



CONTRACT NO: RFP 352850

TITLE: 200 WEST PUMP & TREAT FACILITY  
CHEMICALS

**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:

<< Enter Company Name >>  
<< Enter Street Address >>  
<< Enter City, State Zip Code >>

Contract Specialist: Carl Shaw  
Phone Number: 509-376-5504

Contractor Contact: << Enter Name >>  
Phone Number: << Enter Phone Number >>

Start Date: 11/15/2021  
Contract Type: Firm Fixed Unit Price (FFU)  
Contract Value: \$TBD

End Date: 9/30/2022  
FOB Point: Destination, Hanford WA  
Payment Terms: Net 30

\_\_\_\_\_  
Central Plateau Cleanup Company (Buyer)

\_\_\_\_\_  
Contractor Authorized Signature

Carl Shaw, Contract Specialist  
Printed Name, Title

\_\_\_\_\_, \_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date Signed

509-376-5504  
Phone Number

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Phone Number

**TABLE OF CONTENTS**

PART I – STATEMENT OF WORK ..... 4

PART II – FINANCIAL TERMS..... 5

    1.0 CONTRACT TYPE..... 5

    2.0 CONTRACT VALUE..... 5

        2.1 Fully Funded..... 5

        2.2 Estimated Cost of Contract..... 5

    3.0 PAYMENT SCHEDULE..... 5

    4.0 PRICING INSTRUCTIONS FOR CHANGE  
        ORDERS/MODIFICATIONS ..... 6

    5.0 ESTIMATED BILLING ..... 6

    6.0 INVOICING INSTRUCTIONS ..... 7

        6.1 Contractor Invoices..... 7

    7.0 FINAL RELEASE AND CLOSEOUT ..... 8

    8.0 SPECIAL INSTRUCTIONS..... 8

        8.1 Back Charges..... 8

        8.2 Work Hours ..... 9

PART III – GENERAL TERMS, CONTRACT PROVISIONS & ATTACHMENTS..... 10

    1.0 ATTACHMENTS INCORPORATED ..... 10

    2.0 ACCEPTANCE OF PROVISIONS, TERMS AND CONDITIONS..... 10

    3.0 CONTRACT PROVISIONS..... 10

        3.1 General Provisions (for Non-Commercial Items)..... 10

        3.2 General Provisions for Commercial Items ..... 10

        3.3 Special Provisions. SP-5 - On Site Services..... 10

        3.4 Subcontracting Plan ..... 11

        3.5 Special Provisions, SP-13 - General Transportation Instructions..... 11

        3.6 Special Provisions, SP-14 - Hazardous Waste Transportation  
            and Disposal ..... 11

        3.7 Special Provisions, SP-16 - Representations and Certifications ..... 11

PART IV – SPECIAL TERMS ..... 12

    1.0 ADMINISTRATION ..... 12

        1.1 Term of Contract ..... 12

        1.2 Option to Extend the Term of the Contract ..... 12

        1.3 Contract Correspondence..... 12

        1.4 Abnormal or Unusual Situations ..... 12

        1.5 Authorized Personnel..... 13

        1.6 Contractor – Buyer Interface ..... 13

        1.7 Other Interfaces ..... 13

        1.8 Designation of Technical Representative ..... 13

        1.9 Packing List ..... 14

        1.10 Package Identification..... 14

        1.11 Contractor Submittals ..... 14

        1.12 Document Transmittals..... 14



CONTRACT NO: RFP 352850

**TITLE: 200 WEST PUMP & TREAT FACILTY  
CHEMICALS**

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1.13	Requests for Clarification or Information.....	15
1.14	Contract Change Request .....	15
1.15	Work Schedules and Holiday .....	15
1.16	Foreign National Notification and Approval.....	15
1.17	Service Contract Act of 1965 .....	16
2.0	DEFINITIONS.....	16
3.0	ASSUMPTIONS.....	16
	END OF CONTRACT .....	16



**CONTRACT NO: RFP 352850**

**TITLE: 200 WEST PUMP & TREAT FACILTY  
CHEMICALS**

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**PART I – STATEMENT OF WORK**

See Attachment No. 1 – RFP 352850 – Statement of Work

**END OF PART I – STATEMENT OF WORK**



**PART II – FINANCIAL TERMS**

**1.0 CONTRACT TYPE**

This Contract is a Firm Fixed Unit Price (FFU) contract.

**2.0 CONTRACT VALUE**

**2.1 Fully Funded**

The estimated value of this Contract is a not to exceed ceiling of \$TBD including fee and applicable taxes.

Unless otherwise specified in the Contract, the Fixed Unit Prices are fully burdened and firm for the duration of the Contract.

