposals, this volume must be in the following format and tabbed as follows:

- (1) Table of Contents
- (2) List of Tables and Illustrations
- (3) Discussion - This section shall demonstrate the offeror's capability to meet the requirements of the technical/management evaluation criteria contained in Section II of the solicitation. This discussion shall also follow the same order as the evaluation criteria listed in Section II, and each narrative should be identified with the pertinent evaluation criteria number and tabbed as follows:

**Criterion C. 1. a.** Technical and Organizational Approach

**Criterion C. 1. b.** Qualification of Personnel

**As a minimum**, provide a resume, complete with references, for the Program Manager described in Section 3.12 of the Scope of Work. Resumes for other Key Personnel may be submitted also.

**Criterion C. 1. c.** Resource Commitment

**Criterion C. 1. d.** Past Performance

**As a minimum**, each offeror must submit specific past performance data for contracts with recent experience, as follows:

- (a) One or more projects completed for work comparable to that contained in the Scope of Work of Section IV.
- (b) References associated with each project submitted.
- (c) Current address and telephone number of a contact person in each organization submitted as a reference.

- b. The offeror shall present a completed Price Schedule. The proposed price shall include costs associated with the following, if applicable to this solicitation:
  - (1) Substance Abuse Program and Suitability for Acceptance for Employment. Refer to the article entitled, "Workplace Substance Abuse Program," in the General Provisions.
  - (2) Badging and Security Education Requirements. Refer to the articles entitled, "Badging Requirements" and "Security Education Requirements for Subcontractors," in the General Provisions.
  - (3) General Employee Training. Refer to the article entitled, "General Employee Training and Annual Refresher Training for Subcontract Employees", in the General Provisions.
- c. The offeror shall present a price proposal with sufficient itemized detail to determine price reasonableness and realism. However, the offeror will not be required to submit a Certificate of Current Cost or Pricing Data unless adequate price competition is not achieved in the source selection process initiated by this solicitation.
- d. The offeror must state in the proposal that, "No deviations or exceptions to the solicitation, proposed subcontract and its attachments, are taken related to the **technical or commercial requirements.**" If the offeror fails to make this statement, or lists deviations or exceptions to the technical or commercial requirements, the entire proposal may be deemed to be unacceptable.

However, if an offeror does propose an exception or deviation, they must:

- (1) Individually address each one;
- (2) Identify the addressed area by section and paragraph number;
- (3) Provide written justification or explanation for each one; and
- (4) Present solutions or recommendations.

## 2. Volume 2 - Other Information

- a. The offeror shall submit the following with the proposal. The items listed below can be obtained by downloading from the Savannah River Site Internet Homepage <http://www.srs.gov/general/busiops/SRR-Procurement/index.htm#> when so indicated. Copies are also available upon request from the Procurement Representative.
  - (1) The complete name and address of the offeror, point of contact, telephone number, facsimile number, internet address and Dun & Bradstreet identification number of the offeror.

- (2) A completed, signed copy of the Representations and Certifications, SRR-PPS-2009-00012 that are available on the Savannah River Site Internet Homepage.
- (3) A Small Business Subcontracting Plan, if applicable. Refer to the Representations and Certifications. The offeror shall use the Blank – Small Business Subcontracting Plan format (Form SRR-PPS-2009-00016) that is available on the Savannah River Site Internet Homepage.
- (4) A properly executed Environmental Safety & Health (ES&H) Worksheet that is available on the Savannah River Site Internet Homepage and a letter from the Offeror's Workers Compensation Insurance carrier, which certifies EMR performance, in accordance with the requirements in Section I, Introductory Information. Also include copies of the OSHA Annual Summary Logs (OSHA's Form 300A) for the previous 3 years and a current year OSHA 300 log for the months during the period since the last annual report.
- (5) Each offeror should submit an uncontrolled copy of the Quality Assurance manual that will be implemented under the resultant subcontract. Certification of the Quality Assurance manual, revision and date is acceptable if the manual has been recently submitted to SRR. If the Quality Assurance manual has been revised since the previous submittal, it must be resubmitted.
- (6) Certify that any proposed lower-tier subcontractors have been (or will be) evaluated and approved in accordance with the Quality Assurance requirements contained in this solicitation, applicable to the Control of Purchased Items.

