

**DESIGN-BUILD OF NEW BUILDING FOR THE BOISE SERVICE SUPPORT CENTER  
AT BOISE, IDAHO**

**DESIGN-BUILD SUBCONTRACT**

**RFO # ANT-3525-00**

**IN SUPPORT OF  
FAA TECHNICAL SUPPORT SERVICES CONTRACT 4, T4  
FAA CONTRACT NO. DTFAWA-12-C-00064**

**PROPOSAL CLOSE DATE: TUESDAY, OCTOBER 26, 2021  
3:00 PM EASTERN TIME**

**Prepared by:**

**PTSI Managed Services Inc.**

**National Technical**

**MAGNITUDE OF CONSTRUCTION:  
Between \$1,000,000 and \$5,000,000**

<b>Section A SOLICITATION, OFFER AND AWARD</b>	2. THIS SUBCONTRACT IS A RATED ORDER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	2A. RATING n/a	3. PAGE OF 0	<b>50</b>
----------------------------------------------------	-------------------------------------------------------------------------------------------------------------	-------------------	-----------------	-----------

4. CONTRACT NO. NT.21.49097	5. SOLICITATION NO. ANT-3525-00	5A. WR # ANT-35125	6. TYPE OF SOLICITATION <input type="checkbox"/> NEGOTIATED <input checked="" type="checkbox"/> LPTA	7. DATE ISSUED 9/24/2021	8. REQUISITION NO. <b>T4.NT.2021.398</b>
--------------------------------	------------------------------------	--------------------	------------------------------------------------------------------------------------------------------------	-----------------------------	---------------------------------------------

9. ISSUED BY <b>PTSI Managed Services Inc. PTSI Managed Services Inc. 955 L'Enfant Plaza North SW Suite 6100 Washington DC, 20024</b>	10. NOTICE Document subject to U.S. Export Control Laws and Regulations: U.S. citizens or lawful permanent residents with a need to know may access. Permitting access to a foreign person, whether employed in the U.S. or otherwise, may constitute export of controlled technical data. Failure to determine if a U.S. Government license is required prior to access can constitute a violation of U.S. law. Any supplier, subcontractor, or other person or entity who receives this document is responsible for complying with U.S. export control laws.
----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. CONTRACT TYPE Firm Fixed Price (FFP)	12. PROJECT DESCRIPTION Design-Build of new building For The Boise Service Support Center, Boise, ID related to FAA Contract No. DTFAWA-12-C-00064	12A. NAICS CODE(S) ASSIGNED TO THIS SUBCONTRACT 236220,236210,238210
---------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------

13. SEE SOLICITATION SECTION L REGARDING LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS. OFFERS ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS SOLICITATION. OFFERS ARE DUE BY 3:00 PM EASTERN TIME ON 10/26/2021. POST OFFERS TO THE SECURED FAA WEBSITE LISTED BELOW.  
<https://ksn2.faa.gov/tssc/CM/FA/Proc/RFO/2231/default.aspx>

14. FOR INFORMATION ONLY CONTACT >	14A. NAME <b>Aster Seghit</b>	14B. TELEPHONE NO. (NO COLLECT CALLS) <b>202-579-8849</b>	14c. EMAIL ADDRESS <b>Aster.ctr.Seghit@FAA.Gov</b>
------------------------------------	----------------------------------	--------------------------------------------------------------	-------------------------------------------------------

15. TABLE OF CONTENTS							
(X)	SE	DESCRIPTION	PAGE(S) #	(X)	SE	DESCRIPTION	PAGE(S) #
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	0	X	I	CONTRACT CLAUSES	28-38
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	1-5	X	J	LIST OF ATTACHMENTS	39-40
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7-10	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.	41
X	F	DELIVERIES OR PERFORMANCE	11	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	42-44
X	G	CONTRACT ADMINISTRATION DATA	12-18	X	M	EVALUATION FACTORS FOR AWARD	45-46
X	H	SPECIAL CONTRACT REQUIREMENTS	19-27				

**OFFER (Must be fully completed by offeror)**

16. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the SOLICITATION and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

17. OFFEROR INFORMATION	17A. NAME: 17B. OFFEROR ADDRESS:	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER 18A. NAME: 18B. TITLE:
19. OFFEROR POINT OF CONTACT 19A. NAME: 19B. TITLE:	20. OFFEROR POINT OF CONTACT 20A. EMAIL: 20B. TELEPHONE:	21. SIGNATURE
		22. DATE

**AWARD (To be completed by Parsons)**

23. SUBCONTRACT AMOUNT	24. Subcontract Completion Date
<input type="checkbox"/> 25. NEGOTIATED AGREEMENT (Subcontractor is required to sign this document and return two copies to the issuing office). SUBCONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS OR PERFORM ALL WORK REQUIREMENTS AS SET FORTH IN THIS SUBCONTRACT. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT SHALL BE GOVERNED BY (A) THIS SUBCONTRACT AWARD, (B) THE SUBCONTRACT, AND (C) THE CLAUSES, REPRESENTATIONS, CERTIFICATIONS, AND SPECIFICATIONS INCORPORATED BY REFERENCE OR ATTACHED TO THIS SUBCONTRACT.	<input checked="" type="checkbox"/> 26. AWARD (Subcontractor is not required to sign this document). YOUR OFFER FOR THIS SOLICITATION IS HEREBY ACCEPTED AS IDENTIFIED ON THE PROPOSAL AND PRICING FORM AND OTHER ATTACHMENTS INCLUDED IN THIS SUBCONTRACT. THIS AWARD CONSUMMATES THE SUBCONTRACT, WHICH CONSISTS OF (A) THIS SOLICITATION AND YOUR OFFER, (B) THIS SUBCONTRACT AWARD. NO FURTHER CONTRACTUAL DOCUMENT IS NECESSARY.
27. ADMINISTERED BY (If other than Item 14)	28. INVOICES MUST BE POSTED ON THE SECURED FAA WEBSITE LISTED BELOW. <a href="https://ksn2.faa.gov/tssc/CM/FA/Proc/Invoice/default.aspx">https://ksn2.faa.gov/tssc/CM/FA/Proc/Invoice/default.aspx</a>
29. NAME OF SUBCONTRACT ADMINISTRATOR (Type or print)  Aster Seghit	30. SUBCONTRACT ADMINISTRATOR SIGNATURE  <i>(Signature of Subcontract Administrator)</i>
	31. SUBCONTRACT EFFECTIVE DATE:

**TABLE OF CONTENTS**

**SOLICITATION COVER PAGE**.....

**Section A i**

**SOLICITATION, OFFER AND AWARD**.....**i**

T4 SF-33 Form rev02 02/2015 ..... i

**PART I -- SECTION B** ..... **1**

B.1 Services to be Acquired ..... 1

B.2 Type of Contract ..... 1

B.3 Level of Effort to be Ordered ..... 1

B.4 Subcontract Amount ..... 1

B.5 Modifications to the Subcontract ..... 1

**PART I -- SECTION C** ..... **2**

C.1 General Work Description, Interpretation and Intent ..... 2

C.2 Major Items of Work ..... 2

C.3 Wage Determinations Applicable to this Subcontract ..... 4

C.4 Facility Specific Requirements Security, Badging, Permits, and Airport Insurance ..... 4

C.5 Safety and Health ..... 5

C.6 State and Local Taxes ..... 5

C.7 Key Personnel and Facilities ..... 5

**PART I -- SECTION D**..... **6**

D.1 Preservation, Packing, and Packaging ..... 6

D.2 Marking ..... 6

D.3 Transportation/Shipping ..... 6

D.4 Risk of Loss ..... 6

**PART I -- SECTION E** ..... **7**

E.1 Material and Workmanship ..... 7

E.2 Site Investigations and Conditions Affecting the Work ..... 7

E.3 Inspection of Construction ..... 7

E.4 Inspection -- Dismantling, Demolition, or Removal of Improvements ..... 8

E.5 Acceptance ..... 8

E.6 Use and Possession Prior to Completion ..... 9

E.7 Warranties ..... 9

E.8 Warranty Requirements ..... 10

**PART I -- SECTION F**..... **11**

F.1 Notice to Proceed ..... 11

F.2 Limitations on Subcontracting ..... 11

F.3 Place(s) of Performance ..... 11

F.4 Performance Time ..... 11

F.5 Notice of Delay ..... 11

F.6 Parsons Authorized Individuals ..... 11

**PART I -- SECTION G**..... **12**

G.1 Construction Schedule ..... 12

G.2 Schedule of Values ..... 12

G.3 Payment Procedures ..... 12

G.4 Defective Work ..... 14

G.5 Differing Site Conditions ..... 15

G.6 Changes and Extra Work ..... 15

G.7 Proposals for Subcontract Modifications ..... 16

G.8 Variation in Estimated Quantities ..... 18

G.9 Change Order Authorization ..... 18

**PART I -- SECTION H**..... **19**

H.1 Definitions ..... 19

H.2 Independent Contractor ..... 20

H.3 Access to Government Facilities ..... 20

H.4 Facility Protection ..... 21

H.5	Security Badging .....	21
H.6	Subcontractor FAA Security Clearance.....	22
H.7	Supervision and Work Force .....	22
H.8	Risk Management Plan for Quality and Safety.....	22
H.9	Other Contracts.....	23
H.10	Foreign Nationals as Subcontractor Employees .....	23
H.11	<b>Bonds</b> .....	23
H.12	Insurance.....	24
H.13	Special Insurance <b>Requirements</b> .....	25
H.14	Permits, Licenses, Taxes, and Responsibilities.....	25
H.15	Indemnification.....	25
H.16	Notices and Invoicing.....	26
H.17	Liens, Encumbrances, and Claims .....	26
H.18	FAA’s KSN Website Application.....	26
H.19	Post Award Evaluation of Subcontractor Performance .....	26
H.20	Contract Interpretation (Notice of Ambiguities).....	27
H.21	Dismantling and Demolition of Property.....	27
<b>PART II - SECTION I</b>	<b>.....</b>	<b>28</b>
I.1	Referenced Terms and Conditions.....	28
I.2	Confidentiality of Data and Information.....	29
I.3	Confidentiality of all Drawings, Specifications, and Plans.....	30
I.4	Personal Services/Inherently Governmental Actions.....	30
I.5	Assignment and Lower Tier Subcontracts .....	31
I.6	Accident Prevention.....	31
I.7	Safety and Health.....	31
<b>I.8</b>	<b>Standard of Care</b> .....	<b>32</b>
I.9	Notice of Third Party Claims Against the Subcontractor .....	32
I.10	Release of News Information .....	32
I.11	Rights, Remedies and Waiver.....	32
I.12	Severability.....	33
I.13	Bankruptcy.....	33
I.14	Termination for Convenience .....	33
I.15	Termination for Default (Cause).....	33
I.16	Subcontractor’s Rights and Obligations upon Termination .....	34
I.17	Suspension of Work.....	34
I.18	Delays and Force Majeure .....	35
I.19	Disputes .....	35
I.20	Governing Law .....	36
I.21	Choice of Forum.....	36
I.22	Contract Documents .....	36
I.23	Right of Work Product.....	36
I.24	Entire Agreement.....	37
I.25	Foreign Corrupt Practices Act And Trade Compliance Requirements .....	37
I.26	Anti-Bribery.....	38
<b>PART III -- SECTION J</b>	<b>.....</b>	<b>39</b>
J.1	Required Proposal Submittal Forms .....	39
J.2	Specifications and Drawings .....	39
J.3	Section K Forms .....	39
J.4	Information Available to Offerors .....	39
J.6	Clauses Incorporated by Reference .....	40
J.7	Subcontract Administration Forms .....	40
<b>PART IV -- SECTION K</b>	<b>.....</b>	<b>41</b>
K.1.	Representations and Certifications .....	41
<b>PART IV -- SECTION L</b>	<b>.....</b>	<b>42</b>
L.1	Title of the Solicitation .....	42
L.2	General Information.....	42

L.3	Preliminary Schedule – For Information Only .....	42
L.4	Point of Contact .....	42
L.5	Transmission of Offers and Modifications to Offers .....	43
L.6	Source Selection Process .....	43
L.7	Prospective Subcontractor Responsibility Determination .....	43
L.8	Time, Date, Place, and Submission of Proposals.....	43
L.9	Offer Acceptance Period.....	44
L.10	Number of Awards .....	44
L.11	Discussions with Offerors.....	44
L.12	Information of Award and Disposition of Electronic Proposals .....	44
L.13	Required Proposal Solicitation Forms (See Section J.1) .....	44
<b>PART IV</b>	<b>-- SECTION M .....</b>	<b>45</b>
M.1	General.....	45
M.2	Evaluation Criteria.....	45
M.3	Primary Criteria .....	45
M.4	Other Considerations Affecting Proposal Submissions .....	46

**PART I -- SECTION B**  
**SUPPLIES/SERVICES AND PRICE/COST**

**B.1 Services to be Acquired**

“Subcontractor” or “Design Builder” will furnish the necessary management and personnel to provide the services described in Section C of this Subcontract (“the Services”) to **PTSI Managed Services Inc.** (“Contractor”, “Parsons”, or “PTSI”), in support of Parsons’ Prime Contract with the **Federal Aviation Administration** (“FAA” or “Client” or “Government”), **Contract No. DTFAWA-12-C-00064, Technical Support Services Contract, T4 (“T4” or “TSSC” or “Contract”).**

**B.2 Type of Contract**

This is a Design-Build Subcontract issued on a Firm-Fixed-Price basis for the work described in Section C, Statement of Work, and in the attachments to this Subcontract in Section J.

**B.3 Level of Effort to be Ordered**

1. The Subcontractor shall furnish and make available all professional, technical, and support labor, management, services, supplies, and materials, and equipment required to accomplish the requirements set forth in Section C, Statement of Work, and elsewhere in this Subcontract, for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, and/or construction of the FAA facilities and equipment associated with this Subcontract. The Subcontractor is not authorized to expend any effort until receipt of a Notice of Award and fully executed Subcontract. Commencement of construction will be authorized by issuance of a Notice to Proceed.
2. Design-Builder shall perform all design and construction services, and provide all material, equipment, tools, and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents. Design Builder agrees to do additional Work arising from changes and extra work ordered by the Contractor pursuant to sub-section G.6 of the Subcontract.
3. The Work will be performed in Phases identified as follows: Phase 1 -- Design Development Documents; Phase 2 -- Construction Documents; and, Phase 3 -- Construction. The Contractor reserves the right to fast-track certain portions of the work so it is possible (for example) that construction could commence on specific portions of the work under Phase 3 before final completion of Phases 1 or 2.
4. The Contractor may exercise its option for performance of the Work under Phases 2 and 3 by providing a written Notice to Proceed to the Design Builder for performance under either, both, or portions of the Phases. The Option for Phase 2 must be exercised no later than 30 days after the expiration of Phase 1 or the acceptance by the Contractor of the Design Development Documents under Phase 1, whichever is later. The Option for Phase 3 may be exercised not later than 30 days after the expiration of Phase 2 or the acceptance by the Contractor of the Construction Documents under Phase 2, whichever is later. If Design Builder has complied with all other terms of the Subcontract and the Contractor fails to exercise its Option for Phase 3 by such calculated date, the Design Builder agrees that a time extension will be its sole and complete remedy for any damage or loss incurred as a result of the delay in exercising said Option for Phase 3.

**B.4 Subcontract Amount**

This Subcontract Total Amount is based on the Subcontractor’s offer as accepted by Parsons and indicated in Subcontract Section A, block 23 (T4 SF-33 Form).

**B.5 Modifications to the Subcontract**

No waiver, unilateral or bilateral modification of any portion of this Subcontract shall be binding upon either party unless specifically authorized in writing and signed by the Contractor’s authorized Subcontract Administrator.