**2.2 Estimated Cost of Contract**

The estimated value for this Contract is as stated above. The Contractor shall not exceed this amount without specific written authorization from Buyer. The Contractor shall notify the cognizant Contract Specialist in writing when the Contractor reaches 75% of the current estimated value.

**3.0 PAYMENT SCHEDULE**

Delivery needs will be coordinated between Buyer and Contractor as prescribed in Part I – Statement of Work. Contractor will be paid for quantities delivered in accordance with the below pricing schedule. Estimated annual quantities are reflected in RFP 352850 Attachment 2, Pricing Sheet and will be the basis for establishing this contract’s estimated ceiling value.

Item Number	Chemical	Solution Strength	Ship Container Type	Unit Price (Gallon) - Base Period (Award - 9/30/22)	Unit Price (Gallon) - Option Year No. 1 (10/1/22 - 9/30/23)	Unit Price (Gallon) - Option Year No. 2 (10/1/23 - 9/30/24)	Unit Price (Gallon) - Option Year No. 3 (10/1/24 - 9/30/25)
1	AntiScalant 3DT120	100%	Tote	\$ -	\$ -	\$ -	\$ -
2	Citric Acid	50%	Tote	\$ -	\$ -	\$ -	\$ -
3	Sodium Hypochlorite	13%	Tote	\$ -	\$ -	\$ -	\$ -
4	Sulfuric Acid*	93%	Tank	*See Table Below	*See Table Below	*See Table Below	*See Table Below
5	Heavy Duty 275 gal Tote (quantity 1-9)	N/A	Tote	\$ -	\$ -	\$ -	\$ -
6	Heavy Duty 275 gal Tote	N/A	Tote	\$ -	\$ -	\$ -	\$ -



**TITLE: 200 WEST PUMP & TREAT FACILITY  
CHEMICALS**

	(quantity 10-20)							
7	Tote Delivery/Freight Charge	N/A	Tote	\$ -	\$ -	\$ -	\$ -	\$ -
8	Sample Testing	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
9	Chemical Disposal Category 1 (Citric Acid, Sodium Hypochlorite, Antiscalant 3DT120)	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -
10	Chemical Disposal Category 2	N/A	N/A	\$ -	\$ -	\$ -	\$ -	\$ -

<b>*Sulfuric Acid Tiered Pricing Scale</b>				
<b>Gallons per Delivery</b>	<b>Unit Price (Gallon) - Base Period (Award - 9/30/22)</b>	<b>Unit Price (Gallon) - Option Year No. 1 (10/1/22 - 9/30/23)</b>	<b>Unit Price (Gallon) - Option Year No. 2 (10/1/23 - 9/30/24)</b>	<b>Unit Price (Gallon) - Option Year No. 3 (10/1/24 - 9/30/25)</b>
3,000-3,500	\$ -	\$ -	\$ -	\$ -
2,500 – 2,999	\$ -	\$ -	\$ -	\$ -
2,000 – 2,499	\$ -	\$ -	\$ -	\$ -
1,500 – 1,999	\$ -	\$ -	\$ -	\$ -
1,000 – 1,499	\$ -	\$ -	\$ -	\$ -
500 – 999	\$ -	\$ -	\$ -	\$ -

- Prices are all inclusive (including but not limited to training, travel, loading, unloading, chemical analysis, production of SDS Documents)

**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 15<sup>th</sup> 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](mailto: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

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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](mailto:CPCCAP@rl.gov) and (in the same email) to the Contract Specialist.
  - 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 RFP 352850.
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.

**8.0 SPECIAL INSTRUCTIONS**

**8.1 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:



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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.

## **8.2 Work Hours**

Contractor personnel providing professional and staff augmentation support under this Contract are expected to work the hours necessary to accomplish the task, which may require them to work beyond the base work hours. This shall be taken into consideration when identifying job position and salary levels.

## **END OF PART II – FINANCIAL TERMS**

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**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.

Note: Only one (1) of the below listed “General Provisions” will be included in a resulting contract, depending on the determination of whether the products/services being provided meet the definition of commercial items (Refer to RFP Section 3.3, Bullet 2, Commercial Item Determination).

**3.1 General Provisions (for Non-Commercial Items)**

Revision 0 dated January 25, 2021

**3.2 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.

**3.3 Special Provisions. SP-5 - On Site Services**

Revision 1 dated March 16, 2021

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**3.4 Subcontracting Plan**

The subcontracting plan submitted by the Contractor and accepted by Buyer is hereby incorporated in to this Contract. Contractor is obligated to comply in good faith with the commitments made in the subcontracting plan unless an alternate plan is proposed and accepted by modification to this Contract. Buyer is under no obligation to accept an alternate proposal.

