



CONTRACT NO: TBD

TITLE: RS&I Task Order Development and Project Control Services

SECTION B: DRAFT CONTRACT

Following is a draft of the contract contemplated as a result of this solicitation. Prospective offerors are reminded to review the draft contract to ensure they are prepared to comply. The draft contract will be updated to reflect the final agreement reached based on the proposal submitted and discussions, if any, that are held.

Buyer:

**Central Plateau Cleanup Company
P.O. Box 1464 Mail Stop A4-02
Richland, WA 99352**

Contractor:

To Be Determined upon award

Contract Specialist: Brandis J. Wood

Phone Number: 509-376-2013

Contractor Contact:

Phone Number:

Start Date: To Be Determined upon award

End Date: 06/22/2022

Contract Type: Firm Fixed Price (FFP)

FOB Point: Richland, WA

Contract Value: \$To Be Determined upon award

Payment Terms: N30

Central Plateau Cleanup Company (Buyer)

Contractor Authorized Signature

Brandis J. Wood, Contract Specialist

Printed Name, Title

_____, _____
Printed Name, Title

Date Signed

509-376-2013
Phone Number

Date Signed

Phone Number

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PART I – STATEMENT OF WORK

Revision 0

December 9, 2021

Prepared by: J.M. Robinson

1.0 INTRODUCTION / BACKGROUND

This contract is issued for the performance of *RS&I Task Order Development and Project Control Services* in support of Central Plateau Cleanup Company (CPCCo) work. CPCCo is a prime contractor to the Department of Energy (DOE) and all work on this Statement of Work will be performed in support of the CPCCo contract with DOE.

2.0 DESCRIPTION OF WORK – GENERAL

CPCCo requires the technical support services of a company to support CPCCo in the development of task order proposal(s) to the DOE primarily as it relates to the mission of the Soil and Groundwater Project Regulatory & Integration Services (RS&I) objectives of developing innovative strategies to address contamination and return the groundwater to drinking water standards. The services are needed to support CPCCo with task order development under its prime contract.

It is expected that the services shall consist of **1,004 hours** on a regular-work basis at a remote/off-site work location as approved by the Buyer's Technical Representative (BTR). The Contractor shall make two trips for three days each to the Hanford site to support team meetings.

Contractor employee(s) shall be responsible for independently planning, organizing and performing a wide variety of non-hazardous specialized administrative/technical duties in support of the successful completion of goals and deliverables and in accordance with all provisions of the contract.

The Contractor shall have access to CPCCo business sensitive information via CPCCo's internal document management system. CPCCo will identify or specify site specific documents, drawings, data or other information that is to be included in the Contractor's overall technical support. Hanford Local Area Network (HLAN) access for the purposes of retrieving/accessing CPCCo procedures and documents is required.

3.0 DESCRIPTION OF WORK – SPECIFIC

The Contractor shall utilize broad-based knowledge which includes project management and control principles to conduct evaluations of project execution, encompassing highly specialized or unique requirements.

The work scope for this activity includes the resources, material and/or equipment necessary to support and accomplish the following CPCCo activities:

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- Evaluate and support the development of project schedules for consistency with project management principles, project plans, and milestones. This shall include using Primavera Project Planner to prepare and status resource loaded schedules to support task order planning, task order planning errata, baseline change proposals, as well as field execution.
 - Support Task Order and contract change proposal development by coordinating document preparation and finalization with Control Account Managers (CAMs) and Subject Matter Experts.
 - Provide support to prepare, review, and improve CPCCo basis of estimate for RS&I work scope.
 - Evaluate project risks, identify vulnerabilities, and coordinate with project management to minimize/mitigate vulnerabilities.
 - Identify, review, and analyze actual or potential planning and project management/execution problems. Perform trend analysis and identify and document corrective actions.
 - Participate in team meetings/working sessions and review/edit schedule/cost information within the CPCCo earned value management system. This work may include:
 - Developing, maintaining and monitoring Field Execution Schedules
 - Assisting CAMs in the development of rules of performance and estimates to complete
 - Assisting CAMs in the preparation and entry of accruals and the review of cost and labor reports
 - Analyzing cost and schedule variances
 - Preparing and/or reviewing baseline change requests
 - Preparing Work Authorization Document and Work Charge Authorizations

3.1 Acceptance Criteria

Work products and services provided shall meet all applicable CPCCo procedures for control and review of work products and pertinent regulatory requirements, as required by this contract and incorporated provisions.