**C. Offeror Notifications**

1. The offeror is notified of the following:
  - a. A completed copy of the SRR Vendor Authorization for Automatic Electronic Deposit of Invoice Payments form, that is available on the Savannah River Site Internet Homepage, must be submitted no later than 15 days after subcontract award.
  - b. If you are a nonresident South Carolina Subcontractor and SRR has not previously obtained the I-312 Form (State of South Carolina "Nonresident Taxpayer Registration Affidavit Income Tax Withholding") from you, your

payments under a SRR subcontract (\$10,000 or more) may have a two percent (2%) South Carolina withholding tax deducted. Reference the article entitled, "Tax Withholding for Nonresidents" in the General Provisions. To avoid this 2% reduction from your payments, register with the South Carolina Department of Revenue with a SCTC-111 form and fax it to (803) 898-5888, Attention: Patricia Brunson. Upon receipt of a confirmation letter from the Department of Revenue, complete an I-312 form. Fax the completed form in advance of the first payment due date to (803) 952-8843 or send the completed form to: Savannah River Remediation LLC, Accounts Payable/Cash Management, Aiken, SC 29808. The above forms are available on the South Carolina Department of Revenue homepage at <http://www.sctax.org>. (click on the link "Forms and Instructions"). If there are any questions concerning compliance with the South Carolina Tax Code, please contact the South Carolina Department of Revenue at (803) 898-5872. Other questions can be directed to E-mail address: [srraccountspayable@srs.gov](mailto:srraccountspayable@srs.gov).

- c. A Certificate of Insurance, evidencing the requirements of the article entitled "Work on SRR, Government, or other Premises" in the General Provisions must be submitted to the SRR Procurement Representative before work is commenced under the subcontract. The subcontractor shall include with the certificate a copy of the written policy endorsement naming SRR and the Government as additional ensured under the policy for comprehensive general liability insurance.
- d. Environment, Safety and Health Compliance. A letter acknowledging a Corporate Safety and Health Policy and confirmation of compliance with SRR procedures must be submitted to the SRR Procurement Representative before work is commenced under the subcontract. In addition, for tasks identified in the Statement of Work as outside the scope of SRR procedures, the subcontractor shall submit for review and acceptance before work is commenced, appropriate documentation, procedures or manuals containing task hazard reviews and safeguards to be implemented. See specific requirements in the article titled "Environment, Safety, and Health Compliance-Alternative I" included in the General Provisions. Offerors are also notified that a "Subcontractor Safety Handbook" that provides general safety rules that apply to all workers at SRS can be download from the Savannah River Site Internet Homepage for information and use.
- e. All drawings and/or specifications, and the information and data contained therein, provided by SRR in the solicitation, are the property of SRR and may not be used without the specific written permission of SRR. Unsuccessful offerors are required to return all drawings, specifications, and other solicitation documents to the SRR Procurement Representative, or destroy them.

**SECTION IV, DRAFT OF SUBCONTRACT**

## SAVANNAH RIVER REMEDIATION LLC

TO: (Insert Subcontractor's Name)	SUBCONTRACT NO. (TBD)
-----------------------------------	-----------------------

This Subcontract is entered into by and between Savannah River Remediation, a Limited Liability Corporation (LLC) organized and existing under the laws of the State of Delaware ("SRR"), and (insert Subcontractor's Name ) ("Subcontractor").

**WITNESSETH:**

**WHEREAS**, SRR has undertaken to perform work for the SRS Liquid Waste Operations Program at the Savannah River Site for the United States of America (the "Government"), represented by the U. S. Department of Energy ("DOE"), in accordance with Contract Number DE-AC09-09SR22505, as amended or modified (the "Principal Contract"); and

**WHEREAS**, SRR desires to avail itself of the services of the Subcontractor in connection with work under the Principal Contract.

**NOW, THEREFORE**, the parties agree that the Subcontractor shall furnish all labor, material, supplies, facilities, equipment, personnel, services, and all other necessary and incidental related items to SRR, all as more fully described in this Subcontract.

**IN WITNESS WHEREOF**, the parties have executed this document as of the day and year of the SRR Procurement Representative's signature.