END OF SECTION

**PART I -- SECTION C**  
**STATEMENT OF WORK**

**C.1 General Work Description, Interpretation and Intent**

1. The purpose of this Subcontract is to provide support for the design-build of the New Boise SSC Building in approximately 8,885 square feet situated on 1.1 acre site for the Federal Aviation Administration (FAA) located adjacent to the Boise Air Traffic Control Tower, 3001 W Harvard Street, Boise, Idaho 83705 (Google Maps Coordinates: 43.556183, -116.218832); as well as provide a mechanism for fast-tracking construction and constructability support for assistance in providing office space for the Boise Service Support Center (SSC) Office of the FAA.
2. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complimentary and are to be interpreted so as to avoid conflict in a manner consistent with construction and design industry standards, and discuss and resolve any identified conflicts or ambiguities prior to execution of the Subcontract.
3. If after execution of the Subcontract conflicts or ambiguities are discovered, the Design-Builder and Contractor shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in sub-section I.21, Contract Documents.
4. To the extent that the Design-Builder reasonably relied on the accuracy of the information represented in the Subcontract design specifications, including the specifications compatibility with other information in the Contract Documents, the Design-Builder shall be entitled to a Compensable Delay to the extent Design-Builder's time of performance was adversely impacted, in accordance with sub-section G.5.
5. The Subcontractor shall comply with the terms and conditions of this Subcontract and direction by Parsons including scope of work, requirements for applicable local, state, and federal regulations governing building mechanical- electrical modifications, NFPA, EPA, BOCA, Best Management Practices, and other applicable standards for projects at FAA facilities.
6. The scope of work includes long lead items, topo graphic survey, geotechnical investigation, a complete design package utilizing the building layout and schematic site plan provided, all complete HVAC system installations, system transition, site work including additional drainage if required, paving and associated work, site demolition, painting, concrete cutting and coring, piping as well as all aspects of building design and construction including footings and foundation, interior and exterior walls, concrete slabs, interior doors and frames, suspended ceilings, carpet and other flooring, monitoring, training, permitting, reporting and warranty documentation required to make a complete and functional building.
7. The scope of work includes work at the old Boise SSC located at 3375 Rickenbacker Street, Boise ID 83705 including removal of all electronic components of the PBX telephone system to the extent necessary to re-install it in the new building. The phone system will need to be removed from the building within 30 days of the NTP and properly stored until the new building is completed. Once building is complete, the subcontractor will install the re-purposed phone system in the new building. The design build contractor will incorporate the telephone system into the new building design and install the central processing unit in the data room. The design build subcontractor will provide the services of a subcontractor that is familiar with the installation and operation of this type of phone system for the removal and re-installation of the phone system.

**C.2 Major Items of Work**

The following is a listing of items that summarizes the key elements of the work. It is provided for the purpose of revealing the general nature of the work involved and should not be used solely as a basis for Subcontractor's proposal. The Subcontractor is responsible for accomplishing all items of work in accordance with the applicable drawings, specifications and conditions of the subcontract. Any additional labor, materials, equipment, and/or appurtenances not specifically detailed or specified, but required to complete the project,

shall be provided by the Subcontractor as an integral part of the scope of work specified. The work is to include but not limited the following:

1. Construction of approximately 8,885 SF mixed used building.
2. PBX Telephone removal and re-installation as noted above in C.1.5.
3. Construction of a paved parking lot and access road from the main road to the building.
4. Providing new utility connections to the building.
5. Landscaping the area around the new building.

## **I. Design**

As part of developing new building design, provide 70% and 100% design submittals to Parsons and FAA for review and approval. The design submittals shall consist of detailed drawings, calculations and specifications. The Design-Build subcontractor shall utilize provided conceptual design, FAA orders, and surveys to complete the building design that meets 2018 IBC and all applicable FAA standards and regulations.

1. Parsons has provided sketches of a concept design. These are provided in Section J of the Subcontract Documents (J.2.2-2 Conceptual Floor Plan Package). This is the basis of the form and function of the building along with desired electrical layouts. The subcontractor must use these as the basis for their engineering.
2. Final for construction drawings, calculations, and specifications must be signed and sealed by Professional Architects/Engineers licensed in the State of Idaho.
3. A copy of guide specifications from a previous SSC from Missoula, MT is provided for reference (J.5, J.6). This includes specifications only. This provides the subcontractor with valuable information on the necessary building type, finishes, and other requirements for the subcontractor's design. The subcontractor may, at their discretion, reuse any applicable language, etc. However, any reuse of Missoula specifications does not release the subcontractor from any defects or errors in their design.
4. The specifications provided are mandatory. At the 70% design, the subcontractor must submit the specifications in MS Word® with track changes for Contractor approval of any proposed changes.
5. Design submittals shall be 70% and 100% For Construction. Content for the 70% and 100% must be in compliance with the Terminal Facilities Standard Designs Architect-Engineering (A/E) Project Manual 2016 (J.2). Where there are discrepancies between this scope of work and the A/E manual, this scope of work will take precedence. The 100% is expected to be a complete constructible package and will be evaluated primarily for incorporation of 70% comments and completeness. Upon approval the 100%, sealed and signed drawings must be delivered to Parsons for record.
6. All CAD work must be compliant with FAA-STD-002h (J.2) be in AutoCAD® version xx.x and electronic files provided to Parsons upon completion of the For Construction deliverable. Revit® may also be used. If Revit is used, the subcontractor must provide both the BIM model and extracted 2D .DWG files matching the For Construction drawings.
7. All Design Submissions will be provided via KSN Work Release Site.
  - A. All Design Submissions are required as follows:
    - 70% - Thirty (30) calendar days after Notice to Proceed
    - 100% - Fourteen (14) calendar days after receipt of the 70% Review Comments/Approval
  - B. Design reviews will be performed by both the Contractor and the FAA users. Allow the following review times for each of the respective submittals:
    - a. 70% - 21 calendar days
    - b. 100% - 14 calendar days
  - C. The subcontractor may continue with design progression at their own risk during the above noted design review.

## **II. Construction:**

The Design-Build Contractor will build the SSC Administration Building. More detailed Scope of Work is provided in the Section 01110 of Specifications.

### **C.3 Wage Determinations Applicable to this Subcontract**

This Subcontract is subject to the Davis-Bacon Act (DBA) and the DBA Wage Determinations in Subsection J.4, Information Available to Offerors. FAA Acquisition Management System (FAA AMS) clauses entitled "Davis-Bacon Act" (3.6.2-18), "Apprentices, Trainees and Helpers" 3.6.2-21), "Payrolls and Basic Records" (3.6.2-20), "Withholding -- Labor Violations" (3.6.2-19), "Subcontracts (Labor Standards)" 3.6.2-22), are incorporated by reference in this Subcontract with the same force and effect as if they were given in full text. The Subcontractor must refer to the full text of these clauses to ensure full compliance with the requirements and shall include a clause requiring its subcontractors to include these clauses in any lower-tier subcontracts. The Subcontractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the FAA AMS clauses cited in this paragraph. The Subcontractor will be required to provide certified payrolls as a condition of payment for all work performed subject to the DBA.

### **C.4 Facility Specific Requirements Security, Badging, Permits, and Airport Insurance**

1. Project facilities are United States Government Federal Aviation Administration (FAA) facilities used in Air Traffic Control. Loss of Human Life may result from service interruption. Any person who interferes with Air Traffic Control or damages or trespasses on this property will be prosecuted under Federal law. All persons, vendors or suppliers requiring facility access shall coordinate entry with the facility Security Department 24 hours in advance.
2. All contractor, subcontractor, vendor, supplier or other non-FAA personnel involved with projects shall fully comply with all security requirements and instructions provided by facility Security Department personnel. All persons (and their possessions) entering the facility are subject to search. All vehicles entering the facility are subject to search and inspection. Anyone refusing search or inspection request will be denied entry to the facility or, if within the facility grounds, immediately escorted from the facility. Any violation of security requirements during the project execution may result in removal from the facility and denial of subsequent reentry. All Subcontractor employees must be US Citizens.
3. Proper Personal Protective Equipment (PPE) must be worn during this project by all subcontractor and lower tier subcontractor personnel. PPE on this project includes all OSHA required and other appropriate PPE including hard hats, safety goggles, work boots, and reflective vests.
4. Project specific requirements include the following:
  - *Work Days and Working Hours.* The Subcontractor shall be expected to work between the hours of 7:00 am and 5:30 pm Monday through Friday. Except for Federal Holidays. Other options may be available as coordinated with the T4 Project Manager (PM). The Subcontractor and Contractor shall establish the working hours at the beginning of the project. The regular work week shall be 40 hours, but may be four or five days (ex. 4 10-hour days or 5 8-hour days). Weekend work will only be authorized if necessary due to weather impacts during the scheduled work week. No overtime will be allowed. Subcontractor will report and coordinate each day's work in advance with the T4 RE. The Subcontractor will not be allowed access to the work site or perform work without the T4 RE present.
  - *Utility Outages and Shutdown Requirements.* Utility outages and shutdowns shall be coordinated with the Resident Engineer. Outages will need to be approved in writing and in advance from the building management through the Parsons RE. Subcontractor must coordinate with the T4 RE at least seven working days in advance of any outage or shutdown in accordance with building management requirements.
  - *Temporary Services and Facilities.* Subcontractor shall provide and pay for all temporary services and facilities as specified below and as necessary for the proper and expeditious execution of the work. Subcontractor shall provide all connections to existing services and sources of supply as necessary or indicated in the contract documents and, in addition, pay all charges associated with those connections. All temporary services must comply with applicable laws, rules, regulations, codes, ordinances, and orders of federal, state, and local authorities having jurisdiction for the safety of persons and property. Subcontractor shall remove all temporary installations and connections when no longer necessary for the project work.

**C.5 Safety and Health**

(a) Before beginning work, the Subcontractor must:

- (1) Perform a hazard analysis of the work specified in this subcontract. Consider both the site and adjacent conditions. Identify all significant hazards. Some of the hazards the Subcontractor might encounter are

See Risk Management Plan

---



---



---

- (2) Submit a safety plan for dealing with each specific hazard identified, whether identified by you or other project stakeholders.
- (3) Meet with the T4 Risk Specialist, Work Release Project Manager (WRPM), or Resident Engineer (RE) prior to the preconstruction conference to discuss and to develop a mutual understanding about the content and implementation of the plan. Continue discussions at the preconstruction conference with all parties including local FAA and airport personnel as necessary.
- (4) The WRPM may require other hazards to be added to the plan. If it is determined that your planned hazard avoidance measures are insufficient, the WRPM may require you to revise the plan. You may not begin work involving identified hazards unless you have submitted adequate plans to the WRPM and the WRPM has reviewed and approved them. This approval does not relieve you of your liability for safe performance.

**C.6 State and Local Taxes**

The Subcontractor is not exempt from State and local sales and use tax and must adhere to all State and local requirements for taxes related to work performed or purchases made under this Subcontract. The term “local taxes” as used in this Subcontract includes taxes imposed by a possession of the United States and Puerto Rico.

**C.7 Key Personnel and Facilities**

- a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the subcontract.
- b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor must notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and must submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- c) No diversion will be made by the Subcontractor without the written consent of the Subcontract Administrator.
- d) The key personnel and/or facilities under this subcontract are: (*SA to list key Subcontractor personnel below such as PM, Superintendent, Quality Manager, etc.*)

---



---



---



---

## **PART I – SECTION D**

### **PACKAGING AND MARKING**

#### **D.1 Preservation, Packing, and Packaging**

1. Preservation, packing, and packaging for all items delivered to the project site must be in accordance with best commercial practices to ensure safe and timely arrival at the specified destination(s) in an undamaged condition in accordance with any applicable security requirements.
2. All deliverables/work product/reports or other materials requiring transport under this Subcontract must be preserved and packaged in accordance with the most economical and best commercial practices, and/or in accordance with postal, environmental, or other applicable laws or regulations related to the transport of hazardous materials, and any stipulation in the Subcontract.
3. All deliverables/work product/reports or other materials must be marked with a Title, Date, and Subcontract Number, and note distribution. In addition, all deliverables must be shipped F.O.B. destination with all mailing and expenses prepaid by the Subcontractor.
4. Copies of all technical correspondence shall be furnished to the Project Manager through the FAA website identified for the Subcontract, unless otherwise directed by the Project Manager. The Subcontractor must copy the Subcontract Administrator if correspondence is not uploaded to the FAA website.
5. Subcontractor must provide for inspection of all deliveries to ensure that materials and equipment arrived in good condition, ready for installation.

#### **D.2 Marking**

In addition to information provided with shipping instructions, all deliverables must be marked with the following:

- FAA Contract Number (DTFAWA-12-C-00064).
- Contractor's name and address (Parsons Regional Office).
- Subcontractor's name and address.
- List of Contents.
- Work Release Number (obtain information from the Subcontract Administrator).
- Regional Facilities and Equipment (F&E) Delphi Project Number (DPN), if applicable.
- Location and runway number, if applicable.

#### **D.3 Transportation/Shipping**

Subcontractor must identify any special transportation/shipping requirements related to the work. The Subcontractor must prepay all transportation costs and is responsible for all associated payments. For any transportation costs that exceed \$100 that will be paid by Contractor, Subcontractor must provide a prepaid freight receipt with its invoice.

#### **D.4 Risk of Loss**

Subcontractor is responsible and shall bear the risk of loss for all materials and equipment delivered and work performed, pursuant to this Subcontract, until completion and Final Acceptance of the Work. The Work must be delivered complete and undamaged. The Subcontractor is solely responsible for any loss or damage due to theft, pilferage, rust, weather, the elements, force majeure, and fire.

END OF SECTION

**PART I -- SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 Material and Workmanship**

1. All equipment, material, and articles incorporated into the Work covered by this Subcontract must be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Subcontract. Use of recycled materials for the manufacture of such products is encouraged. Equipment, material, or articles specified by trade name, make, or catalog number, must be provided. Equivalent items are not acceptable unless specifically authorized in the specification.
2. The Subcontractor is responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Subcontract.
3. All work under this Subcontract must be performed in a skillful and workmanlike manner. All employees of the Subcontractor must have the skill and experience and any licenses or certifications required to perform work assigned to them. If the Contractor determines that any employee of the Subcontractor is not performing work in a proper and skillful manner, or lacks the requisite skill, experience or licenses or certifications necessary to perform the work, or is otherwise deemed incompetent, careless, or otherwise objectionable as determined by Contractor, then at the written request of the Subcontract Administrator, the Subcontractor must remove the employee. The employee must not be re-employed on the site without the prior written approval of the Subcontract Administrator. If the Subcontractor fails to remove such employee or fails to furnish skilled and experienced personnel for the proper prosecution of the Work after receiving written notice from the Subcontract Administrator, then the Contractor may withhold payment for the Work, or terminate the Subcontract in accordance with Section I of this Subcontract.
4. This clause is applicable to the Subcontractor and its lower tier subcontractors, vendors, or suppliers.

**E.2 Site Investigations and Conditions Affecting the Work**

1. The Subcontractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: conditions bearing upon transportation, disposal, handling, and storage of materials; the availability of labor, water, electric power, and roads; uncertainties of weather, river stages, tides, or similar physical conditions at the site; the conformation and conditions of the ground; and the character of equipment and facilities needed preliminary to and during work performance.
2. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Contractor, as well as from the drawings and specifications made a part of this Subcontract. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for properly estimating the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to Contractor.
3. Contractor assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available to Subcontractor. Nor does Contractor assume responsibility for any understanding reached or representation made concerning conditions that can affect the Work by any of their respective officers or agents before the execution of this Subcontract, unless that understanding or representation is expressly stated in this Subcontract.

**E.3 Inspection of Construction**

1. The Subcontractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed under the Subcontract conforms to Subcontract requirements. The Subcontractor must maintain complete inspection records and make them available to the Contractor. All work must be conducted under the general direction of the Contractor and is subject to Contractor inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Subcontract.