All submittals shall be accurate, legible, and reproducible. Before delivery, the Contractor shall review its work products, as applicable, for technical adequacy, completeness, and appropriate content.

Deliverables shall be subject to approval by the BTR. The BTR will determine additional acceptance criteria or items to be resolved, as necessary. Deliverables shall comply with this statement of work (SOW) and will be reviewed against the CPCCo procedures (Note: Procedures may be revised or new procedures added at the discretion of CPCCo) and project technical basis documents before acceptance.

3.2 Organizational Interfaces

The Contractor shall interface with various CPCCo (and other) organizations through the CPCCo Contract Specialist (or designee), as required.

3.3 Work Not Included

Work not included in this Contract includes the management or oversight of CPCCo personnel and the responsibilities for final performance of prime contract deliverables.

3.4 Buyer Furnished Materials and Equipment

CPCCo will provide Contractor personnel with remote access devices such that work may be performed from a remote work location.

3.5 Site Conditions and Known Hazards

The site conditions and/or known hazards are those commonly found in an administrative/office environment.

3.6 Site Coordination Requirements

Contractor site coordination and interface requirements include communicating/coordinating work scheduling and priorities with applicable BTR or designee.

4.0 TECHNICAL REQUIREMENTS

Contractor will perform in accordance with the terms and conditions of this contract, CPCCo internal policies and procedures, and quality assurance provisions, including safety programs, laws, orders, permits, rules, confidentiality of information and intellectual property safeguards.

4.1 Work Location / Access Requirements (if applicable)

Technical and administrative support activities shall be conducted at a Buyer-approved remote work location. Remote work should be scheduled and approved in advance by the BTR.

5.0 PERSONNEL REQUIREMENTS

5.1 Training and Qualification

- A. Individuals who perform work under this contract must have the following skill levels
 - 1. Must have advanced experience in Primavera P6 and be proficient in Deltek Cobra and Microsoft Excel or similar cost baseline programs.

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2. An advanced skill level in long range performance measurement baseline planning and near term field execution planning with project scheduling utilizing various project controls tools.
 3. Individuals must be proficient at schedule development and analysis; knowledge and experience in planning, program/project baseline development, reporting, and change management; and Earned Value Management.
- B. The Contractor is expected to provide appropriately trained and qualified staff to perform the type of work associated with their skill of craft at the Hanford site.
- C. CPCCo shall provide Contractor staff task or facility specific training as required for site and facility access and safe performance of assigned tasks.
- D. Testing requirements for personnel who will be working in substance Testing Designated Positions.

5.2 Security and Badging Requirements

For any on site work, general site access badging is required or on-site work subject to the requirements identified in Special Provisions: SP-5. A minimum of two (2) working days' notice is required to obtain a site badge. Work does not require individuals to possess a security clearance.

5.3 Site Access and Work Hours

CPCCo's normal work week is performed on a 4 x 10 schedule between 6:00 AM and 4:30 PM. No work occurs on the non-working Fridays. Contractor deliverables shall consider CPCCo's work schedule when performing part-time services. If a schedule alternative is required, BTR will communicate to the contractor's contact

6.0 ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY REQUIREMENTS

The Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall comply with, and assist CPCCo in complying with Environmental, Safety, Health, and Quality (ESH&Q) requirements of all applicable laws, regulations and directives.

Materials supplied or purchased for use in performance of this contract, to the maximum extent practical, shall be environmentally preferred as described in 40 CFR 247 and including Biobased products as designated by the USDA . www.biopreferred.gov

The following project-specific ESH&Q requirements are applicable to this scope of work in addition to the requirements identified in the contract [General Provisions](#) and, when work is being conducted on site, the additional ESH&Q requirements in [SP-5 Special Provisions – On-Site Services](#).

7.0 MEETINGS AND SUBMITTALS

7.1 Meetings

-
- A. Contractor shall participate in two on-site meetings/working sessions as scheduled by the BTR or designee for three-days each at the Hanford site.

7.2 Submittals

No submittals for this scope.

