

<u>ITEM</u>	<u>SUBJECT</u>	<u>DISCUSSED</u>
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2. SUBCONTRACT FORMAT

Section

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|----|--|-------|
| A. | The Award Form – Specifications & other requirements | _____ |
| B. | Special subcontract requirements | _____ |
| C. | SAIC-F Standard Terms and Conditions | _____ |
| D. | Fixed Price Construction Clauses | _____ |
| E. | Representations and Certifications | _____ |
| F. | Solicitation Instructions and Provisions | _____ |

3. SUBMISSIONS – SUBMITTALS – CORRESPONDENCE

To the Contract Administrator or COTR, as indicated below, with a copy to the other (less bulky attachments to cover letters)

a. Originals to the Contract Administrator – copy to the COTR:

- | | | |
|-----|---|-------|
| (1) | All insurance certificates – promptly as required | _____ |
| (2) | Listing of all lower tier subcontractors performing site work | _____ |
| (3) | Any formal modifications to the subcontract specifications, or subcontract provisions including no-cost substitutions | _____ |
| (4) | Statement and Acknowledgment, SF 1413, for each subcontract (FAR 52.222-11) | _____ |
| (5) | Any proposals for price increases, changes to completion dates, or other terms and conditions responding to SAIC-F requests | _____ |
| (6) | Questions of subcontract interpretation (excluding routine drawing and specification interpretation) | _____ |
| (7) | Information of anticipated or actual performance problems | _____ |

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	(8) Any failure of SAIC-F to meet its subcontract requirements	_____
b.	Originals to the COTR – copy to the Contract Administrator	
	(1) Construction schedule within ten (10) days of Notice to Proceed	_____
	(2) Chemical Usage Sheet and MSDSs	_____
	(3) Submittals – drawing, product data, color selections, etc., within specifications and as per Submittal Register	_____
	(4) Routine correspondence regarding site utilization, construction phasing, and technical compliance and performance	_____
	(5) Red Lines- one (1) set of drawings kept current for A&E and Contract Administrator reference	_____
	(6) Daily Reports	_____
	(7) RFI's	_____
4.	SUBCONTRACT PERFORMANCE	
a.	Commencement date _____/_____/_____ Substantial Completion date: _____/_____/_____	_____
b.	Liquidation Damages (if provided for). \$____.00 per day	_____
c.	Full-time superintendence required	_____
5.	PROGRESS SCHEDULE	
a.	Submission for Approval	_____
b.	Items to be included	_____
c.	Compliance with Progress Schedule and action by Contracting Officer if Contractor fails to maintain progress (See General Provision 52.236-15)	_____
d.	Progress Meetings	_____

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6.	JOB SITE SAFETY AND HEALTH	
a.	Asbestos	
	(1) Specification – contract requirements	_____
	(2) Asbestos not evident from pre-bid site investigation	_____
b.	Executive Order 12969	
	(1) Pollution prevention and Right to Know information (FAR 52.223-5)	_____
c.	Tobacco Free Workplace	
	(1) All forms of tobacco	_____
	(2) Designated areas	_____
d.	Safety	
	(1) Compliance with OSHA 1926 and CFR Part 1910	_____
	(2) Fire prevention and protection requirements	_____
	(3) Hot Work Permit	_____
	(4) Notification in the event of injuries	_____
	(5) Site Safety and Health Plan	_____
	(6) Safety Information for Contractors	_____
e.	Post Security	
	(1) Vehicle access, parking privately owned vehicles and compliance with the Fort Detrick installation policies	_____
	(2) Employee access and issuance of identification badges	_____

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(3)	Risk of loss or damage to contractor-owned equipment, or materials on the job site is solely that of the subcontractor	_____
f.	Information Technology (IT) Security	
(1)	NIH Computer Security Awareness Training	_____
7.	COTR RESPONSIBILITIES	
	See Contract Section H	
a.	Co-ordination of on site activities made directly with COTR	_____
b.	Tests/certifications required by the subcontract (as applicable)	_____
c.	Final inspection and acceptance	_____
d.	Right to reject defective material or workmanship	_____
e.	Not authorized to change any provision of the contract	_____
f.	Presence or absence of inspector shall not relieve contractor from requirements of contract	_____
g.	Specifications govern when a difference exists between drawings and specifications	_____
8.	CHANGES TO THE CONTRACT	
a.	The Contracting Officer may unilaterally make changes within the general scope of the subcontract (Change Orders).	_____
b.	All cost proposals submitted by the subcontractor in response to an RFP must be done within five (5) days after issuance of the written RFP.	_____
c.	Changes which are outside the general scope of work called for by the subcontract can be made only by mutual agreement (Supplemental Agreement).	_____
d.	Change Orders and Supplemental Agreements may result in an equitable adjustment in subcontract price, change in performance period, or both.	_____