2. Contractor inspections and tests are for the sole benefit of the Contractor and do not relieve the Subcontractor of responsibility for providing adequate quality control measures, relieve the Subcontractor of responsibility for damage to or loss of the material before acceptance, constitute or imply acceptance, or affect the continuing rights of the Government after acceptance of the completed Work.
3. The presence or absence of a Contractor or FAA representative does not relieve the Subcontractor from any Subcontract requirement, nor is a Contractor representative authorized to change any technical term or condition of the specifications without the Subcontract Administrator's written authorization.
4. The Subcontractor must promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contractor. The Contractor may charge to the Subcontractor any additional cost of inspection or test when work is not ready at the time specified by the Subcontractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Contractor will perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests must be performed as described in the Subcontract.
5. The Subcontractor must, without charge to the Contractor, replace or correct work found by the Contractor not to conform to Subcontract requirements, unless the Contractor consents to accept the Work with an appropriate adjustment in Subcontract price. The Subcontractor shall promptly segregate and remove rejected material from the premises.
6. If the Subcontractor does not promptly replace or correct rejected work, the Contractor may, by contract or otherwise, replace or correct the work and charge the cost to the Subcontractor, or terminate for default the Subcontractor's right to proceed.
7. If, before acceptance of the entire Work, the Contractor decides to examine already completed work by removing it or tearing it out, the Subcontractor, on request, must fully cooperate and furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Subcontractor or its subcontractors, the Subcontractor must defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contractor will make an equitable adjustment for the additional services involved in the examination and reconstruction.

#### **E.4 Inspection -- Dismantling, Demolition, or Removal of Improvements**

1. This clause is applicable to all work involving dismantling, demolition, or removal of improvements.
2. Unless otherwise designated by the specifications, all workmanship performed under the Subcontract is subject to Contractor or Government inspection at all times and places where dismantling or demolition work is being performed. The Subcontractor must furnish promptly and without additional charge all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Contractor or Government. The Contractor or Government may perform inspections in a manner that will not unduly delay the work.
3. The Subcontractor is responsible for damage to property caused by defective workmanship. The Subcontractor must promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in subcontract performance, and promptly replace them with satisfactory items. If the Subcontractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Contractor may, by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Subcontractor, and terminate for default the Subcontractor's right to proceed.
4. The Subcontractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

#### **E.5 Acceptance**

1. Unless otherwise specified in the Subcontract, the Contractor, with the concurrence of the Government, will accept, as promptly as practicable after completion and inspection, all work required by the Subcontract or that portion of the Work the Contractor determines can be accepted separately.

2. Acceptance will be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

#### **E.6 Use and Possession Prior to Completion**

1. The Contractor or the Government shall have the right to take possession of or use any completed or partially completed part of the Subcontractor's work as the Contractor or Government may deem necessary for their operations upon notice to the Subcontractor.
2. During any occupancy described in paragraph 1 above, the Contractor or Government shall exercise all reasonable efforts to avoid interference with the Subcontractor's continuance of the Work. Such occupancy shall not constitute acceptance of the Work and the Subcontractor will remain responsible for that portion of the Work so occupied until Final Acceptance under the terms of this Subcontract and thereafter pursuant to the guarantees and warranty provisions of this Subcontract; provided that Subcontractor shall not be responsible for any damage or loss caused by Government or Contractor.

#### **E.7 Warranties**

1. In addition to any other warranties in this Subcontract, the Subcontractor warrants, except as provided in paragraph 8 of this section, that work performed under this Subcontract conforms to the Subcontract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Subcontractor or any subcontractor or supplier at any tier.
2. This warranty is for a period of one year from the date of final acceptance of the Work except for those items for which acceptance has not been finalized. The warranty for such items shall extend for a period of one year from the date when acceptance finally occurs for those items. If the Government takes possession of any part of the Work before final acceptance, this warranty continues for a period of one year from the date the Government takes possession.
3. The Subcontractor is required to remedy at the Subcontractor's expense any failure to conform, or any defect. In addition, the Subcontractor must remedy at the Subcontractor's expense any damage to Government owned or controlled real or personal property, when that damage is the result of the Subcontractor's failure to conform to Subcontract requirements or any defect of equipment, material, workmanship, or design furnished by the Subcontractor.
4. The Subcontractor must restore any work damaged in fulfilling the terms and conditions of this clause. The Subcontractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
5. The Subcontract Administrator will notify the Subcontractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
6. If the Subcontractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Contractor and/or Government has the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Subcontractor's expense.
7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Subcontractor must: obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the Government; and enforce all warranties for the benefit of the Government if directed by the Contractor.
8. Unless a defect is caused by the negligence of the Subcontractor or subcontractor or supplier at any tier, the Subcontractor will not be liable for the repair of any defects of material or design furnished by the Contractor or Government nor for the repair of any damage that results from any defect in Contractor or Government furnished material or design.
9. This warranty does not limit the Contractor's or Government's rights under the Inspection and Acceptance clause of this Subcontract with respect to latent defects, gross mistakes, or fraud.

## **E.8 Warranty Requirements**

1. Design-Builder warrants to the FAA that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), and all Work will be free of liens, claims and security interests of third parties; that the Work will be of the highest quality and free from defects and that all Work will conform with the requirements of the Contract Documents. If required by the FAA's Representative, Design-Builder shall furnish satisfactory evidence of compliance with this warranty. Further, the type, quality and quantum of such evidence shall be within the sole discretion of the FAA's Representative. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
2. The Design-Builder unconditionally guarantees the Work will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of one year from the date of Final Completion, unless a longer guarantee period is specifically called for in the Contract Documents. The Design-Builder shall repair or replace any and all work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to the Contractor; ordinary wear and tear and abuse excepted.
3. The Design-Builder further agrees, within fourteen (14) days, or as such shorter period as may be designated for emergency repairs, after being notified in writing by the FAA or Contractor, of any work not in accordance with the requirements of the Contract Documents or any defects in the Work, that the Design-Builder shall commence and execute, with due diligence, all work necessary to fulfill the terms of the guarantee. If the FAA or Contractor finds that the Design-Builder fails to perform any of the work under the guarantee, the FAA or Contractor may elect to have the work completed at the Design-Builder's expense and the Design-Builder will pay costs of the work upon demand. The FAA will be entitled to all costs, including reasonable attorneys' fees and consultants' expenses necessarily incurred upon the Design-Builder's refusal to pay the above costs.
4. Notwithstanding the foregoing Article 3.15.2, in the event of an emergency constituting an immediate hazard to health or safety of FAA employees, property, or licensees, the FAA may undertake, at the Design-Builder's expense and without prior notice, all work necessary to correct such hazardous condition(s) when it is caused by work of the Design-Builder not being in accordance with the requirements of the Contract Documents.
5. Subcontractor must provide warranties/guarantees executed by manufacturers, suppliers, and lower tier subcontractors for all installations as required or as is customarily provided with the particular piece of equipment or system. All warranties are to be executed, in writing, for the benefit of the FAA.
6. The Subcontractor must enforce all warranties for the benefit of the FAA if directed by the FAA or Contractor. In the event the Subcontractor's warranty has expired, the FAA may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. Subcontractor shall provide complete information for each item as follows:
  - Product or work item.
  - Firm, with name of principal, address and telephone.
  - Scope.
  - Date of beginning of warranty.
  - Duration of warranty.
  - Proper procedure to evoke the warranty in case of failure.
  - Instances that might affect the validity of warranty.
  - Subcontractor name or responsible principal, address and telephone number.
  - Extended warranties normally provided by manufacturers that are beyond the warranty of construction shall be specifically noted.

END OF SECTION

**PART I -- SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 Notice to Proceed**

The Subcontractor must not initiate work under this Subcontract until it has received a notice to proceed in writing or other written direction (including by email) from the Subcontract Administrator

**F.2 Limitations on Subcontracting**

Unless otherwise directed in this Subcontract, the Subcontractor agrees that it will perform at least 25 percent of the cost of work, not including the cost of materials, with its own employees. In the case of a contract that requires construction by a special trade contractor, the subcontractor must perform at least 25 percent of the cost of the contract with its own employees (not including the cost of materials). Construction Special Trade Contractors.

**F.3 Place(s) of Performance**

The place of performance is identified in Section C., Statement of Work, and elsewhere in the attachments to this Subcontract.

**F.4 Performance Time**

Contractor and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. The detailed Construction Schedule submitted by the Subcontractor and approved by the Contractor will provide the basis for tracking the project schedule. Performance time includes adherence to any interim milestone dates including those identified in Section L of this Subcontract.

**F.5 Notice of Delay**

If the Subcontractor becomes unable to complete the subcontract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the Subcontractor shall give the Subcontract Administrator written notice of the anticipated delay and the reasons therefor. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Subcontractor, but in no event less than forty-five (45) days before the completion date specified in this subcontract, unless otherwise directed by the Subcontract Administrator. When notice is so required, the Contracting officer may extend the time specified in the Schedule for such period as deemed advisable.

**F.6 Parsons Authorized Individuals**

**No one other than a Subcontract Administrator is authorized to order work or give the Subcontractor direction to proceed with work. If the Subcontractor proceeds with work at the direction of someone other than the Subcontract Administrator, including the FAA, such work is solely at the risk and expense of the Subcontractor.**

END OF SECTION

**PART I -- SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 Construction Schedule**

1. The Subcontractor is required to prepare and submit to the Project Manager for approval a schedule showing the order in which the Subcontractor proposes to perform the Work, and the dates which the Subcontractor contemplates starting and completing key elements of the Work including acquiring materials and equipment. The schedule must be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion during the Subcontract period. If the Subcontractor fails to submit a schedule within the time prescribed in the Subcontract, within two business days prior to the project Pre-Construction Meeting if no time is prescribed, progress schedule updates as required in the Subcontract, then Contractor may withhold approval of payments until the Subcontractor submits the required schedule. Should the Subcontractor fall behind its schedule, a revised schedule must be furnished to Contractor within seven calendar days if requested by the Contractor.
2. With each payment request the Subcontractor must submit a copy of the last submitted schedule annotated to indicate actual progress made to date. If at any time, in the opinion of the Contractor, the Subcontractor has fallen behind the schedule to an extent which would jeopardize timely completion, the Subcontractor must take the steps necessary to improve its progress, including those that may be required by the Contractor, to enable timely completion without additional cost to Contractor. The Contractor may require the Subcontractor to implement such things as increasing the number of shifts, the amount of overtime, days of work per week, and/or the amount of constructor plant being utilized. The Subcontractor must submit any supplementary schedules the Contractor deems necessary to demonstrate how the rate of progress necessary for timely completion will be regained.
3. Failure of the Subcontractor to comply with the requirements of the Contractor under this clause will be grounds for a determination by the Contractor that the Subcontractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contractor may terminate the Subcontractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Subcontract.

**G.2 Schedule of Values**

Subcontractor must provide a detailed statement for use in submitting and reviewing progress payments outlining the portions of the subcontract amount allocating values for the various parts of the Work, coordinate preparation of the Schedule of Values with preparation of the Construction Schedule, and submit the Schedule of Values within the time prescribed in the subcontract. Line items in the Schedule of Values must be correlated with other required administrative schedules and forms as applicable, including, but not limited to the following:

- Subcontract Construction Progress Schedule.
- Long Lead and Special Order materials and equipment.
- Material Allowance.
- Subcontractor Payment Form.
- List of products.
- List of principal suppliers and fabricators.
- Submittal Schedule.

**G.3 Payment Procedures**

1. Each month the Subcontractor must estimate the percentage of the Subcontract performed. After approval of the estimate by the Project Manager, Subcontractor must submit an invoice marked "This is an Electronic Invoice" for the amount approved (electronic submissions are required unless otherwise authorized by the Subcontract Administrator). All payment applications must be received by the 20<sup>th</sup> of each month or the previous business day if the 20<sup>th</sup> falls on a weekend or holiday. Invoices not received within this timeframe will be considered the following calendar month's business. The Contractor will pay the Subcontractor all undisputed amounts associated with the payment application within 45 days of the 20<sup>th</sup> of the applicable month.

If the Subcontractor is a small business, the Subcontractor may make arrangement with the Subcontract Administrator for earlier payment.

2. Before making payment for any materials, the Subcontractor must submit original invoices and any other required data to Contractor substantiating that the Subcontractor has paid for all such materials. Title to all such materials shall pass to Government after payment and Subcontractor shall not remove any such materials from the jobsite. Subcontractor must show any applicable Sales and Use Tax separately on all invoices submitted to Contractor for payment.
3. The Contractor may withhold ten percent of each payment (retention) until final acceptance of all Work is accomplished pursuant to this Subcontract. Retention withheld shall be invoiced after final acceptance of the Work and shall be payable consistent with the dates specified in Section G.3.1 provided that Subcontractor has first delivered to Contractor, on the Payment Application Form prescribed by Contractor, complete release of all liens, encumbrances, claims and maintenance bond arising out of performance of this Subcontract.
4. Invoices submitted by the Subcontractor to the Contractor shall be fully substantiated in accordance with FAA requirements to include, at a minimum, the following level of detail:
  - Authorized Individual that directed work
  - Name, Title and Billing Rate of individual(s) performing service (if applicable)
  - Percent of Work complete
5. Subcontractor must use the Contractor's Payment Application Form provided by the Subcontract Administrator for progress payments. The Payment Application Form must match data on the Schedule of Values. The Schedule of Values must be included and incorporated into the Payment Application Form. Include amounts of executed Change Orders or Subcontract Modifications issued prior to the last day of the construction period covered by the application. Incomplete applications may be returned without action. When resubmitting invoices, the invoice date must reflect the date of resubmission. Back dated invoices will not be accepted.
6. Subcontractor must submit the Invoice and Payment Application to the secured website provided by the Subcontract Administrator for invoice uploads. Payment Applications must be signed by a person authorized to sign legal documents on behalf of the Subcontractor, the Contractor's Resident Engineer or on-site representative, and the Project Manager.
7. Administrative actions and submittals that must accompany the Subcontractor's monthly Application for Payment include the following:
  - Original (Electronic) Invoice.
  - Payment Application Form.
  - Monthly Progress Reports.
  - Evidence of payment for material on-site, if reimbursement for such material is being requested.
  - Materials paid in accordance with the Schedule of Material Allowance.
  - An updated copy of the Quality Control Advisory Notice Log.
  - Davis-Bacon Certified Payrolls, including lower tier subcontractors (if applicable).
  - Updates to Subcontract Record Documents.
  - Material Lists and Safety Data Sheets.
8. The Initial Application for Payment must at a minimum include the following:
  - List of Lower Tier Subcontractors.
  - List of Principal Suppliers and Fabricators.
  - Construction Schedule
  - Schedule of Values.
  - Submittal Schedule.
  - Long Lead and Special Order Items.
  - Schedule of Material Allowance.
  - Procurement Schedule.
  - List of Subcontractor's staff assignments, organization chart and anticipated night work.
  - Monthly Progress Reports.
  - Certificates of Insurance for the Subcontractor and, if required by the Subcontract Administrator, Subcontractor's Lower Tier Subcontractors.
  - Risk Management Plan.
  - Payment Application Form.