**8.0 DELIVERABLES, PROJECT CONTROLS, MILESTONES, AND
PERFORMANCE SCHEDULE REQUIREMENTS**

Specific deliverables under this contract include the following:

1. Weekly Report - The Contractor shall provide Buyer with a concise Weekly Report identifying work activities performed for the week and, if applicable, any detailed problems or issues in completing assigned work. Weekly Activities Reports shall be submitted via email to the BTR by 10:00 a.m. each week documenting the previous week's activities. Additionally, the Weekly Reports will be submitted as an attachment to each invoice. Submission of Weekly Activities Reports is required until the contract work is completed.
2. Completing up to six (6) monthly EVMS performance and forecast evaluations with support from CPCCo project management personnel
3. Completing up to 26 weekly Contractor Performance Plan (field execution schedule) updates
4. Participating in up to 26 weekly staff meetings.

END OF PART I – STATEMENT OF WORK

PART II – FINANCIAL TERMS

1.0 CONTRACT TYPE

This Contract is a Firm Fixed Price (FFP) contract.

2.0 CONTRACT VALUE

2.1 Fully Funded

The value of this Contract is \$To Be Determined upon award

Unless otherwise specified in the Contract, the labor-hour prices are fully burdened and firm for the duration of the Contract.

3.0 PAYMENT SCHEDULE

To be Determined Upon Award-Offeror may propose milestone payments for review by the buyer. This is not a guarantee of milestone payments.

4.0 PRICING INSTRUCTIONS FOR CHANGE ORDERS/MODIFICATIONS

Buyer reserves the right to request a complete pricing breakdown, including certified or uncertified cost or pricing data as applicable, for any change orders or modifications that have an impact to the established Contract pricing.

5.0 ESTIMATED BILLING

It is mandatory for continued acceptable performance that the Contractor provide monthly, to Buyer's Accounts Payable, the best estimate of the total billable cost (invoiced plus invoiceable) from inception of the Contract through the current fiscal month closing (closing dates specified on the form). This information shall be provided in writing by email (preferred) or mail by the 15th of each month. This data shall be provided for each contract or task order release until all payments are received and each contract or task order release is complete.

Mailing Address: Email: CPCCA@rl.gov

Attn: Accruals
Central Plateau Cleanup Company
PO Box 1464 MSIN A4-03
Richland, WA 99352

The Monthly Contract-to-Date Cost Estimate Form is available for downloading at <https://cpcco.hanford.gov/page.cfm/SubmittalsFormsDocs>. A copy is also available from Buyer on request. or directly from the Contract Specialist.

6.0 INVOICING INSTRUCTIONS

6.1 Contractor Invoices

Invoices submitted to Buyer shall be submitted as follows. Failure to submit a proper and accurate invoice may result in reduction in payment, rejection or delay of the invoice

until the required documentation is provided. Address invoicing requirement questions to the Contract Specialist.

General Requirements

1. Each Contract, Task Order Release and Purchase Order shall be invoiced separately and in a timely manner with respect to the invoiced products or services.
2. The invoice shall clearly & legibly identify the
 - a. Contractor's Name
 - b. Unique Invoice Number
 - c. Contract, Task Order Release and/or Purchase Order Number
 - d. Itemized description of the supplies or service provided
 - e. Amount being billed
 - f. the name and telephone number of a Contractor representative available to respond to questions about the invoice
3. Remittance will only be made to the remittance address on file for the Contractor. Invoices from third parties or with different remittance instructions or addresses will not be processed.
4. An [Authorization for Electronic Funds Transfer \(EFT\) of Invoice Payments](#) shall be on file with Buyer before EFT payments can be made.
5. Invoices will be paid according to the terms and conditions of the Contract *unless* substantiated evidence is obtained claiming Contractor is delinquent in payment to its subcontractors. All future payments may be reduced or suspended by the Contract Specialist until validation is received from the Contractor verifying its subcontractor payments are current.

Contracts for Services

1. Unless otherwise authorized in the Contract, service contracts shall not be invoiced more than once per calendar month.
2. The total amount due for the billing period shall be clearly identified on all invoices (this amount shall be set apart from any cumulative amounts or subtotals).
3. Invoiced amounts, rates, other direct charges or travel shall be specifically defined in the Contract based on the Contract type to be allowable for reimbursement.

Submittal

1. Invoices and supporting documentation may be submitted electronically in a format acceptable to Buyer (preferred).
2. Submit invoices electronically via e-mail to both Buyer's Accounts Payable at the following e-mail address: CPCCAP@rl.gov and (in the same email) to the Contract Specialist.