Savannah River Remediation LLC  <hr/> Procurement Representative's Name  <hr/> Signature  <hr/> Title <span style="float: right;">Date</span>	<hr/> Subcontractor's Name (Type/Print)  <hr/> Name (Type/Print)  <hr/> Signature of Person Authorized To Sign  <hr/> Title <span style="float: right;">Date</span>
---	---

**TABLE OF CONTENTS**

<u>Article No.</u>	<u>Page Number</u>
1. Scope of Work .....	2
2. Type of Subcontract .....	2
3. Delivery Schedule .....	2
4. Limitation of Funds .....	3
5. Subcontractor's Authorized Representative (SAR) .....	3
6. Key Personnel .....	3
7. Quality Assurance (QA) Requirements .....	4
8. Correspondence Procedures .....	4
9. General Provisions .....	5
10. Travel .....	5
11. Payment .....	5
12. Small Business Subcontracting Plan .....	6
13. Government Furnished Property (GFP) .....	7
14. Subcontractor Submittals .....	7
15. Inspection Requirements .....	8
16. First Aid Facilities .....	9
17. Attachments .....	9
18. Entirety .....	10

**1. Scope of Work**

The scope of this statement of work is to provide an ion exchange process (herein called the Tank Closure Closure Removal (TCCR) System that will remove radioactive cesium-137 from aqueous high-level waste (i.e., dissolved salt solution) in accordance with Specification No. X-SOW-H-00002, Rev 0.

**2. Type of Subcontract**

This is a fixed price Subcontract in the amount of \$ (amount). The Subcontractor shall be paid in accordance with the Price Schedule, Attachment 2.

SRR reserves the unilateral option to purchase additional services at the prices as stated in the price schedule.

**3. Delivery Schedule**

The Subcontractor shall make delivery on or before November 30, 2016.

The delivery terms shall be F.O.B. Destination, Freight Prepaid and Allowed.

**4. Limitation of Funds**

- A. Pursuant to the Article of the Special Terms and Conditions for Commercial Purchases, SRR-PPS-2009-00008, Revision 5 entitled "Limitation of Funds," of the total price of this Subcontract, the sum of \$ (amount) is presently available for payment and allotted to this Subcontract. It is anticipated that additional funds will be allocated to the Subcontract in accordance with the following schedule until the total price of the Subcontract is funded:

(insert Schedule)

- B. SRR is not obligated to pay or reimburse the Subcontractor more than the amount from time to time allotted to the Subcontract.
- C. It is contemplated that funds allotted to this Subcontract will cover the work to be performed until (TBD).

**5. Subcontractor's Authorized Representative (SAR)**

- A. The Subcontractor shall designate a person who will be the SAR for technical and administrative performance of all work under the Subcontract. The SAR shall provide the principal point of contact between the Subcontract Technical Representative (STR), or End User if an STR is not appointed. All administrative support for technical personnel required to fulfill the scope of work shall be the responsibility of the Subcontractor.
- B. The SAR shall receive and execute, on behalf of the Subcontractor, such technical directions as the STR may issue under the Subcontract.
- C. The Subcontractor agrees that it will emphasize to its employees that they are employees of the Subcontractor and, as such, should look to the Subcontractor's Worker's Compensation Program to provide the remedy for any work related injuries.
- D. If the scope of this Subcontract requires that any part of the work (manual or non-manual work) be performed on the Savannah River Site, the SAR shall ensure that the STR or End User is notified prior to any employees report to the SRS to perform such work.

**6. Key Personnel**

The Subcontractor shall provide the key personnel identified below in accordance with this article. These personnel are considered to be essential to the work being performed under the Subcontract. Prior to diverting any of the specified individuals to other programs, the Subcontractor shall notify the Procurement Representative reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Subcontractor, provided that SRR may ratify in writing such diversion and such ratification shall constitute the consent of SRR required by this article. The Subcontract may be amended from time to time, or an administrative letter may be issued, to either add or delete personnel, as appropriate.