9. The Substantial Completion Application for Payment must include items required by the subcontractor including the following as applicable:
  - List and value of incomplete items and reasons the Work is not complete.
  - Specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - Record Documents, As-builts, Operations and Maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information as required.
  - Complete start-up testing of systems and instruction of the FAA's operating and maintenance personnel.
  - Discontinuance, change over, or removal of temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
  - Deliver special maintenance/operating tools, spare parts, extra stock, and similar items to Contractor.
  - Complete final clean-up including touch-up painting, and restoration of marred exposed finishes.
10. The Final Application for Payment must at a minimum include the following:
  - Executed Completion Certification.
  - Properly executed Final Application for Payment.
  - Final Invoice marked "This is an Electronic Final Invoice".
  - Release of Lien and Claims against the Contractor.
  - Release of Lien and Claims from Lower Tier Subcontractors and Vendors as required by the Subcontract Administrator.
  - Execution of any required Subcontract modifications.
11. Payment applications are subject to reduction for overpayments or increase for underpayments made on previous payments to the Subcontractor. Payments to the Subcontractor shall be subject to reductions and/or suspensions at the discretion of the SA as follows:
  - Reasonable deductions due to defects in material or workmanship.
  - Claims that Parsons may have against the Subcontractor.
  - Repayment to Parsons for overpayments made to the Subcontractor.
  - Failure to provide Monthly Progress Reports, up-to-date Record Drawings, Davis Bacon Certified Payrolls, or Operations and Management Manual information including warranties and product cut sheets.
  - Failure to pay lower tier subcontractors or suppliers for services performed or materials provided within 15 days of Subcontractors receipt of Contractor's payment for those services or supplies.
12. Other than for major high cost items and long lead special order items identified in the Schedule of Material Allowance, the Subcontractor will be allowed as progress toward completion only 50 percent of the invoiced cost of materials or equipment delivered to the site, but not incorporated in the construction up to the time the materials or equipment are actually incorporated in the Work.
13. Materials not susceptible to deterioration or physical damage in storage or in transit to the Site are acceptable for progress payments. Items such as steel, machinery, pipe and fittings, and electrical cable are acceptable. Items such as gypsum wallboard, glass, insulation, and wall coverings are not. Payments may be made to the Subcontractor for materials stored off the Site under the following conditions:
  - Materials are within a distance of 50 miles from the Site.
  - Materials are adequately insured and protected from theft and exposure.
  - Materials on-site shall be listed as a separate items in Monthly Progress Reports. The value of the materials shall be supported by the Schedule of Values.
  - Materials in transit to the Site or storage site are not acceptable for payment.
  - Long lead items, special order items, or major items subject to a material allowance.

#### **G.4 Defective Work**

Contractor will not pay for defective work. Payments including final payment otherwise due may be withheld by Contractor when defective work has not been remedied, when a claim has been submitted, when it is reasonably anticipated that a claim may be submitted, when Subcontractor has failed to make payments to its subcontractors for materials or labor, or when it is reasonably anticipated that the Subcontract cannot be completed for the balance remaining unpaid. If the foregoing is not cured within a reasonable time Contractor may cure it at Subcontractor's expense and deduct all the costs and expenses that should have been incurred by the Subcontractor from any

payments due to Subcontractor by Contractor. If any lien or claim arises after final payment is made, Subcontractor must immediately reimburse Contractor for any amount that Contractor may pay in discharging such lien or claim.

#### **G.5 Differing Site Conditions**

1. The Subcontractor must promptly, within five calendar days, and before the conditions are disturbed, give written notice to the Contractor of subsurface or latent physical conditions at the site which differ materially from those indicated in the Subcontract or unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Subcontract.
2. The Contractor will promptly forward the Subcontractor's notice to the Government to allow the Government to investigate the site conditions after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Subcontractor's cost of or the time required for performing any part of the Work under the Subcontract, whether or not changed as a result of the conditions, an equitable adjustment will be made and the Subcontract modified in writing accordingly, to the extent allowed by the Government.
3. No request by the Subcontractor for an equitable adjustment to the Subcontract under this clause will be allowed, unless the Subcontractor has given the written notice required within five calendar days of when the site condition was discovered or should have been discovered by the Subcontractor. This written notice requirement may be extended at the sole discretion of the Subcontract Administrator based on the circumstances.
4. No request by the Subcontractor for an equitable adjustment to the Subcontract for differing site conditions shall be allowed if made after final payment unless otherwise agreed in writing.

#### **G.6 Changes and Extra Work**

1. Without invalidating the Subcontract, the Contractor may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Subcontract, and the Subcontractor shall promptly proceed, including changes to the following:
  - Specifications (including drawings and designs).
  - Method or manner of performance of the Work.
  - Facilities, equipment, materials, services, or site furnished by the Contractor (including Contractor or Government furnished items).
  - Directed acceleration in the performance of the Work.
2. Any other written or oral order (which includes direction, instruction, interpretation, or determination) from the Contractor that causes a change shall be treated as a change order under this clause provided that the Subcontractor gives the Subcontract Administrator written notice within fifteen days following such order stating the date, circumstances, and source of the order, and that the Subcontractor regards the order as a change order. Except as provided in this clause, no order, statement, or conduct of the Contractor shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment. This written notice requirement may be extended at the sole discretion of the Subcontract Administrator based on the circumstances.
3. If any change under this clause causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work under this Subcontract, whether or not changed by any such order, the Contractor shall make an equitable adjustment to the subcontract to the extent authorized by the Government.
4. The Subcontractor must submit any proposal under this clause within fifteen calendar days after receipt of a written change order or the furnishing of a written notice by submitting to the Contractor a written statement describing the general nature and amount of the proposal, unless this period is extended by the Subcontract Administrator. The statement of proposal for adjustment may be included in the notice.
5. No proposal by the Subcontractor for an equitable adjustment shall be allowed after final payment under this Subcontract.

6. If any single Change involves both Extra Work and Deleted Work in the same portion of the Work, a Design Builder Fee will not be allowed if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, a Design Builder Fee will be allowed only on the difference between the two amounts.

### **G.7 Proposals for Subcontract Modifications**

1. All proposals for Subcontract modifications must be submitted to the Subcontract Administrator. The Subcontractor, in connection with any proposal it makes for a subcontract change request or modification, shall furnish a price breakdown, itemized as reasonably required by the Subcontract Administrator. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the request or modification, whether such work was deleted, added or changed. Any amount claimed for lower tier subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification for the time extension shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Subcontract Administrator. The Subcontractor, in connection with any proposal for a Subcontract modification including change orders, shall furnish to the Subcontract Administrator a fully itemized proposal of the Subcontractor's cost for performing the work, within the times prescribed in Section G.6 above.
  - A. Labor description, daily hours, total hours and wage rate per hour. Wages paid shall be no higher than those regularly paid the employee.
  - B. Material description, quantities, unit cost, and total cost. Payment will be made only for material consumed during the performance of the change or for approved material incorporated as an integral part of the finished work. The Subcontractor shall submit vendor quotations in support of material cost estimates.
  - C. Equipment classification, model number and year, daily hours, total hours, and rate per hour. If the equipment is rented, payment shall be made on the basis of rental cost supported by paid rental invoices. If the equipment is owned, hourly rates will be computed based on the latest version of the "Blue Book Rental Rate for Construction Equipment." Hourly rates will be computed by dividing monthly Blue Book rates (excluding operating costs) by 176, and adjusting for region and depreciation. Hourly rates shall be charged only for those hours the equipment is actually in operation. Payment for equipment idled as a direct result of the change, if applicable, shall be based on 50 percent of the rate determined herein.

For all Proposals that include a request for an extension in subcontract time, the Subcontractor shall submit to the Subcontract Administrator, as part of the Subcontractor's proposal, a fully detailed analysis, based on the approved construction schedule, that establishes the relationship between the change in work and the requested time extension. The only basis for any extension of Subcontract time will be the demonstrated impact of an excusable delay on the critical path of the Project Schedule. For proposals that do not include a request for an extension of Subcontract time it will be deemed that the changed work has no impact on the scheduled milestones or Subcontract Completion Date.

2. For all changes in the work to be performed by a subcontractor, the Contractor shall furnish the subcontractor's fully itemized breakdown of quantities and prices which shall bear the original signature of an authorized representative of the subcontractor.
3. The Subcontractor shall certify all proposals, indicating the following:
  - The proposal is made in good faith
  - The supporting data is current, accurate and complete to the best of the Subcontractor's knowledge and belief
  - The amount requested accurately reflects a reasonable Subcontract adjustment to which the Subcontractor believes it is entitled.

On proposals for equitable adjustment or claims in excess of \$50,000 the certification shall be by a duly authorized officer of the Subcontractor.

4. The following mark-ups are allowable on Lump Sum proposals submitted by the Subcontractor:
  - A. When Subcontractor or any lower tier subcontractor performs the work, the following maximum mark-ups will be allowed on direct productive costs:
    1. Fifteen percent overhead

2. Ten percent profit on proposals less than \$100,000 and five percent profit on proposals more than \$100,000
  - B. The Subcontractor and each lower tier subcontractor not performing the work will be allowed a five percent (%) mark-up on a lower tier subcontractor's total costs subject to the limitations stated in subparagraph 3 below. The Subcontractor shall certify all subcontractor's proposals. The certification shall indicate the following:
    1. The proposal is made in good faith
    2. The supporting data is accurate and complete to the best of the Subcontractor's knowledge and belief.
    3. The amount requested accurately reflects the subcontract adjustment for which the Subcontractor believes the Contractor is liable.
  - C. The maximum allowable mark-up totals per proposal to which the Contractor and government will be subject are twenty-seven (27%) percent for cost over \$100,000 and thirty-three (33%) percent for cost under \$100,000.
5. The allowable percentages of cost for overhead and profit are deemed to include such costs including the following: Field management personnel including project manager, superintendent(s); site engineer(s); Quality Control; Safety and utility coordination personnel; all field office expenses required by Subcontract; expenses for timekeepers, clerks and watchmen; cost of correspondence of any kind; all expenses in connection with the maintenance and operation of the field office; schedule update; cost of small tools; cost of vehicles generally used for transporting either workmen, materials, tools or equipment to job location; and incidental job burdens and overhead of Subcontractor's established home office, branch office or similar facilities. Other costs not listed shall be subject to the approval of the Subcontract Administrator.
  6. If the change involves only a credit, the Subcontract amount will be reduced by the amount it would have cost the Subcontractor if the work omitted had not been eliminated, including a negotiated allowance for overhead and profit. However, the Subcontractor and the affected subcontractors will be allowed to retain a sum, not in excess of three percent (3%) of the change value, for the administrative cost of the deductive change. If the change involves both a credit and debit, the Subcontractor shall include a separate accounting of each, with a summarization of the net adjustment to price and/or time. No allowance to the Subcontractor shall be paid for loss of anticipated profit due to any changes in the Work.
  7. Where a change makes work necessary on an overtime basis, Subcontract Administrator approval for overtime work shall be obtained before the work is commenced.
  8. On changes in the work that may involve a compensable extension of Subcontract time, the Subcontractor's cost for extended overhead shall be based upon actual and verifiable home office costs that are directly related to the change involved. Use of formulas (such as Eichleay) to estimate extended or under absorbed home office overhead shall not be allowed. Upon the request of the Subcontract Administrator, home office overhead records shall be made available for audit and verification purposes.
  9. The Subcontractor shall be responsible for documenting all changes to the Work and for providing and maintaining current red-line drawings that accurately depict the as-built condition of the Work. Contractor shall take into consideration the status of Subcontractor's red-line drawings for work associated with Subcontractor's monthly progress payment application when assessing percent complete of a payment item.
  10. If the Subcontractor wishes to request any other increase in the subcontract amount for any other events not covered herein, it shall give the Contractor written notice of its intent to do so within fifteen days following the occurrence of the event giving rise to the request, but prior to proceeding to execution of any applicable work, except in an emergency endangering life or property. No such request shall be valid unless so made. Any change in the Subcontract resulting from such request shall be authorized by change order.

### **G.8 Variation in Estimated Quantities**

If the quantity of a unit-priced item included in this Subcontract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen percent above or below the estimated quantity, an equitable adjustment in the Subcontract price will be made upon demand of either party. The equitable adjustment will be based upon any increase or decrease in costs due solely to the variation above fifteen percent or below fifteen percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Subcontract Administrator within fifteen days from the beginning of the delay, or within such further period as may be granted by the Subcontract Administrator before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Subcontract Administrator will ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Subcontract Administrator, is justified.

### **G.9 Change Order Authorization**

Change Orders under this Subcontract must be authorized and/or placed by a Subcontract Administrator employed by Parsons and assigned to a T4 office. **No one other than a Subcontract Administrator is authorized to order work or give the Subcontractor direction to proceed with work. If the Subcontractor proceeds with work at the direction of someone other than the Subcontract Administrator, including the FAA, such work is solely at the risk and expense of the Subcontractor.**

END OF SECTION

**PART I -- SECTION H**  
**SPECIAL SUBCONTRACT REQUIREMENTS**

**H.1 Definitions**

As used throughout this Subcontract, the following terms and expressions have the meanings and interpretation set forth below:

**CAP** Refers to Contractor Acquired Property that is provided to the Subcontractor for use on the Subcontract.

**Client, Owner, or Government** Refers to the Federal Aviation Administration (FAA).

**Competent Person** Individual who is capable of identifying existing and predictable hazards, which are hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them.

**Contract Documents** All documents that, together, constitute the Subcontract.

**Contracting Officer** Government's authorized representative responsible for the administration of the Prime Contract between the FAA and the Contractor.

**Contractor** Refers to PTSI Managed Services, Inc. (Parsons).

**Coordination Drawings** Coordination Drawings show the relationship and integration of different work elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

**Design Professional** Individuals or entities that will provide Design-Builder with the required architectural, engineering, and other professional services required for the coordinated design of the Project and the administration of construction.

**Field Samples** Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

**GFE/GFP** Government Furnished Equipment/Property.

**NTP** Notice to Proceed.

**Party or Parties** Refers to either Contractor and/or Subcontractor.

**Prime Contract** The Technical Support Services Contract (DTFAWA-12-C-00064), the Prime Contract between Contractor and the FAA in support of which this Subcontract is issued, including any amendments thereto.

**Project Manager (PM)** Refers to the Contractor's representative as identified in the Documents to monitor the performance of the Subcontract and progress of construction, and to identify, advise of, and assist in resolving any discrepancies that may arise during the course of construction. The PM or his/her RE acts as the on-site "eyes and ears" of the Contractor, as well as the liaison for coordination of the Work.

**Provide** The word "provide" as it appears in Subcontract specifications and drawings means, "furnish and install."

**Qualified Person** A person who, by possession of a recognized degree or certificate of professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve and resolve problems related to the subject matter and work.

**Quality** Conformance to the requirements established by the contract specifications and drawing.

**QCP** Quality Control Plan.

**Record Documents** Drawings, Specifications, Addenda, Change Orders and other Modifications; also approved Shop Drawings, Product Data, Samples, and similar submittals required to be provided by Subcontractor.

**Record Drawings** Drawings submitted by Subcontractor to show the construction of a particular structure or Work as actually completed under the Subcontract.

**Request for Information (RFI)** The method used by the Subcontractor and Contractor to document and transmit field generated technical issues relating to design and construction of the Project.

**Resident Engineer (RE)** Parsons representative identified and assigned to monitor the performance of the Subcontract and progress of construction on site.

**RFO** Request for Offer.

**Risk Management Plan (RMP)** Comprehensive plan that identifies, and mitigates risk associated with Safety, Security, and Quality.

**Schedule of Values** The method used by the Subcontractor and Contractor to allocate values to various portions of the Work that, when approved by the Contractor, provides the basis for Subcontractor's application for payment.

**Shop Drawings** Specific drawings, schedules, diagrams, and other data prepared for this Subcontract by the Subcontractor, their lower tier subcontractors, manufacturers, suppliers, or distributors, to illustrate a portion of the Work.

**Site, Worksite, or Jobsite** Refers to premises associated with this project.

**Subcontract** The written contract executed between Contractor and Subcontractor consisting of all the documents referenced in Section A, block 15 (T4 SF-33 Form) applicable bonds, amendments, Davis-Bacon Wage Determinations, General Requirements, Technical Specifications, Drawings, and all other documents, attachments, and requirements incorporated by reference.