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- a. The Contractor's name, invoice number, and the Contract and Task Order Release number(s) shall be in the subject line of the e-mail message used to submit an electronic invoice. The suggested format for the subject line is: Contractor Name, Invoice XXXXX, Contract TBD.
 3. Submit hard copy invoices including supporting documentation to Buyer's Accounts Payable organization at the address below.

Attn: Accounts Payable
Central Plateau Cleanup Company
P.O. Box 1464 Mail Stop A4-03
Richland, WA 99352

7.0 FINAL RELEASE AND CLOSEOUT

Contractor, after completion of work and receipt of final payment under this Contract, shall promptly execute and deliver a final release discharging the Buyer, the Government and their officers, agents, and employees of and from all liabilities, obligations and claims arising out of this Contract.

SPECIAL INSTRUCTIONS

7.1 Back Charges

Buyer reserves the right to back charge the Contractor for costs incurred by Buyer that are caused by the Contractor or Contractor's subcontractors in accordance with the Contract General Provisions. In addition to the circumstances described in the General Provisions, the back charge may also result from:

1. Services performed by Buyer, at Contractor's request, which are within Contractor's scope of work under the Contract.
2. Costs sustained by Buyer as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence.
3. Costs incurred by Buyer to fix all defects, deficiencies or errors that appear in the Work during the warranty period.
4. Costs associated with Buyer support costs when work is interrupted by a Contractor-caused delay or equipment failure.

At Buyer's sole discretion and if circumstance allow, Contractor may be offered the opportunity to propose a fix or take mitigating actions to reduce the impact and total back charge. In the event that Contractor fails to take satisfactory action, Contractor's option to mitigate shall be withdrawn and Buyer will take appropriate action to cure the problem and back charge Contractor.

END OF PART II – FINANCIAL TERMS

PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS

1.0 ATTACHMENTS INCORPORATED

The terms, provisions, forms, specifications, documents and attachments listed herein are hereby incorporated into and made a part of this Contract. Contractor is responsible for downloading or obtaining a copy from the Contract Specialist and complying with the applicable documents. Where available, hyperlinks are provided for downloading the referenced document.

2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS

Contractor, by signing this Contract, delivering the supplies, or performing the requirements indicated herein, agrees to comply with all the Contract provisions, terms, forms, attachments, specifications and other documents that this Contract incorporates by reference or attachment. Buyer hereby objects to any provisions inserted into this Contract that are different from or in addition to those set forth by Buyer in the Contract.

3.0 CONTRACT PROVISIONS

Unless specifically replaced or revised in the body of this Contract, the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the Contract.

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. Provisions are posted for downloading at <https://cpcco.hanford.gov/page.cfm/ContractProvisions>. A copy is also available from Buyer on request.

3.1 General Provisions for Commercial Items

Revision 0 dated January 25, 2021

Buyer has designated this action as meeting the requirements for “commercial items” as defined in FAR part 2.101 and 12.501.

3.2 Special Provisions. SP-5 - On Site Services

Revision 1 dated March 16, 2021

3.3 Special Provisions, SP-16 - Representations and Certifications

Revision 0 dated January 25, 2021

Representations and Certifications made by the Contractor as part of the proposal and award process are hereby incorporated by reference into this Contract unless specifically excluded and agreed by Buyer in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said Representations and Certifications.



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END OF PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS

PART IV – SPECIAL TERMS

1.0 ADMINISTRATION

1.1 Term of Contract

The term of this Contract shall commence on Award and shall end on 06/22/2022 unless extended by the parties or unless terminated by other provisions of this Contract.

1.2 Contract Correspondence

Buyer’s Mailing Address:

Attn: Brandis J. Wood
Central Plateau Cleanup Company
PO Box 1464 Mail Stop A4-02
Richland, WA 99352

Buyer’s Street Address:

Attn: Brandis J. Wood
Central Plateau Cleanup Company
825 Jadwin Ave
Richland, WA 99352

1.3 Abnormal or Unusual Situations

In the event that there is an abnormal or unusual situation associated with this Contract work scope, the Contractor is to immediately contact the designated Contract Specialist or designated Buyer’s Technical Representative (BTR). If the Contractor is unable to contact either the Contract Specialist or the BTR, the Contractor is to contact the Buyer Occurrence Notification Center at (509) 376-2900, which is available 24 hours a day, seven days a week, and provide them with: Contract Number, Contract Specialist’s name, BTR’s name and a short summary of the abnormal or unusual situation. If after making contact with Buyer, the Contractor is advised to suspend activities, the Contractor is not to proceed until such direction to proceed has been expressly issued by the Contract Specialist. If there is an emergency situation, the Contractor is to make the appropriate immediate emergency call to 911 or 373-0911 for cell phones and then make the notifications to Buyer as set forth herein.