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9.	ADDITIONAL BONDING Additional performance and/or payment bond protection, in the form of additional bonds or increases in the penal sums of existing bonds may be required in the event of a subcontract price increase.	_____
10.	PAYMENTS	
a.	Invoices are to be provided directly to the Contractor Administrator (three (3) copies)	_____
b.	A certification of payment to lower tier subcontractors is required with each progress invoice, and a formal release is required before final payment. Copies are available from the Contract Administrator.	_____
c.	Progress payments, if applicable to the subcontract, will be made periodically on the basis of percentage of work <u>completed</u> by the subcontractor.	_____
d.	Retained percentage	_____
11.	LABOR STANDARDS PROVISIONS – SOME SIGNIFICANT REQUIREMENTS	
a.	Contract Work Hours and Safety Standards Act – Overtime Compensation (40 USC 327-333).	
(1)	No laborer or mechanic working under the subcontract will be required or permitted to work more than forty (40) hours in any given work week, unless paid for additional hours at not less than 1-1/2 times the basic rate of pay.	_____
(2)	No requirement exists to pay overtime for hours worked in excess of eight (8) hours per day as long as the total number of hours for the week does not exceed forty (40).	_____
b.	Copeland Anti-Kickback Act (18 USC 847 and 40 USC 276a)	
(1)	Unlawful to induce, either by force, intimidation, or threat, any person employed under this subcontract to give up any entitled compensation.	_____

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	(2) The subcontractor <u>and each lower tier subcontractor</u> must furnish a weekly statement of compliance with respect to the wages paid each employee during the preceding week. (The statement is printed on the back of most weekly payroll sheets. <u>(It must be signed.)</u>)	_____
c.	Davis-Bacon Act (40 USC 276a-7)	
	(1) Provides that no laborer or mechanic employed directly upon the site of work under a Government, or Government-funded, contract will receive less than the prevailing wage rates as determined by the Secretary of Labor.	_____
	(2) Laborers and mechanics will be paid unconditionally and not less often than once per week.	_____
d.	Other Labor Standards Requirements	
	(1) Apprentices and trainees must be individually registered in a bona-fide program recognized by the U.S. Department of Labor.	_____
	(2) Wage rates must be posted on the job site.	_____
	(3) Weekly or bi-weekly submission of payrolls including subs	_____
	(4) Payrolls and basic records relating to wages paid under the contract must be retained and preserved by the contractor for a period of three (3) years after subcontract completion.	_____
	(5) Equal Employment Opportunity and Davis-Bacon posters must be displayed at the job site.	_____
	(6) Employee interviews by Contracting Officer	_____
	(7) Violation of any portion of the Labor Standards Provisions may result in:	
	(a) Termination for Default	_____
	(b) Withholding of payments under the subcontract	_____
	(c) Debarment or suspension from future Government contracts	_____

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	(d) Assessment of liquidated damages in the amount of \$10.00 per day per violation	_____
12.	STORAGE/LAY DOWN AREAS	
	a. Location	_____
	b. Temporary buildings	_____
13.	OTHER CONTRACTS	
	a. Co-operation with other contractors and government employees	_____
	b. Use of roads and utilities	_____
	c. Co-ordination between subcontractors and contractors	_____
14.	SUBCONTRACTORS	
	a. Percentage items of work performed by Prime Contractor's own forces	_____
	b. Contractual relations between subcontractors and government	_____
15.	SAIC-F FURNISHED PROPERTY AND SALVAGED MATERIAL See Specification Section 01740	
	a. Delivery, inventory, and acceptance	_____
	b. Storage and protection	_____
	c. Salvage Material – serviceable or unserviceable	_____
16.	NOTICE OF DELAYS	
	a. Notice to Contracting Officer of actual and potential labor disputes	_____
	b. Other actual and potential delays	_____
17.	CONTRACTOR PERFORMANCE EVALUATION	
	a. Periodic assessments for onsite members given at progress meetings	_____
	b. Interim with copy to subcontractor's corporate office	_____

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	c. Final to subcontractor's corporate office	_____
	d. Future selection information	_____
	e. Retention	_____
18.	CLEAN-UP	_____
19.	OTHER IMPORTANT AND SPECIAL REQUIREMENTS	
	_____	_____
	_____	_____

The items checked above have been explained to me, and I am fully aware of my responsibilities in the performance of this subcontract.

SUBCONTRACTOR: _____ DATE: _____