**Subcontract Administrator (SA)** Refers to Contractor's representative, as identified in the solicitation documents, assigned to administer this Subcontract.

**Subcontract Price** Refers to the total Subcontract amount as set forth in Section A, block 23 (T4 SF-33 Form).

**Subcontractor or Design-Builder** The entity identified as such in Section A of this Subcontract and all of its lower tier subcontractors including the Design Professional.

**Submittal** A submittal is a Subcontractor's or manufacturer's drawing, brochure, sample, certificate, warranty, or other material which provides detail for construction and quality control of the permanent Work and includes deliverables such as schedules, product cut sheets, Work procedures, or product samples that are required under the terms of the Subcontract.

**Test Plan** A detailed step-by-step procedure for testing major equipment and systems.

**Test Results** Documentation of specified quality assurance test results.

**Unit Price** The price listed in the Price List for a specific construction or construction related task. The unit prices are fixed for the duration of the Subcontract. Each unit price is comprised of the labor, equipment, material, and incidental costs to accomplish that specific task.

**Work or Services** Includes but is not limited to all labor, materials, equipment, tools, and services, including Design Professional services, and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, provided or to be provided by Design Builder to fulfill Design Builder's obligations. The Work may constitute the whole or a part of the Project.

## **H.2 Independent Contractor**

Subcontractor shall be an independent contractor in all its operations and activities hereunder. All employees furnished by Subcontractor to perform the Work shall be deemed to be Subcontractor's employees exclusively, and shall be paid by Subcontractor for all services in this connection. Subcontractor is not authorized to represent Contractor or otherwise bind Contractor in any dealings between Subcontractor and any third parties. Subcontractor shall comply with all federal and state laws related to its employees, including all rules and regulations and shall maintain suitable forms, books, and records.

## **H.3 Access to Government Facilities**

1. Some of the efforts required under this Subcontract, will be performed by the Subcontractor at Government Facilities. The Subcontractor personnel will be granted ingress and egress to such facilities at all times during normal working hours in order to perform these efforts. While Subcontractor personnel are at the Government site, they are required to comply with all rules and regulations in effect at that site. Subcontractor personnel shall comply with rules and regulations governing employee conduct with respect to health and safety not only as they relate to themselves, but to Government employees and agents of the Government. The Subcontractor shall also exercise proper care of all property at the Government site regardless of whether title to the property vests with the Government or not. Facilities to which Subcontractor personnel have access will remain in the Government's custody and shall not be considered as property or facilities furnished to the Subcontractor.
2. The Government facilities to which Subcontractor personnel have access shall be made available during the entire Subcontract performance period. In the event such facilities are not made available as scheduled, the Contractor shall (upon timely receipt of written request from the Subcontractor) determine the delay, if any, caused by the unavailability of the facilities and make an equitable adjustment of the delivery schedule and costs pursuant to the Changes clause.

#### **H.4 Facility Protection**

1. Construction/demolition shall in no way interfere with Air Traffic Control Operations. The Subcontractor may be required to work in a 24 hour, seven day a week facility. Extreme care shall be exercised so as not to cause any interference or interruption of service to any facility. The Subcontractor shall protect FAA personnel and existing FAA communication, electrical and mechanical equipment both inside and outside buildings from damage caused by impact, water, debris or dust as the result of the Subcontractor's activities. The Subcontractor shall have the overall responsibility for the performance and enforcement of all forms of protection within FAA facilities against any damages due to work performed under this Subcontract. Any damages incurred, as a result of construction activity during the performance of this Subcontract will be repaired/replaced immediately by the Subcontractor at no cost to the FAA.
2. Use of Facilities. Necessary water and power systems for the use of the Subcontractor will be made available on a case-by-case basis for the work. The Subcontractor shall verify the source of electrical power with the RE before it makes any connections. The Subcontractor shall be required to make any and all connections, and disconnections at the completion of the project.

#### **H.5 Security Badging**

1. The Subcontractor shall comply with all applicable federal, state and local governmental laws and regulations as well as rules and regulations of the Airport (if applicable) as may be amended from time to time.
2. The Subcontractor shall supply to and update as needed for FAA a list of the subcontractor's employees to be issued a Security Badge. The list shall be kept current during the project and shall include the following:
  - Full name including middle initial.
  - Social Security number ( only the last four digits)
  - Date of Birth
  - Place of Birth
  - Citizenship
  - Valid, government issue, picture identification
3. Current procedures at FAA facilities include the right to search. If, in the judgment of the FAA security guard, a cause to search a vehicle or the person or personnel exist, such a search will be made. Absolutely no fire arms, ammunition, or other weapons shall be allowed on FAA facilities.
4. During construction, any doors or access to either the exterior of the building or a classified area that must remain unsecured for any reason shall not be left unattended by the Subcontractor.
5. Upon entering the grounds of the FAA facility, Subcontractor's personnel shall report to the FAA security guard and present proper identification. A temporary badge may be given to the personnel and shall be worn on the outside garment at all times while on the premises. The badge shall be returned daily when such personnel leave the premises.
6. Subcontractor's personnel shall not violate any FAA security regulations. Violators may be removed from the premises with the right to reenter revocable. The FAA may perform security background checks on any or all Subcontractor's employees.
7. The Subcontractor's employees may be allowed to use the cafeteria and restroom facilities, providing an escort (FAA, Parsons, or Subcontractor with the required clearance) is used. Use of these facilities shall be coordinated with the RE.
8. The Subcontractor shall be responsible for compliance with all FAA or Airport Security Regulations, Airport Security procedures, and TSA 1542 (as applicable) as they may be amended from time to time. Any and all violations by the Subcontractor or its officers, employees, subcontractors, agents, or representatives pertaining to security regulations resulting in a fine or penalty to the Airport or the Subcontractor, or its officers, employees, agents, or representatives, will be the responsibility of the Subcontractor.

## **H.6 Subcontractor FAA Security Clearance**

1. Some work to be performed under this Subcontract may require that Subcontractor personnel obtain FAA security clearance and DOT-issued Subcontractor employee identification. The Subcontractor shall promptly notify the Subcontract Administrator when such clearance is considered necessary for the performance of its work. The Subcontract Administrator will make the final determination regarding the need for clearance and provide reasonable assistance to the Subcontractor in obtaining the necessary DOT-issued Subcontractor employee identification.
2. The Subcontractor shall submit quarterly reports providing the following information to the Subcontract Administrator with a copy to the Project Manager on or before the first (1<sup>st</sup>) day following each report period: A complete listing by full name in alphabetical order of all Subcontractor personnel with DOT-issued Subcontractor employee identification clearance; DOT identification/badge number; and, any employment changes made during the reporting period (examples of such changes include terminations and name changes). All lists must be in alphabetical order and include the name of the Subcontractor and the Subcontract number. Interim payment(s) will not be provided until all required security reporting has been submitted.
3. The Subcontractor will immediately contact the Subcontract Administrator in the event a Subcontractor employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses), is involved in theft of government property, or the Subcontractor becomes aware of any information that may raise a question about the suitability of a Subcontractor employee for work at a government/FAA facility.
4. The Subcontractor shall notify the Subcontract Administrator immediately whenever an employee with clearance terminates employment. The Subcontractor shall be responsible for returning all DOT-issued Subcontractor employee identification and all other DOT property to the Subcontract Administrator. Final payment will not be provided until all security badges and DOT property is returned to the Subcontract Administrator.

## **H.7 Supervision and Work Force**

1. At all times during performance of this Subcontract, and until the Work is completed and accepted, the Subcontractor shall directly superintend the Work or assign and have on the Worksite a competent superintendent who is satisfactory to the Contractor and has authority to act for the Subcontractor. Subcontractor shall advise Contractor in writing of the name, address, and telephone number (day and night) of the designated superintendent prior to the start of the Work. The designated superintendent shall not be changed except with the written consent of the Contractor.
2. The Contractor, at its sole discretion may require removal of any of the Subcontractor's or its lower tier subcontractors' employees from the site for any reason whatsoever, including but not limited to superintendent(s), foremen, workers, or suppliers.
3. Subcontractor shall, at all times, maintain supervision and an adequate force of skilled personnel, to meet the Subcontract schedule. The Subcontractor shall, when necessary, use overtime, multiple shifts, weekend and/or holiday work to maintain the approved schedule without additional compensation unless otherwise agreed to by the Contractor.
4. Subcontractor warrants that it is familiar with the labor market, and its fluctuations, in the vicinity in which the Work will be performed and that Subcontractor has included consideration for such labor market conditions in the Subcontract price and performance schedule.
5. Failure of the Subcontractor to comply with the requirements of this Section H.7 is cause for termination for default, may result in notification of the Subcontractor's bonding company, and will affect the Subcontractor's opportunity to propose on future work.

## **H.8 Risk Management Plan for Quality and Safety**

1. Subcontractor hereby commits to document, maintain, and implement a project specific Risk Management Plan (RMP) for specific safety and quality that meets the contracting and applicable statutory and regulatory requirements. The RMP shall be consistent with Parsons' policies and procedures, and sound project management principles. Subcontractor shall meet with the Project Manager prior to the start of work to

determine the requirements for the RMP, and the RMP shall be reviewed and approved by the Project Manager prior to commencement of work. During the performance of this Subcontract, Subcontractor will submit proposed changes to its RMP to the Project Manager for review and approval prior to implementation. A project specific RMP is required under this Subcontract. Parsons Risk Specialists may conduct spot audits of Subcontractor performance to ensure work is performed in accordance with the terms of the Subcontract.

2. When subcontracting any portion of this Subcontract, Subcontractor shall invoke the applicable RMP requirements on its suppliers/subcontractors. Parsons reserves the right to verify the quality of work at the supplier's facility, including any sub-tier supplier/subcontractor's facility. Access to a sub-tier supplier/subcontractor's facility will be requested through the Subcontractor and verification may be performed jointly with the Subcontractor.

## **H.9 Other Contracts**

Government or Contractor may undertake or award other contracts for additional work, or may utilize in-house construction forces, at or near the site of the Work. The Subcontractor shall fully cooperate with such other contractors and Government and Contractor employees, and carefully adapt scheduling and performance of the Work under this Subcontract to accommodate simultaneous performance, heeding any direction that may be provided by the Contractor. The Subcontractor shall not commit or permit any act which will interfere with the performance of work by any other contractors or by Government or Contractor employees.

## **H.10 Foreign Nationals as Subcontractor Employees**

1. Each employee of the Subcontractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
2. Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407:
  - must have resided within the United States for 3 of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3).
  - a risk or sensitivity level designation can be made for the position; and the appropriate security screening can be adequately conducted.

## **H.11 Bonds**

1. Bid Bond in the amount of 5% of the Subcontractor Bid Price shall be furnished in a form acceptable to Contractor as included in this Subcontract with Subcontractor's Proposal if required in the solicitation.
2. Payment Bond. For work subject to the Miller Act, Subcontractor shall be required to furnish a payment bond with surety or sureties, and in a form acceptable to Contractor as included in this Subcontract for the payment of persons furnishing material or labor in connection with the performance of the Work. The penal sum of the payment bond shall be one hundred percent (100%) of the Subcontract Price. The bond must be executed on the forms attached to the RFO, and sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list. Failure to submit an acceptable bond is cause for termination of the contract for default.
3. Performance Bond. For work subject to the Miller Act, Subcontractor shall be required to furnish a performance bond with surety or sureties, and in a form acceptable to Contractor this Subcontract in connection with the performance of the Work. The penal sum of the performance bond shall be one hundred percent (100%) of the Subcontract Price. The bond must be executed on the forms attached to the RFO, and sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list. Failure to submit an acceptable bond is cause for termination of the contract for default.

4. Bonds shall be effective as of the Award date of the Subcontract, and should be delivered to the Subcontract Administrator prior to the start of any Work.
5. Contractor may contact, or allow Government to contact, Subcontractor's surety at any time.
6. Attorneys-in-fact who sign bid bonds or contract bonds shall file with each bond a certified and effectively dated copy of their power of attorney. If any surety furnishing a bond in connection with this contract becomes unacceptable to the Contractor, or fails to furnish reports on its financial condition as requested by the Contractor, or if the Subcontract Price increases to the point where the security furnished becomes inadequate in the Contractor's opinion, the Subcontractor must promptly furnish additional security as required to protect the interests of the Government and of persons supplying labor or materials in performance of this Subcontract.
7. Subcontractor shall obtain and provide to Contractor a Consent of Surety from Subcontractor's bonding company, in a form acceptable to the Contractor, for any contract modification acknowledging that the bonds shall apply and extend to the Subcontract as modified or amended.

## **H.12 Insurance**

1. Subcontractor, before commencing work and until Final Acceptance of the Work shall provide at its own expense and maintain in effect the following types and amounts of insurance with terms and with insurance companies that have a minimum Best's rating of at least B+:VII:
  - A. Workers' Compensation Insurance including Occupational Disease coverage in accordance with the laws in the jurisdiction(s) of the work area and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per person per accident.
  - B. Commercial General Liability Insurance, including Contractual Liability and Products Completed Operations coverage with limits of not less than one million dollars (\$1,000,000) combined single limits. Products/Completed Operations Coverage shall be for a period of two years after completion of the work.
  - C. Automobile Liability Insurance covering owned, non-owned and hired vehicles used by Subcontractor with limits of not less than one million dollars (\$1,000,000) combined single limit.
  - D. Other insurance as required in this Section.
  - E. Other insurance requirements are set out below.
    - i. Additional Insured: As to insurance set out in this Section H.12, the Subcontractor's insurance policies shall be endorsed to include "PTSI Managed Services, Inc., Parsons Corporation and its subsidiaries, and The United States of America, acting by and through the Federal Aviation Administration" as additional insureds.
    - ii. Waiver of Subrogation: Underwriters and insurance companies of Subcontractor shall not have any right of subrogation against Contractor or any of its parents, subsidiaries, agents, employees, invitees, servants, subcontractors, insurers, underwriters, and such other parties as may be reasonably designated.
    - iii. Primary Insurance: With respect to Subcontractor's work, Subcontractor's insurance shall always be primary coverage with respect to any insurance that may be maintained by Contractor. The Subcontractor shall be solely responsible for all deductibles and premium payments associated with the insurance required under this Subcontract.
    - iv. Notice of Cancellation: Thirty (30) calendar days prior written notice shall be given to Contractor in the event of cancellation or material change in the policies.
    - v. Certificates: Subcontractor shall furnish Certificates of Insurance (Standard ACORD Form 25-S) evidencing insurance required hereunder before the start of any work and, upon request, shall furnish copies of the actual policies.
  - F. Unless otherwise agreed to in writing by the Parties, the Subcontractor shall require its lower tier subcontractors to provide the same insurance coverages and adhere to the same requirements as described herein. The Contractor reserves the right to require Certificates of Insurance from the Subcontractor's lower tier subcontractors in the same form and with the same terms and conditions set forth in this Section H.12.

### **H.13 Special Insurance Requirements**

1. Certificates of Insurance. Subcontractor shall furnish Certificates of Insurance (Standard ACORD Form 25-S) to the Contractor. The Certificate of Insurance shall evidence insurance required in the Subcontract before the start of any work. Note that the Certificate Holder for Parsons shall be designated on the Certificate of Insurance as follows:

PTSI Managed Services Inc.  
5875 Trinity Pkwy #300  
Centreville, VA 20120

Certificates of Insurance shall also be prepared for and forwarded to other Certificate Holders as may be required. Upon request, the Subcontractor shall furnish copies of the actual policies. Certificates of Insurance shall include specific reference to compliance with Section H.12 and as may be further modified in this Subcontract.