**Name**  
(Name)

**Title**  
(Title)

## 7. Quality Assurance (QA) Requirements

The Subcontractor shall implement the QA program established by (insert title, document number, revision, and date of Subcontractor's QA Program). SRR designation and Subcontractor's implementation of this specific QA program shall not relieve the Subcontractor from any responsibility to furnish the contracted items in full conformance with all the terms of this Subcontract; including any specification, drawings, etc. that are in effect. If there is an inconsistency between the specific QA program and any other terms of the Subcontract, the more restrictive requirements apply. Any revision to the QA program must be submitted to the Procurement Representative for review prior to implementation on SRR work.

## 8. Correspondence Procedures

- A. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements of the Subcontract) shall be addressed to the End User with an information copy of the basic correspondence to the Procurement Representative. The End User's address is:

Savannah River Remediation LLC  
Attn: Gregory Arthur  
Building 241-284H, RM 7  
Aiken, SC 29808

Telephone No.: (803) 208-8320  
E-mail address: Gregory.arthur@srs.gov

- B. All other correspondence shall be addressed to the Procurement Representative with information copies of the basic correspondence to the STR. The Procurement Representative's mailing address is:

Savannah River Remediation LLC  
Attn: Rick Salem  
Building 707-09B, RM 1  
Aiken, SC 29808

Telephone No.: (803) 952-7614  
Telefacsimile No.: (803) 952-5624  
E-mail address: Richard.salem@srs.gov

- C. The Subcontract may be amended from time to time, or an administrative letter may be issued to change the STR or Procurement Representative.

**9. General Provisions**

- A. General Terms & Conditions for Commercial Purchases, SRR-PPS-2009-00007, Revision 4, are applicable to the Subcontract, Attachment 3.
- B. Special Terms and Conditions for Commercial Purchases, SRR-PPS-2009-00008, Revision 5 Articles 11, 13, 17, 21, 28, 29, 30 and 35 are applicable to the Subcontract, Attachment 3
- C. "Statement of Work" Clauses included in the attached document dated (Date), are applicable to the Subcontract, Attachment 4.
- D. Savannah River Remediation LLC Packaging, Shipping and Receiving Instructions, SRR-PPS-2009-00011, Revision 1, are applicable to the Subcontract, Attachment 5.
- E. Travel Compensation Schedule for Subcontractors, SRR-PPS-2009-00015, Revision 0, are applicable to the Subcontract, Attachment 6.

**10. Travel**

SRR shall reimburse the Subcontractor for travel expenses incurred under the Subcontract in accordance with the Travel Compensation Schedule for Subcontractors, SRR-PPS-2009-00015, Revision 0, Attachment 6.

**11. Payment**

- A. The Subcontractor shall invoice SRR upon completion and acceptance of the Subcontract Payment Milestone Schedule, Attachment 2 – Price Schedule.
- B. One original and one copy of the invoice, with all supporting documentation, shall be sent to the following address:

Savannah River Remediation LLC  
Savannah River Site  
Aiken, SC 29808  
Attn: Accounts Payable  
E-mail Address: [srraccountspayable@srs.gov](mailto:srraccountspayable@srs.gov)

The Subcontractor shall make the following certification on each invoice submitted: (1) The request for payment is true and correct; this request (and attachments) has been prepared from the books and records of the Subcontractor in accordance with the Subcontract and invoice instructions of SRR. (2) Except as reported in writing on

\_\_\_\_\_, all payments to lower tier suppliers and subcontractors under this Subcontract have been paid, or will be paid, currently, when due in the ordinary course of business. (3) There are no encumbrances, except as reported in writing on \_\_\_\_\_, against the property acquired or produced for, and allocated or properly chargeable to, the Subcontract which would affect or impair the Government's title or rights, (4) There has been no materially adverse change in the financial condition of the Subcontractor since the submission by the Subcontractor to SRR of the most recent written information dated \_\_\_\_\_. (5) After the making of this requested payment, the amount of all payments for the remainder of the Subcontract shall not exceed any limitation in the Subcontract, and the amount of all payments under the Subcontract will not exceed any limitation of the Subcontract.