1.4 Authorized Personnel

Only the following named Contract individuals are authorized to make changes to this document:

Contract Specialist, Brandis J. Wood
Manager, Vickie Clem

1.5 Contractor – Buyer Interface

Buyer and the Contractor will interface only through Buyer’s Contract Specialist for clarifications and questions.

1.6 Other Interfaces

Additional Buyer contacts will be identified at the kickoff meeting.

1.7 Designation of Technical Representative

The designated Buyer’s Technical Representative (BTR) for this contract is:

To be Determined Upon Award

The BTR is responsible for monitoring and providing technical guidance for this Contract and shall be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate oversight of Contractor’s personnel while on site and the interface between Contractor and other Buyer organizations supporting Contract performance.

Authority of the BTR and supporting organizations is limited to providing technical direction within the scope and provisions of this Contract. The BTR may not direct work or authorize any change outside of the written Contract and Contract provisions.

The BTR does not possess any explicit, apparent or implied authority to modify the Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, Contractor shall promptly notify the Contract Specialist in writing. No action outside the scope of the Contract shall be taken until the Contract Specialist makes a determination and/or modifies the Contract.

In no event, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon Buyer unless formalized by proper Contract documents executed by the Contract Specialist.

1.8 Contract Change Request

The Contractor shall submit formal requests for changes to the scope, schedule or cost of this contract using the Contract Change Identification Form. The appropriate portions of the Change Form shall be completed by the Contractor. A red-line mark up of the Statement of Work or Specification showing where the proposed changes fit within the scope shall be attached, if applicable. Change Form numbering shall be left blank and assigned by Buyer upon receipt. Buyer will complete an evaluation, provide a disposition and determine additional actions required, as appropriate. The purpose of the form is to facilitate formal communications.

1.9 Work Schedules and Holiday

NOTICE: Daily work schedules and facility operations are NOT consistent on the Hanford Site. Buyer and some other organizations are working a 4x10 schedule and others observe alternate Friday closures.

Accordingly, Contractor is responsible to understand and plan to support the work schedule required for this specific Contract and/or work location. BEFORE scheduling work on site and/or deliveries, the Contractor shall make specific schedule arrangements with Buyer, BTR, Facility Manager, Delivery Warehouse Manager, Building Manager, etc.

Buyer will not be liable for the cost of any delays, demurrage, layover, extra travel days, etc. which result from Contractor's failure to plan for and obtain specific schedule concurrence in advance.

1.10 Foreign National Notification and Approval

The Contractor, regardless of work location, shall obtain Buyer's approval prior to providing any Foreign National (non-U.S. citizen) access to any Department of Energy (DOE)/Buyer sites, programs, information and technologies under this Contract. Prior approval is also required for Contractor-hosted meetings where Foreign National(s) will be present (in person or virtually). Foreign National requests will be processed in accordance with [DOE Order 142.3A Chg 1 \(MinChg\)](#), *Unclassified Foreign Visits and Assignments Program*, and applicable Hanford Site procedures.

Furthermore, Contractor travel outside the United States for the purpose of performing work under this Contract shall be approved in advance by Buyer. Foreign travel will be reviewed and processed in accordance with [DOE Order 551.1D Chg 2 \(Minor Revision\)](#), *Official Foreign Travel*.

1.11 Service Contract Act of 1965

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in [FAR 22.10](#). In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this Contract, no less than the minimum wage and furnish fringe benefits specified by the SCA or applicable Wage Determination.

The Service Contract Act Wage Determination specifically for this Contract are [posted here](#).

A Directory of Occupations and more information about the Service Contract Act can be found on the [Department of Labor website](#).

2.0 DEFINITIONS

There are no special definitions applicable to this Contract.

3.0 ASSUMPTIONS

There are no special assumptions applicable to this Contract.

END OF PART IV – SPECIAL TERMS



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END OF CONTRACT