2. Other Additional Insureds. The Subcontractor's insurance policies may also be required to be endorsed to include other entities as additional insured if required by the airport where the work is to be performed. In addition to the insurance requirements set out in Section H.12., the Subcontractor shall provide insurance coverage as required by the airport where the work is to be performed. No work may be performed and no vehicle or equipment may enter airport where the work is to be performed unless the proper insurance has been provided. The Subcontractor must obtain the most recent endorsement forms from the airport where the work is to be performed. Certificates of Insurance shall be forwarded to Certificate Holders designated by the Additional Insured in accordance with Section H.12.
3. Builder's Risk Insurance of Installation Floater Insurance as applicable.
4. Required Limits of Insurance. The insurance requirements set out in Section H.12 apply.

### **H.14 Permits, Licenses, Taxes, and Responsibilities**

The Subcontractor must, without additional expense to Contractor, obtain any necessary licenses and permits, and for complying with any Federal, state, and local requirements including municipal laws, codes, and regulations applicable to the performance of the Work. The Subcontractor is also responsible for all damages to persons or property that occur as a result of the Subcontractor's fault or negligence, and must take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Subcontractor's price must include all applicable federal, state and local taxes and duties associated with the Work. The term "local taxes" as used in this Subcontract includes taxes imposed by a possession of the United States or by Puerto Rico.

### **H.15 Indemnification**

1. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Contractor's parent and affiliates (and the officers, directors, employees, agents, and invitees of any of them), Contractor's contractors and suppliers of any tier, and Government from and against any and all liabilities, claims, demands, damages, or costs, including, without limitation, settlement sums, attorney fees, consultant and expert fees, alleged or incurred in connection with personal injury, including bodily injury or death, and/or property damage, workers' compensation assessments or claims involving employees of Subcontractor and/or Subcontractor's subcontractors, environmental and/or natural resource damages, breach by Subcontractor of this Subcontract, violation by Subcontractor of any applicable law pursuant to this Subcontract, and/or any other liabilities arising from Subcontractor's and/or its subcontractors' performance of the Work, unless caused by the sole negligence of Contractor.
2. Subcontractor's responsibility for damage to property or injury or death of persons is not limited in whole or in part by the use of any machine, tool, or equipment belonging to, or furnished by Contractor, Government, Subcontractor, or Subcontractor's lower tier subcontractors and used by Subcontractor or its subcontractors in the performance of this Subcontract, or caused by an act of any employee of Contractor while such employee is acting under the direction, control, or on behalf of Subcontractor or its subcontractors.
3. Subcontractor shall hold Contractor harmless from and hereby indemnifies Contractor against any loss or damage to equipment furnished by Contractor or Government, no matter how or by whom the loss or damage is caused. Subcontractor hereby indemnifies Contractor and waives any and all claims against Contractor or

Government for any loss, cost, or damage, to any Subcontractor furnished equipment, regardless of whether or not Subcontractor is acting under the direction or instruction of the Contractor at the time of the loss or damage.

4. Subcontractor shall not be entitled to any anticipatory profits or to special (including multiple or punitive, or incidental) damages. Neither acceptance of nor payments for work by Contractor to Subcontractor, or any part of the Work, nor any extension of time nor any possession taken by the Contractor or Government shall operate as a waiver of any portion of the Subcontract.

#### **H.16 Notices and Invoicing**

1. Invoices required by this Subcontract shall be made forwarded to the Contractor electronically through a secured web site that will be provided to the Subcontractor.
2. Any notices required by this Agreement to be forwarded to the Subcontractor shall be sent to the address shown in Section A of the Subcontract. Nothing contained in this clause shall be construed to restrict the transmission of routine communications between representatives of the Contractor and Subcontractor.

#### **H.17 Liens, Encumbrances, and Claims**

1. With respect to all work provided by Subcontractor pursuant to this Subcontract: no liens or other encumbrances shall be filed by Subcontractor; Subcontractor expressly waives and relinquishes any and all rights to such liens or encumbrances; the waiver stated herein is an independent covenant supported by separate consideration included within the Subcontract price. Subcontractor shall ensure that a clause substantially similar to this Section H.17. is included in all lower tier subcontracts issued hereunder.
2. Subcontractor shall promptly pay, when due, all wages of laborers and employees, all bills for materials used in the Work, all claims of any lower tier subcontractors, and all statutory withholdings. Subcontractor agrees to indemnify Contractor and Government and hold them, the Site, and the Work harmless from and against any and all liens, claims for labor, services, and materials and agrees to forthwith discharge and pay any and all liens and claims resulting from Subcontractor's performance of the Services. If such a lien is filed, Subcontractor shall, within fifteen days after notification by Contractor, pay such lien and obtain a Release of Lien, or post a Release Bond to lift the lien, and shall duly record such Release of Lien or Release Bond in the appropriate county real estate records and provide Contractor with a copy of the recorded Release of Lien or Release Bond. Failure to do so shall be deemed to be a material breach of this Subcontract. Contractor at its discretion may withhold monies due Subcontractor and use said money to satisfy any liens or past due amount.
3. Contractor may, as a condition precedent to any payment, require Subcontractor to furnish complete waivers or releases of any and all such liens, charges, encumbrances, and claims. Waivers or releases must be furnished by Subcontractor covering all liens, charges, encumbrances, and claims as a condition to final payment.

#### **H.18 FAA's KSN Website Application**

The Subcontractor will be required to use the FAA's SharePoint (KSN) website for submission of subcontract required items including but not limited to RFI's, submittals, change orders, and invoices. The website workspaces will facilitate project communication and will minimize the transfer of paper documents. Where documents are transferred electronically to the website workspaces, submission of additional paper documents will not be required unless specifically requested by the Contractor, and then only to the extent reasonably required.

#### **H.19 Post Award Evaluation of Subcontractor Performance**

Evaluations of Subcontractor performance will be prepared on this Subcontract in accordance with Government policies. A final performance evaluation will be prepared at the time of completion of the Work. In addition to the final evaluation, interim evaluations may be prepared. Interim and final evaluations will be provided to the Subcontractor as soon as practicable after completion of the evaluation. The Subcontractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Copies of the evaluations, Subcontractor responses, and review comments, if any, will be retained as part of the Subcontract file, and may be used to support future award decisions.

## **H.20 Contract Interpretation (Notice of Ambiguities)**

1. This written contract and any and all identified writings or documents incorporated by reference physically attached constitute the complete agreement between the parties and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify, or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language, but must be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
2. It is the obligation of the Subcontractor to exercise due diligence to discover and bring to the attention of the Contractor at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference in the Subcontract. Failure to comply with such obligations may be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, and conflicts.
3. The Subcontractor must check all drawings furnished immediately upon receipt; compare all drawings and verify the figures before laying out the work; promptly notify the Contractor of any discrepancies; and, be responsible for any errors that might have been avoided by complying with this clause. Omissions from drawings or specifications or misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work. The Subcontractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
4. If any ambiguities or discrepancies are discovered, the Subcontractor must immediately submit the matter to Project Manager and Subcontract Administrator for determination. Any inconsistency in the Subcontract shall be resolved by giving precedence in the following order: Part I Schedule (Sections A through H including Serialized Amendments and Proposal and Pricing Forms; Part IV (sections K through M); Part II (Section I); and, Part III (Section J). In the event of a conflict between the drawings and the specifications, the specifications shall govern.

## **H.21 Dismantling and Demolition of Property**

1. The Subcontractor shall receive title to all property to be dismantled or demolished that is not specifically designated in the Subcontract as being retained by Government. The title shall vest in the Subcontractor immediately upon Contractor's issuing the notice of award, or if a performance bond is to be furnished after award, upon Contractor's issuance of a notice to proceed with the Work. Contractor shall not be responsible for the condition of, or any loss or damage to, the property.
2. The Subcontractor shall provide documentation acceptable to the Contractor including manifests, chain-of-custody, or other documents proving disposal of material and/or equipment (removed from project sites) in accordance with local, state, and federal requirements. Re-use of towers is prohibited.

END OF SECTION

**PART II - SECTION I**  
**SUBCONTRACT CLAUSES**

**I.1 Referenced Terms and Conditions**

1. When the material or services furnished are for use in connection with the Federal Aviation Administration's Technical Support Services Contract 4 (T4) with PTSI Managed Services Inc. (Parsons), in addition to Parsons' Subcontract Terms and Conditions, the clauses listed below shall apply as applicable by the terms of the T4 Contract prime contract or by operation of law or regulation and have the same force and effect as if they were given in full text. The effective version of each AMS clause shall be the same version as that which appears in the T4 Contract. In the event of a conflict between the AMS and the Subcontract Terms and Conditions, the Subcontract shall take precedence. However, Subcontractor must seek clarification from the Subcontract Administrator so that any discrepancies can be resolved consistent with the overall intent of the Subcontract. Subcontractor shall insert these provisions in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise as appropriate. Upon request, the Subcontract Administrator will make the full text available, or offerors and contractors may obtain the full text via Internet at: <https://fast.faa.gov/contractclauses.cfm>.
2. The obligations of the Contractor to the Government as provided in the clauses below shall be deemed to be the obligations of Subcontractor to the Contractor. Wherever appropriate to make the incorporated clauses applicable to this Subcontract, references in the incorporated clauses to the "Government" or "Contracting Officer" shall mean "Contractor" or "Subcontract Administrator" respectively. In addition, wherever appropriate, references to "Contractor" and "Contract" in these clauses shall mean "Subcontractor" and "Subcontract" respectively.
3. Notwithstanding the above, the substitution of terms does not constitute Contractor's right to the Subcontractor's proprietary data or intellectual property. Any such proprietary data or intellectual property will only be made available to the appropriate Government personnel upon request. Clauses that involve access to Subcontractor proprietary information shall flow down with references to "Government" and "Contracting Officer" unchanged.

<b>AMS</b>	<b>AMS Title</b>	<b>AMS Date</b>
3.1.9-1	Electronic Commerce and Signature	Jul-18
3.2.2.3-8	Audit and Records	Jul-10
3.2.2.3-27	Subcontractor Cost or Pricing Data	Jul-04
3.2.2.3-30	Termination of Defined Benefit Pension Plans	Jul-04
3.2.2.3-36	Reversing or Adjusting of Plans for Postretirement Benefits Other Than Pensions	Jul-04
3.2.2.3-47	Permits and Responsibilities	Jul-04
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Jul-04
3.2.2.3-64	Dismantling and Demolition of Property	Jul-04
3.2.2.3-67	Special Precautions for Work at Operating Airports	Jul-04
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Apr-11
3.2.2.7-7	Certification Regarding Responsibility Matters	Jan-18
3.2.2.7-8	Disclosure of Team Arrangements	Apr-08
3.2.5-3	Gratuities or Gifts	Jan-99
3.2.5-4	Contingent Fees	Oct-96
3.2.5-5	Anti-Kickback Procedures	Oct-10
3.2.5-6	Restrictions on Subcontractor Sales to the FAA	Apr-96
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions	Oct-17
3.2.5-8	Whistleblower Protection for Contractor Employees	Apr-96
3.3.1-17	Prompt Payment	Jul-18
3.3.1-33	System for Award Management	Jul-18
3.4.1-4	Performance Bond Requirements	Jan-17
3.4.1-5	Payment Bond Requirements	Jan-18
3.4.1-6	Additional Bond Security	Apr-96
3.4.2-6	Taxes – Contracts Performed in U.S. Possessions or Puerto Rico	Oct-96
3.4.2-7	Federal, State, and Local Taxes - Fixed-Price, Noncompetitive Contract	Jul-19

<b>AMS</b>	<b>AMS Title</b>	<b>AMS Date</b>
3.5-1	Authorization and Consent	Jan-19
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jan-09
3.5-13	Rights in Data - General	Oct-14
3.6.2-1	Contract Work Hours and Safety Standards Act-Overtime Compensation	Oct-18
3.6.2-8	Affirmative Action Compliance	Apr-96
3.6.2-9	Equal Opportunity	Oct-18
3.6.2-12	Equal Opportunity for Veterans	Oct-18
3.6.2-13	Affirmative Action for Handicapped Workers	Oct-18
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era	Oct-18
3.6.2-16	Notice to the Government of Labor Disputes	Oct-18
3.6.2-18	Davis Bacon Act	Oct-18
3.6.2-19	Withholding-Labor Violations	Jul-17
3.6.2-20	Payrolls and Basic Records	Apr-17
3.6.2-21	Apprentices, Trainees, and Helpers	Jan-19
3.6.2-22	Subcontracts (Labor Standards)	Jan-19
3.6.2-23	Certification of Eligibility	Jan-19
3.6.2-24	Affirmative Action Compliance Requirements for Construction	Jan-19
3.6.2-28	Service Contract Act of 1965, as Amended	Jan-19
3.6.2-41	Employment Eligibility Verification	Apr-19
3.6.3-10	Refrigeration Equipment and Air Conditioners	Oct-10
3.6.3-12	Asbestos-Free Construction	Apr-17
3.6.3-13	Recycle Content and Environmentally Preferable Products	Oct-16
3.6.3-16	Drug Free Workplace	Mar-09
3.6.4-3	Buy American Act--Construction Materials	Apr-96
3.8.2-10	Protection of Government Buildings, Equipment, and Vegetation	Jul-19
3.10.1-7	Bankruptcy	Apr-96
3.10.1-9	Stop-Work Order	Oct-96
3.10.1-11	Government Delay of Work	Apr-96
3.10.2-5	Competition in Subcontracting	Jan-98
3.10.5-1	Product Improvement/Technology Enhancement	Apr-96
3.14-2	Contractor Personnel Suitability Requirements	Jan-18
3.14-3	Foreign Nationals as Contractor Employees	Apr-14
3.14-4	Access to FAA Facilities, Systems and Government Property, and Sensitive Information	Jan-19
3.14-9	Information Security Continuous Monitoring (ISCM) and Forensics on Contractor Systems	Oct-18

## **I.2 Confidentiality of Data and Information**

1. In performance of this Contract, the Contractor and any of its subcontractors may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this Subcontract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractor(s) agree to abide by any restrictive use conditions on such data and not to:
  - A. Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless the data or information has otherwise become available to the public through no action or fault of the Contractor;
  - B. Use for any purpose other than the performance of this Subcontract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault by the Subcontractor.
2. In the event the work required to be performed under this Subcontract requires access to proprietary data of other companies, the Subcontractor must obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contractor for delivery to the Contracting

Officer for the Government's information. These agreements must prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. The Subcontractor agrees that any such data, whether obtained by the Subcontractor pursuant to the agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

3. Through formal training in company policy and procedures, the Subcontractor agrees to make employees aware of the requirement to maintain confidentiality of data or information, and the need to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government. The Subcontractor must obtain from each employee, engaged in any effort connected with this Subcontract, an agreement, in writing, which must in substance provide that such employee will not, during employment by the Subcontractor, or thereafter, disclose to others or use for their own benefit or the future benefit of any individual, any trade secrets, confidential information, or proprietary or restricted data (to include Government "For Official Use Only" received in connection with the work under this Subcontract) unless such information otherwise falls into the public domain through no action or fault of the Subcontractor or employee.
4. The Subcontractor agrees to hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party data or software by the Subcontractor, its employees, subcontractors, or agents.
5. Except as the Contracting Officer, through the Contractor, specifically authorizes in writing, upon completion of all work under the Subcontract, the Subcontractor must return all such data and information obtained from the Government, including all copies, modifications, adaptation, or combinations thereof, to the Contractor for delivery to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the Subcontractor's agreement with that company, or, if the agreement makes no provision for disposition, must be returned to that company. The Subcontractor must further certify in writing to the Contractor, for delivery to the Contracting Officer, that all copies, modifications, adaptations or combinations of such data or information, which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Subcontractor's records and destroyed.
6. These restrictions do not limit the Subcontractor's right to use and disclose any data and information obtained from other sources without restriction.