- C. In connection with any discount offered for payment, time will be computed from the receipt date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.
- D. Payments under this Subcontract shall be by Electronic Funds Transfer (EFT) in accordance with the Article 11 of the General Terms & Conditions for Commercial Purchases, SRR-PPS-2009-00007, Revision 4 entitled "Payment by Electronic Funds Transfer." The Subcontractor shall submit no later than 15 days after award, the form entitled "SRR Vendor Authorization for Automatic Electronic Deposit of Invoice Payments" which is available on Savannah River Site Internet Homepage at "[http://www.srs.gov/general/busiops/SRR-Procurement/mat\\_svc.htm](http://www.srs.gov/general/busiops/SRR-Procurement/mat_svc.htm)". The completed form shall be delivered to the above office with a copy to the Procurement Representative.
- E. Payment terms of Net 30 shall apply to the Subcontract.

## **12. Small Business Subcontracting Plan**

- A. The Subcontractor shall adhere to and implement the goals and requirements set forth in its "Small Business Subcontracting Plan," Attachment 7.
- B. The Subcontractor shall submit reports of lower tier subcontract awards to small, small disadvantaged, woman owned, HUBZone, Veteran Owned, and Service-Disabled Veteran-Owned small business concerns, and Historically Black Colleges and Universities or Minority Institutions electronically via the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The Subcontracting Report for Individual Contracts (formally the SF-294) shall be entered into eSRS semiannually and at Subcontract completion. The Summary Subcontract Report (formally the SF-295) shall be entered into eSRS annually.

**13. Government Furnished Property (GFP)**

- A. The Government Furnished Material identified in Attachment 8, shall be supplied to the Subcontractor at no charge to the Subcontractor, F.O.B. destination, freight allowed by (insert Date). The requirements of the Special Terms and Conditions for Commercial Purchases, SRR-PPS-2009-00008, Revision 5, Article 35 entitled "Government Property" are applicable to all GFM provided under this Subcontract.
1. The Subcontractor shall be required to accept delivery of the GFM and unload and transport to the appropriate location at its own expense. Upon delivery of the GFM, the Subcontractor shall verify its quantity and condition and acknowledge receipt, in writing, to the SRR Procurement Representative. The Subcontractor shall also notify the SRR Procurement Representative, in writing, within three (3) days of delivery any damage or shortage of the material received.
  2. The Subcontractor agrees to segregate all GFM supplied in accordance with the Government Property article. The Subcontractor shall provide a monthly status report to the SRR Procurement Representative on the GFM that will include the following:
    - a. Quantity of GFM (by item number) received.
    - b. Quantity of finished product completed and shipped.
    - c. Quantity of GFM (by item number) remaining on hand.
  3. Any residual GFM (including scrap) remaining upon completion or termination of this Subcontract shall be returned to SRR, freight prepaid and allowed, F.O.B. destination unless otherwise identified, in writing, by the SRR Procurement Representative.

**14. Subcontractor Submittals**

All Subcontractor document submittals to SRR or SRR's designated design agency for information or approval shall be prepared and submitted in accordance with the scope of work. This includes but is not limited to drawings, specifications, procedures, plans, manuals, quality control documents, etc. These submittals shall be sent to the following addresses:

Savannah River Remediation LLC  
 Document Control Center  
 704-1N, Room 118  
 Aiken, SC 29808

Document Submittal Form with Originals

Savannah River Remediation LLC  
 (Rick Salem)  
 Building 707-09B, RM 1  
 Aiken, SC 29808

Copy of Submittal Form Only

Any corrections made to documents submitted as a requirement of this Subcontract must be made by drawing a single line through the incorrect information and initialing and dating the correction by an authorized representative. Corrections by any other means will not be accepted. Documents must be legible, permanent (non-erasable), and of reproducible microfilm quality.