**3.5 Special Provisions, SP-13 - General Transportation Instructions**

Revision 0 dated January 25, 2021

**3.6 Special Provisions, SP-14 - Hazardous Waste Transportation and Disposal**

Revision 0 dated January 25, 2021

**3.7 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.

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

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## **PART IV – SPECIAL TERMS**

### **1.0 ADMINISTRATION**

#### **1.1 Term of Contract**

The term of this Contract shall commence on 11/15/2021 and shall end on 9/30/2022 unless extended by the parties or unless terminated by other provisions of this Contract.

#### **1.2 Option to Extend the Term of the Contract**

This Contract includes the option(s) to extend the term identified herein. The Contract Specialist retains the sole right to exercise the option(s) included in this Contract. The inclusion of the option(s) does not represent a commitment, financial or otherwise, on the part of Buyer to exercise any or all of the option(s) to extend the Contract beyond the end date specified by the Contract or most current Contract amendment. The total period of performance of the Contract includes the base period plus the optional period(s) that may be exercised by Buyer. Buyer will exercise the option(s) by providing thirty (30) day written notice to the Contractor prior to expiration of the Contractor's current period of performance. Lacking written notice by Buyer, the option(s) will expire with the Contract.

Optional Periods of Performance:

10/1/22 - 9/30/23

10/1/23 - 9/30/24

10/1/24 – 9/30/25

#### **1.3 Contract Correspondence**

##### **Buyer's Mailing Address:**

Attn: Carl Shaw  
Central Plateau Cleanup Company  
PO Box 1464 Mail Stop A4-02  
Richland, WA 99352

##### **Buyer's Street Address:**

Attn: Carl Shaw  
Central Plateau Cleanup Company  
825 Jadwin Ave Room 428  
Richland, WA 99352

#### **1.4 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

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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.

**1.5 Authorized Personnel**

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

Contract Specialist, Carl Shaw

Manager, Daryl (DJ) Wuennecke

**1.6 Contractor – Buyer Interface**

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

**1.7 Other Interfaces**

Additional Buyer contacts will be identified at the kickoff meeting.

**1.8 Designation of Technical Representative**

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

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.

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## 1.9 Packing List

Contractor shall enclose a packing list with each shipment referencing:

1. Name of Contractor
2. Contract number and item number
3. Date of Contract
4. Itemized list of supplies or services furnished
5. Quantity of each item
6. Date of delivery or shipment
7. Stock number (if applicable)

## 1.10 Package Identification

All envelopes, boxes or packages shipped to Buyer in performance of this Contract shall be clearly marked with the Contract number.

## 1.11 Contractor Submittals

The Contractor submittals identified herein on the Submittal Register shall be submitted by the Contractor using the Contractor Document Submittal Form (CDSF.) Instructions for completion of the CDSF are included with the form. The quantity, frequency and type of submittal shall agree with the requirements set forth on the Submittal Register. A Submittal Number, entered on the CDSF by the Contractor in accordance with the submittal register, shall be used to identify each submittal. Engineering controlled Vendor Information (VI) content shall be identified on the CDSF when indicated on the Submittal Register. CDSF forms may be copied for submittals with different submittal dates. When any submission is returned to the Contractor with a request for resubmission (i.e., marked as: “B” and “Resubmit – Yes”; or “C” Revise and Resubmit) the Contractor shall resubmit all corrected documents within the time specified on the resubmission notice or if no time is specified therein within ten (10) working days from the disposition date. New submittals shall require the Contractor to contact Buyer if additional Submittal Numbers are required.

Changes to a Contractor’s deliverables, that have not been accepted by Buyer as complete shall be re-submitted using the CDSF form and in accordance with a Contractor’s Buyer-approved Quality Assurance and/or Engineering Program.

## 1.12 Document Transmittals

The Contractor shall utilize a document transmittal system for the exchange of data and information during the performance of work under this Contract. The transmittal shall contain:

1. A unique identification number,
2. A brief identification of the document(s) including revisions,
3. The date of the transmittal,

- 
4. Purpose of the transmittal, including required action (if any),
  5. Signature of supplier representative, and
  6. Means or provisions for receipt acknowledgement by Buyer.

### **1.13 Requests for Clarification or Information**

Where necessary, the Contractor may elect to submit formal requests for Clarification or Information as necessary to obtain technical clarifications using the Request for Clarification or Information (RCI) Form. The inquiry portion of the RCI Form shall be completed by the Contractor, including a determination of priority and an identification of schedule delay with the issue, if applicable. RCI Form numbering shall be left blank and assigned by Buyer upon receipt. Buyer will complete an evaluation, and provide a disposition and determine additional actions required, when appropriate. The purpose of the form is to facilitate formal communications when necessary.

### **1.14 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.

### **1.15 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.

### **1.16 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



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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*.

### **1.17 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**

**END OF CONTRACT**