### **I.3 Confidentiality of all Drawings, Specifications, and Plans**

All drawings, specifications, plans, and all other information furnished to Subcontractor by Contractor or obtained by Subcontractor pursuant to its performance of the Work under this Subcontract shall be held in confidence by Subcontractor and shall not be used by Subcontractor for any purpose other than for the performance of the Work or as authorized in writing by Contractor. Subcontractor acknowledges that all such plans, drawings, specifications, and all information gathered by Subcontractor in the performance of the Work under this Subcontract is the property of Government and, except as the Contractor specifically authorizes in writing, all such information shall be returned to Contractor with any copies made at the completion of the Work.

### **I.4 Personal Services/Inherently Governmental Actions**

1. No personal services shall be performed under this Subcontract. No Subcontractor employee will be directly supervised by the Government. All individual Subcontractor employee assignments, and daily work direction, must be given by the applicable Subcontractor supervisor. If the Subcontractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Subcontractor employee, the Subcontractor must promptly notify Parsons of this communication or action.
2. The Subcontractor must not perform any inherently governmental actions under this Subcontract. No Subcontractor employee shall hold him or herself out to be a Government employee, agent or representative. No Subcontractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this Subcontract, Subcontractor employees must identify themselves as Subcontractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this Subcontract, the Subcontractor employee must state that they have no authority to, in any way, change the Prime Contract and that if the other Contractor believes this communication to be a direction to change their

contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the appropriate Contracting Officer.

3. The Subcontractor must insure that all of its employees working on this Subcontract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the Prime Contract, including those related to the Government's right to inspect and accept the services to be performed under this Subcontract. The substance of this clause must be included in all subcontracts at any tier.
4. The Subcontractor must also ensure that all employees working within FAA spaces are clearly identified as contractor support service personnel. This includes wearing contractor badges that are clearly visible at all times and identifying Subcontractor occupied work cubicle(s) with clearly marked signage that identifies the occupant(s) as Subcontractor support personnel.

#### **I.5 Assignment and Lower Tier Subcontracts**

1. The Subcontractor shall not subcontract, sublet, or assign the Work, or any part thereof, and shall not assign any monies to become due, without first obtaining the written consent of Contractor in each and every instance. Any approved Work must conform to the requirements of the general and detailed conditions of this Subcontract and require the lower tier subcontractor to be bound by and subject to the requirements of this Subcontract. The lower tier subcontracts may contain different conditions than provided herein with respect to payments, deliveries and matters not affecting the quality or timely completion of the services required to complete this project in a timely manner.
2. Upon request, Subcontractor shall make available copies of the lower tier subcontracts to the Contractor. The Subcontractor shall be and remain solely responsible to the Contractor for the acts or faults of its lower tier subcontractor(s) and their officers, agents and employees. The Subcontractor and its lower tier subcontractor(s) shall jointly and severally agree that no obligation upon the Contractor is thereby created to pay to, or see to payment of any sums to any lower tier subcontractor. Contractor may assign all of its rights and title to all goods and services provided under this Subcontract to the Government or any subsidiary of Contractor.

#### **I.6 Accident Prevention**

1. The Subcontractor shall provide and maintain work environments and procedures which will: safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Subcontractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and control costs in the performance of this Subcontract.
2. For these purposes the Subcontractor shall provide appropriate safety barricades, signs, and signal lights, comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910, and ensure that any additional measures the Contractor determines to be reasonably necessary for the purposes are taken.
3. Whenever the Contractor becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government or Contractor personnel, the Contractor shall notify the Subcontractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Subcontractor or the Subcontractor's representative at the Worksite, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Subcontractor shall immediately take corrective action. If the Subcontractor fails or refuses to take immediate corrective action, the Contractor may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Subcontractor shall not be entitled to any equitable adjustment of the Contract Price or extension of the performance schedule on any stop work order issued under this clause.
4. The Subcontractor shall insert this clause, including this paragraph I.7.3, with appropriate changes in the designation of the parties, in its subcontracts.

#### **I.7 Safety and Health**

1. The Subcontractor shall be responsible for its employees and its lower tier subcontractor or supplier employees' compliance with the Subcontract safety and health and all other related requirements. The Subcontractor shall assure that no person employed on this Subcontract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Subcontractor

shall comply with Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States, and supplemental FAA and Contractor safety and health requirements stated below or elsewhere in the Subcontract.

2. If there are conflicts between any of the safety and health requirements referenced in this Subcontract, the more stringent requirement will prevail.
3. If the Subcontractor or its subcontractors or vendors fails or refuses to comply with any safety or health requirement, the Contractor will notify the Subcontractor of any noncompliance and the Subcontractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Subcontractor or any of its employees, or its lower tier subcontractors' or vendors' employees at the Worksite, shall be deemed sufficient. If the Subcontractor or any of its subcontractors or vendors fails or refuses to immediately correct the condition, the Contractor may stop all or any portion of the Work. When satisfactory corrective action has been taken, the Subcontractor shall request permission to resume work from the Contractor. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the Contractor to provide notice of noncompliance or to stop work shall not relieve the Subcontractor of its responsibility for the safe performance of the Work.
4. Subcontractor safety violations are cause for termination for default, may result in notification of the Subcontractor's bonding company, and will affect the Subcontractor's opportunity to propose on future work. The Contractor reserves the right to charge back to the Subcontractor actual costs incurred by the Contractor directly or indirectly to perform safety inspections, complete paperwork, and investigate and prepare reports.
5. Subcontractor security violations are cause for termination for default, may result in notification of the Subcontractor's bonding company, and will affect the Subcontractor's opportunity to propose on future work. The Contractor reserves the right to charge back to the Subcontractor actual costs incurred by the Contractor directly or indirectly to perform security investigations, complete paperwork, and prepare reports.
6. The Subcontractor shall furnish hard hats and other required safety equipment, except that which has been specified to be furnished by Government and/or Contractor. Hard hats meeting the requirements of Occupational Safety and Health Administration (OSHA) shall be worn by all persons on all construction projects unless a more serious hazardous condition is created by such use.
7. The Contractor will evaluate the Subcontractor on its safety and security performance, including that of its subcontractors. The number and severity of safety and security violations will be considered in this evaluation.

#### **I.8 Standard of Care**

The Professional Services performed by the Design-Builder shall be performed with that level of care and skill ordinarily exercised by or under the direction of members of the Design-Builder's profession practicing in the same locality of the project under similar conditions.

#### **I.9 Notice of Third Party Claims Against the Subcontractor**

Subcontractor shall give Contractor immediate notice of any suit or action filed, or any claims made, against Subcontractor arising out of the performance of this Subcontract or any lower-tier subcontracts. Subcontractor shall furnish immediately to Contractor copies of all documents received by Subcontractor pertinent to such actions, suits, or claims.

#### **I.10 Release of News Information**

No news release, including photographs and films, public announcement, denial, or confirmation shall be made by Subcontractor concerning the subject matter of this Subcontract without the prior written approval of Contractor.

#### **I.11 Rights, Remedies and Waiver**

The rights and remedies provided in this Subcontract to Contractor shall be cumulative with and in addition to the rights and remedies otherwise available at law or elsewhere provided for herein. No failure to exercise or delay in exercising on the part of Contractor of any right provided by this Subcontract or at law shall operate as a waiver thereof.

### **I.12 Severability**

If any provision in this Subcontract is determined to be void or unenforceable, such determination shall not affect the validity of any other provision.

### **I.13 Bankruptcy.**

In the event of the bankruptcy or insolvency of Subcontractor, its successors or assigns, or of any assignment of Subcontractor of portions of this Agreement for the benefit of its creditors, Contractor Buyer shall have the right to terminate this Agreement or any relevant part hereof.

### **I.14 Termination for Convenience**

1. Contractor may terminate this Agreement for Contractor's convenience, in whole or in part, by written notice to Subcontractor. Such termination shall be effective in the manner specified in the notice and shall be without prejudice to any claims that Contractor or Client may have against Subcontractor. On the date of such termination or cancellation stated in said notice, Subcontractor shall discontinue all Services pertaining to this Agreement and preserve work in progress, and completed work pending Contractor's instructions, and dispose of same in accordance with Contractor's instructions. Contractor reserves the right to direct Subcontractor to assign to Contractor any of Subcontractor subcontracts, orders, or commitments. Cancellation payments to Subcontractor or refund to Contractor, if any, will be based on that portion of the Services satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit of such Services, plus reasonable and necessary expenses resulting from the cancellation, as substantiated by documentation satisfactory to and verified by Contractor, disposition of Services and material on hand, and amounts previously paid by Contractor. Subcontractor shall not be entitled to any prospective or anticipatory profits or damages because of such cancellation.
2. Subcontractor shall provide prompt notification to Contractor of its Acquisition by or Merger with another entity. "Acquisition" or "Merger" shall mean the assumption of controlling interest by another entity. For these purposes, "controlling interest" means ownership of more than 50% of a Subcontractor's voting shares, or the direct or indirect possession of the power to direct or cause the direction of the management and policies of Subcontractor, whether through ownership of voting securities, by contract or otherwise. In the event of an Acquisition of or Merger with Subcontractor by another entity, Contractor shall have the right to terminate this Agreement for Contractor's convenience.

### **I.15 Termination for Default (Cause)**

1. Buyer may by written notice to Subcontractor, terminate this Agreement or any part thereof for default if:
  - A. In Buyer's opinion, Subcontractor appears to be insolvent or in such an unsound financial condition as to endanger performance;
  - B. Subcontractor fails to deliver the Articles or perform the Services, in accordance with the delivery schedule specified herein;
  - C. Subcontractor does not cure any of the following causes for Termination for Default within a period of ten calendar days after receipt of written notice from Buyer specifying such cause;
  - D. Buyer has reason to believe that Subcontractor will be unable to complete the Services for the purchase price;
  - E. Subcontractor has repudiated, either orally or in writing, its obligation to complete the Services pursuant to the Terms of this Agreement; or
  - F. Subcontractor has failed to make reasonable progress so as to endanger performance of this Agreement or has otherwise failed to comply with any provisions of this Agreement.
2. At Buyer's option, Subcontractor shall deliver subject Articles and Related Materials as defined below to Buyer no later than two business days after termination. If Subcontractor is unwilling to deliver Articles and Related Materials, Buyer shall have the immediate right of possession and to remove the subject Articles, and shall have the option to further take immediate possession of and remove all drawings, records, equipment, and material incorporated in the Articles ("Related Materials") from Subcontractor's premises identified under this

Agreement and may finish said Services by whatever reasonable method Buyer may deem expedient, or may secure similar articles elsewhere or secure the manufacture and delivery of the Articles by order or by otherwise reasonably available methods.

3. Subcontractor shall not be entitled to any further payments under this Agreement, except for payment of Seller's actual unpaid costs of all drawings, records, and Articles that Buyer has elected to take possession of and remove, or asked Seller to deliver, and Seller shall be liable to Buyer for all costs in excess of the purchase price incurred in completing the Services or securing similar Articles elsewhere; provided, however, that Seller shall not be liable for such excess costs when delay of Seller in making deliveries is due to causes beyond Seller's control, or such delay is without fault or negligence on the part of Seller. Such cause will not, however, be the basis of excusable delay unless Seller has notified Buyer in writing of the existence of such a cause within ten days from the onset thereof. Buyer's remedies for Seller's breach are cumulative.
4. If Seller denies or interferes with Buyer's right of possession and removal as set forth in paragraph (1) above, Buyer may enforce said right in a court of law, and in such a proceeding the only matter to be considered shall be the right of possession and removal, with all other matters relating to the order to be determined by arbitration under the Disputes Clause of this Agreement. In any undertaking required pursuant to such enforcement, the levying officer as authorized shall immediately deliver possession of said Articles and Related Materials on behalf of Buyer, and Seller shall be liable for all costs including attorney's fees.
5. Following a termination for default, should it be judicially determined that Seller was not in default, such termination shall be deemed a termination made pursuant to (Termination for Convenience).

#### **I.16 Subcontractor's Rights and Obligations upon Termination**

1. In the event of a termination for default, Subcontractor shall not be entitled to receive any further payment, if any may then be due, until all Work is completed. Contractor may acquire, in the manner Contractor considers appropriate, services similar to the Work terminated for default. Subcontractor shall be liable for, and pay to, Contractor any reasonable cost, including the cost for additional managerial and administrative services, in excess of the Subcontract price for the Work.
2. In the event this Subcontract is terminated for convenience, the obligations of this Subcontract shall continue as to work already performed, as to obligations entered into by Subcontractor, before the date of termination and as to obligations not reasonably terminable thereafter. Subcontractor shall be entitled to relative proportions of the agreed Subcontract price for the portions of the Work done before the effective date of termination. Subcontractor shall not be entitled to any profit or fee on unperformed Work.
3. Subcontractor shall incorporate a termination clause substantially the same as set forth in this clause, in all purchase orders and lower tier subcontracts.

#### **I.17 Suspension of Work**

1. Government may, at any time, suspend performance of all or any part of the Work by giving not less than five working days written notice to Contractor. Contractor shall notify Subcontractor of such suspension as soon as practicable. The suspension may be continued by Government for a period up to sixty calendar days during which period Contractor may at any time, by written notice, require Subcontractor to resume performance of the Work.
2. If at the end of the 60-day period of suspension, Government has not required a resumption of the Work, that portion of the Work that has been suspended may be terminated at the discretion of the Government pursuant to the provisions of this section. Subcontractor shall be compensated in accordance with, and shall follow the procedures specified in this Subcontract.
3. Contractor shall not be liable for any damages, anticipated profits, economic damages or costs incurred with respect to suspended work during any period of suspension, except for costs that are incurred for the purpose of safeguarding the Work materials, and equipment in transit or at the Site, are incurred for such personnel, subcontractors, or rented equipment that are maintained at the Site, or are other reasonable and unavoidable costs of shutting down the Work or reassembling personnel and equipment.

### **I.18 Delays and Force Majeure**

1. In the event the Subcontractor's performance of this Subcontract is delayed or interfered with by acts of the Government, relevant airport authority, Contractor or other subcontractors, it may request an extension of the time for the performance of the Subcontract. The Subcontractor is entitled to compensation only to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, recover from the Government for such delays.
2. No allowance for an extension of time, for any cause whatsoever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within forty-eight hours after the cause of such extension first became known to or should have become known to the Subcontractor.
3. No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of Contractor or relevant approving agency thereto when such drawings are not properly prepared, or when the Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.
4. Any delay or failure of performance by either Party pursuant to this Subcontract, shall be excused if, and to the extent, the delay or failure was caused by occurrences beyond the control of the Party affected and not due to its fault or negligence, including: decrees of a governmental instrumentality, acts of God, severe and unusual weather conditions, floods, fires and explosions, riots, war, rebellion, national emergency, and sabotage; provided, however, that the foregoing shall not be considered a waiver of either Party's obligations under this Subcontract and further provided that the Party seeking relief under this paragraph shall be required to use reasonable diligence in seeking to overcome the obstacle, and performance shall have been resumed within a reasonable time after the obstacle has been removed; provided still further, that the Party seeking relief shall promptly notify the other in writing of the time of starting and ending of any such occurrence, and describe the nature of the occurrence and its anticipated effect on the performance of this Subcontract. The occurrence specified in this paragraph shall not, under any circumstances, be a basis for increasing the Subcontract price. Subcontractor shall not charge Contractor for any standby, moving, or like costs that may be incurred by Subcontractor in connection with any work stoppage caused by the above events or like circumstances beyond either Party's control.