## 15. Inspection Requirements

- A. Quality Surveillance of items furnished on this Subcontract will be performed in accordance with the Source Surveillance Plan (SSP) issued by a Source Surveillance Representative (SSR) from Savannah River Remediation LLC. The Source Surveillance Plan details the specific Source Surveillance requirements applicable to the Subcontract specifications and requirements. If the SSP is not herewith included as an attachment, the SSP will be issued separately. If surveillance details are not received in a timely manner, you must contact the Procurement Representative. All surveillance required by this Subcontract shall be coordinated and scheduled with SRR. Subcontractor shall call (803) 952-8987 or send an Email to "surveillance-request@srs.gov" at least five (5) working days before surveillance is required, and plan for the surveillance no later than the date specified by the SSR.
1. The Subcontractor shall provide a complete set of stused drawings and applicable inspection and testing procedures to the SSR for use at the time of inspection. These drawings must show the latest revision number and shall include all approval comments marked by the Savannah River Remediation LLC reviewer(s).
  2. When major components or services are obtained from lower tier suppliers or subcontractors, the SSR will perform surveillance at the appropriate location to assure that the required surveillance activity can be verified. It is the Subcontractor's responsibility to include Savannah River Remediation LLC surveillance and notification requirements in purchase orders to lower tier suppliers or subcontractors when required; and to notify the SSR when source surveillance is to be scheduled. It is also the Subcontractor's responsibility to arrange for drawings, procedures and inspection reports to be used by the SSR at the lower tier supplier's or subcontractor's location.
- B. The Subcontractor and any lower tier suppliers or subcontractors are obligated to perform all inspection and testing activities in accordance with the requirements of this Subcontract, regardless of whether the Savannah River Remediation LLC Representative elects to perform or waive any source surveillance. The performance of surveillance by the SSR does not relieve the Subcontractor or lower tier supplier(s) or subcontractors of any responsibility for, among other things, meeting all specification, quality, workmanship and performance requirements.

**16. First Aid Facilities**

- A. The Subcontractor must arrange for its own first-aid treatment. However, where SRR or the Government have first-aid facilities they will make available their first-aid facilities for the treatment of employees of the Subcontractor for life threatening injuries or illness while engaged in the performance of the Work under this Subcontract.
- B. If first-aid facilities and/or services are made available to the Subcontractor's employees then, in consideration for the use of such facilities and the receipt of such services, the Subcontractor agrees:
1. To release, defend, indemnify and hold harmless SRR the Government and their authorized representatives, successors, or assigns, and all of their officers and employees from and against any and all claims, demands, liabilities, including attorney's fees, arising from the receipt of such services or the use of such facilities by Subcontractor's employees, except for claims and demands arising out of the sole active negligence of SRR the Government or any of their representatives.
  2. Upon receipt of any notice from SRR or the Government of any such claim, demand or liability being pursued against SRR or the Government, to not only undertake the defense of such claim, demand, or liability, but also upon entry of judgment, to make any and all payments necessary thereunder, and
  3. That in the event any of the Subcontractor's employees require off-site medical services, including transportation thereto, the Subcontractor shall promptly pay for such services directly to the providers thereof.

**17. Attachments**

The following attachments are incorporated into and made part of the Subcontract:

Attachment 1.	Scope of Work
Attachment 2	Price and Delivery Schedule
Attachment 3	General Terms & Conditions for Commercial Purchases, SRR-PPS-2009-00007, Revision 4 – SRS Homepage
Attachment 3	Special Terms and Conditions for Commercial Purchases, SRR-PPS-2009-00008, Revision 5 – SRS Homepage
Attachment 4	“Statement of Work” Clauses
Attachment 5	SRR Packaging, Shipping and Receiving Instructions --SRS Homepage
Attachment 6	Travel Compensation Schedule for Subcontractors, SRR-PPS-2009-00015, Revision 0 --SRS Homepage
Attachment 7	Small Business Subcontracting Plan
Attachment 8	Government Furnished Property

Attachments 3, 5 and 6 listed above can be obtained by downloading from the Savannah River Site Internet Homepage at “[http://www.srs.gov/general/busiops/SRR-Procurement/mat\\_svc.htm](http://www.srs.gov/general/busiops/SRR-Procurement/mat_svc.htm)”, when so indicated. Copies are also available upon request from the Procurement Representative.

### **18. Entirety**

This document and the attachments specifically referred to in this agreement embody the entire Subcontract and understanding between SRR and the Subcontractor covering the work to be performed, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter that are not incorporated. No change shall be of any force or effect unless (1) reduced to writing and signed by both parties hereto, and (2) expressly referred to as being a change to this Subcontract.

### **Acknowledgment**

An authorized representative of the Subcontractor shall acknowledge receipt of the Subcontract by signing all copies in the space provided on Page 1 and returning one copy within (number) days to the Procurement Representative. Acknowledgment confirms acceptance of all terms and conditions set forth in the Subcontract.