### **I.19 Disputes**

1. The Parties agree to make a good faith effort to mutually resolve any dispute as quickly as practicable.
2. If, however, the Parties have not so resolved the dispute, the Parties' representatives shall submit the dispute to one of their senior-level executives (including Presidents, Executive Vice Presidents, Senior Vice Presidents, and Chief Financial Officers) for review and simultaneously notify the other Party in writing thereof. The Subcontractor shall provide notice of any such dispute to the Contractor's National Headquarters Office at the address shown below:

PTSI Managed Services, Inc.  
955 L'Enfant Plaza North, S.W., Suite 6100  
Washington, D.C. 20024  
Attn: Program Manager

2. A meeting shall be held within ten business days after such notice of submission attended by such senior-level executives of the Parties and any necessary representatives to attempt in good faith to negotiate a resolution of the dispute.
3. If, within ten business days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the appropriate party may file a civil action in either the Superior Court of the State of California, for the County of Los Angeles, Northeast District or the United States District Court for the Central District of California, or, in the alternative, and if mutually agreed to by the parties, the dispute may be submitted for arbitration in Pasadena, California, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted by a single arbitrator who shall be licensed to practice law within the State of California and shall be a member of the American Bar Association's Forum on the Construction Industry. If the dispute is arbitrated, the award made by the sole arbitrator shall be conclusive and binding upon the parties, subject to the provisions of the California Code of Civil Procedure

relating to arbitration, as the code exists at the time of the arbitration award. The arbitrator may fix and assess expenses of the arbitration against either or both parties. Judgment upon the arbitration award rendered by the arbitrator may be entered in a court of competent jurisdiction. The final judgment of the court (after all appeals have been finally determined or the time for appeal has expired, without an appeal having been made), or, in the absence thereof, the decision of the arbitrator, with respect to any dispute shall be binding on Buyer and Seller.

4. During the pendency and conduct of any dispute, litigation, arbitration, or litigation to enforce the award of an arbitrator at Contractor's direction, Subcontractor shall continue to perform the Work. Nothing in this Paragraph, however, shall limit the right of Buyer to complete the Services in any manner it sees fit.
5. The rights and obligations of the Parties under this provision shall survive completion or termination of this Subcontract.

#### **I.20 Governing Law**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, in all respects, including statutes of limitations, but specifically excluding the conflict of law's provisions normally applied therein to any dispute or controversies arising out of or pertaining to this agreement.

#### **I.21 Choice of Forum**

Subcontractor agrees that no lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in any court other than either the Superior Court of the State of California, for the County of Los Angeles, Northeast District, or the United States District Court for the Central District of California.

#### **I.22 Contract Documents**

The Contract Documents are intended to be complimentary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted consistent with construction and design industry standards. Anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings and not called for by the specifications, shall be of like effect as if called for and shown in both. In the event of a conflict between the drawings and the specifications, the specifications shall govern. If Subcontractor discovers any ambiguities or discrepancies, Subcontractor shall immediately submit the matter to Contractor for determination. Any inconsistency in the Subcontract shall be resolved by giving precedence in the following order: Signed Solicitation, Offer, and Award Form; Proposal and Pricing Form; Representations and Certifications; Serialized Amendments, if any, issued prior to the due date of proposal; Section H, Special Subcontract Requirements; Section I, Subcontract Clauses; and, Section J, including Scope of Work, Basis of Design, performance requirements, specifications, or other attachments.

#### **I.23 Right of Work Product**

1. The FAA shall have unlimited rights in all drawings, designs, specifications, notes and other work, regardless of format, electronic or otherwise, developed by the Design-Builder in the performance of this Subcontract. The Design-Builder agrees that copies of all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, test results, and other data including electronic media and data such as programs, simulations, studies, reports, and the like, prepared by or for the Design-Builder shall be delivered to, become and remain the property of the FAA upon completion of the work or in the event this Subcontract is terminated earlier. The Government shall have the right to use same without restrictions or limitation and without compensation to the Design-Builder other than that provided for in this Agreement. Design-Builder shall not be responsible for the results or consequences of any modifications or use other than the intended use as described in this Agreement.
2. If the Design-Builder provides information or data to the Contractor or Government that is subject to rights of a third party, Design-Builder warrants that it has sufficient rights so that the information and data can be used for the intended purpose without infringing on any right in the information or data held by such third party and Design-Builder hereby transfers the rights held by it to the FAA.

## **I.24 Entire Agreement**

This Subcontract, together with all Contract Documents including but not limited to, specifications and drawings incorporated herein by reference, constitutes the entire agreement between Contractor and Subcontractor, and there are no terms, conditions, or provisions, either oral or written, between the Parties other than those herein contained. This Subcontract supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the Parties relating to the Work.

## **I.25 Foreign Corrupt Practices Act And Trade Compliance Requirements**

1. Subcontractor (including Seller's subcontractors, suppliers, employees, agents, or representatives) represents and certifies that it will perform under this Agreement in accordance with the U.S. Foreign Corrupt Practices Act, similar foreign laws, and Buyer's FCPA Policy and shall not offer, promise, authorize, or approve to pay or actually pay money or anything of value (including gifts), directly or indirectly, to a foreign official in connection with the performance of this Agreement that are contrary to the laws of the United States, Subcontractor's country, or the laws of any foreign country in which Buyer performs under this Agreement. Buyer may take any action or combination of actions listed below against the Subcontractor and its individual employees for violations of this provision, including, but not limited to: immediate termination of this Agreement; removal of individuals found to be in violation of this provision; suspension of payments under this Agreement; and/or termination of this Agreement for convenience or default. The Subcontractor shall include this provision, including this sentence, in all lower-tier agreements. The Subcontractor represents and warrants that it shall, at all times, comply with any and all applicable laws, ordinances, statutes, rules, and regulations of the United States and any foreign country in which Buyer performs under this Agreement.

IT IS THE POLICY OF BUYER TO FOLLOW ALL TRADE REGULATIONS, AND BUYER WILL NOT CONDUCT BUSINESS WITH THE SANCTIONED AND EMBARGOED COUNTRIES LISTED BELOW. REGULATIONS CAN CHANGE AT ANY TIME. THE SUBCONTRACTOR IS RESPONSIBLE FOR AND EXPECTED TO KEEP UP WITH THE MOST CURRENT VERSION OF TRADE REGULATIONS AND BE IN FULL COMPLIANCE AT ALL TIMES. IF THE SUBCONTRACTOR HAS KNOWLEDGE OF, OR SUSPECTS THAT A VIOLATION MAY OCCUR OR MAY TAKE PLACE THEY ARE REQUIRED TO NOTIFY BUYER IMMEDIATELY.

2. The services, products, technology and/or technical data provided or disclosed in performance of this Agreement may be subject to required and continuing U.S. Government approvals, clearances, regulations, and export/import and re-export requirements, including the U.S. Department of State Traffic in Arms Regulations (ITAR - Title 22, CFR Parts 120-130), the U.S. Department of Commerce Export Administration Regulations (Title 15, CFR 730-774), Office of Foreign Asset Control (OFAC) (Title 31, Chapter V and appropriate amendments) and any other U.S. Government regulation applicable to the export/import, re-export, or disclosure of such controlled technical data (or the products thereof) to parties who are not considered U.S. Persons under U.S. export controls whether within, or outside, the U.S., including those employed by, or otherwise associated with, the Subcontractor.
3. OFAC administers a number of U.S. economic sanctions and embargoes that target geographic regions and governments. Sanctioned countries include: The Balkans, Belarus, Burma, Cote d'Ivoire, Cuba, Democratic Republic of Congo, IRAN, LIBERIA, LEBANON, NORTH KOREA, SUDAN, SYRIA, AND ZIMBABWE. U.S. PERSONS, including foreign branches of U.S. depository institutions and trading companies, are prohibited from engaging in any transactions, including purchase, sale, transportation, swap, financing, or brokering transactions related to goods or services of sanctioned and embargoed country origins, or services owned or controlled by sanctioned and embargoed country Governments.
4. The United Nations maintains Arms Embargoes which include, but are not limited to the following countries: Cote d'Ivoire, Democratic Republic of Congo, Iraq, Iran, Lebanon, Liberia, North Korea, Sierra Leone, Somalia, and Sudan
5. The parties acknowledge and agree to comply with all such U.S. regulations regarding the purchase, sale, transportation, swap, financing, brokering transactions related to goods or services of sanctioned and embargoed country origins, services owned or controlled by sanctioned and embargoed country Governments, export/import, re-export, or disclosure and will obtain any and all such registrations, licenses, permits,

agreements, approvals and/or certifications, as may be required by regulation for the products, services, and/or technical data that may be provided to parties under this Agreement before initiating performance.

## **I.26 Anti-Bribery**

1. Each of the parties hereto represents and warrants that, in the performance of this Agreement and in the pursuit of any business to which this Agreement may relate, it has complied with, and that it shall at all times comply with, all applicable laws prohibiting the bribery of a government official, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977 (as amended). In particular, and not in derogation of the foregoing, each party represents and warrants that it, its owners, officers, directors, employees and agents, have not and shall not offer, pay, promise to pay or authorize the payment of, any money, or offer, give, promise to give or authorize the giving of anything of value to:
  - A. any foreign official for the purpose of influencing any act or decision of such foreign official in his official capacity;
  - B. inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official;
  - C. securing any improper advantage;
  - D. inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain any business to which this Agreement may relate, or directing any such business to either party hereto any foreign political party or official thereof or any candidate for foreign political office for purposes of
    - i. influencing any act or decision of such party, official or candidate in its or his official capacity;
    - ii. inducing such party, official or candidate to do or omit to do an act in violation of the lawful duty of such party, official, or candidate;
    - iii. securing any improper advantage;
    - iv. inducing such party, official or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain any business to which this Agreement may relate, or directing any such business to either party hereto;
    - v. influencing any act or decision of such foreign official, political party, party official or candidate in his or its official capacity;
    - vi. inducing such foreign official, political party, party official or candidate to do or omit to do any act in violation of the lawful duty of such official, political party, party official or candidate; or,
    - vii. securing any improper advantage; or inducing such foreign official, political party, party official or candidate to use his or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to obtain or retain any business to which this Agreement may relate, or directing any such business to either party hereto.
2. During the period of this Agreement, and for a period to and including five (5) years after the expiration or earlier termination hereof, each party shall fully cooperate with any request of the other party with respect to any possible violation of law, governmental investigation or inquiry. Each party shall also make its books, records and accounts related to any business to which this Agreement relates available to the other party during normal business hours for review or audit for compliance with this Paragraph by said other party, at said other party's expense.
3. The term "government official" means any officer or employee of the Government of a country other than the United States or of any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such Government or department, agency, or instrumentality thereof, or public international organization.

END OF SECTION

**PART III -- SECTION J**  
**DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**J.1 Required Proposal Submittal Forms**

The items listed below must be submitted with the Offeror's proposal. Note that a Bid Bond is not required as part of this solicitation.

1. A Bid Bond is required as part of this solicitation.
2. Proposal and Pricing Form and requirements.
3. Offeror Executed Solicitation/Contract Form (see Section A).
4. Representations and Certifications (see Section K).
5. Organizational Conflict of Interest (OCI) Certification

**J.2 Specifications and Drawings**

The following specifications, drawings, Davis Bacon Wage Determinations, FAA documents including Orders, Standards, Specifications, and Advisory Circulars, and other project specific specifications, documents, and information are included as part of the Contract Documents and are fully incorporated into the Subcontract.

1. Division 1 -- General Requirements
  - 70% Design Submittal Requirement
  - 100% Design Submittal Requirement
2. Conceptual Floor Package
3. Davis Bacon Wage Determinations for Hillsborough County in Florida
4. FAA Order, Standards, and Specifications
  - FAA-C-1217H Electrical Work, Interior
  - FAA-STD-002h Standard Engineering Drawing, Preparation & Support
  - FAA STD 019f Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment
5. Covid-19 Contractual requirements

**J.3 Section K Forms**

The Representations and Certifications included in Section K must be completed and submitted to the Subcontract Administrator as part of the Offeror's proposal (see Section K).

**J.4 Information Available to Offerors**

Information Available to Offerors includes the items listed below which have been included for informational use only. These items are not part of the Contract Documents. Due to the size of certain documents, certain items may be provided only in an electronic format. It is the Offeror's responsibility to request documents that it is unable to download from the Request for Offers KSN website. Failure of the Offeror to request documents shall not be the basis for additional compensation if a Subcontract is awarded to the Offeror.

1. FAA Common Work Instruction for Subsurface Utility Damage Prevention
2. Guidelines for Construction Redlines
3. 150-5370-10G - Standards for Specifying Construction at Airports
4. 1053.1C - Energy and Water Management program for FAA facilities
5. Missoula Guide Specification
6. Terminal Facilities Standard Design (AE) Project Manual 2016
7. FAA-C-1391d- Installation, Termination, splicing, and Transient/Surge Protection of Underground Electrical Distribution System Power Cables
8. FAA Advisory Circular (AC No. 150/5370-2E), "Operational Safety on Airports During Construction"
9. Missoula 100% Drawings

### **J.5 Forms Required for Notice to Proceed**

The following forms and templates must be completed and submitted before Notice to Proceed (NTP) is provided. Other NTP requirements may be included in other sections of the solicitation.

1. Certificate of Insurance
2. Payment Bond
3. Performance Bond
4. Risk Management

### **J.6 Clauses Incorporated by Reference**

The Subcontract incorporates a number of FAA Acquisition Management System clauses and supplements as identified in Section I of the Subcontract. The applicable version of an incorporated clause is the version in effect on the date the underlying Prime Contract was solicited. The full text of a clause may also be accessed electronically via the following link: <https://conwrite.faa.gov/>. A copy of any or all of the incorporated clauses will be provided to the Subcontractor upon request.

### **J.7 Subcontract Administration Forms**

Forms and templates that may be used for proposes of subcontract administration including requests for information, pay estimates, completion and acceptance, final release of lien, asbestos/lead free certification, and project closeout will be provided by the Subcontract Administrator at project pre-construction.

END OF SECTION

**PART IV -- SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

**K.1. Representations and Certifications**

The Representations and Certifications included (attached) in this Section K must be completed and submitted to the Subcontract Administrator as part of the Offeror's proposal.

**PART IV -- SECTION L**  
**INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS**

**L.1 Title of the Solicitation**

Design-Build of new building For The Boise Service Support Center, Boise, ID

**Request for Offers Number: ANT-3525-00**

**L.2 General Information**

1. Solicitation. This Request for Offers (RFO) is being solicited by PTSI Managed Services Inc (Parsons) under its Technical Support Services Contract with the Federal Aviation Administration (DTFAWA-12-C-00064). Parsons intends to award a subcontract based on the magnitude of construction indicated within this solicitation.
2. RFO Overview. The purpose of this solicitation is to evaluate and select a firm for issuance of a construction subcontract for Design-Build of new building For The Boise Service Support Center, Boise, ID.
3. Issuance of a Subcontract will be based on responsiveness of the Offeror to the requirements of the RFO, pricing, and other evaluation criteria as set forth in Section M.
4. Parsons will not be restricted to utilizing the firms responding to this solicitation in order to fulfill its contracting requirements. Parsons reserves the right to obtain the types of services described in this RFO from any source without obligation or liability to a subcontractor.

**L.3 Preliminary Schedule – For Information Only**

Time is of the essence in this Subcontract. All work will be scheduled to prevent interference with the normal operations at the project location. If the Subcontractor wishes to work any hours not stated in the Specifications, the requested time of work will be at the option of the FAA and Contractor.

The following represents the preliminary project schedule; however, it is for planning purposes only and is subject to change.

Final Solicitation Release	September 24, 2021
Pre-Proposal Tele-Conference	September 30, 2021 -- 1:00 p.m. Eastern
Questions Due to Parsons	October 12, 2021
Responses to Questions Due to Offerors	October 14, 2021
Proposals Due	October 26, 2021
Pre-Award Meeting	Week of August 30, 2021
Subcontract Award	Week of November 15, 2021
Limited Notice-to-Proceed -- Submittals/Security/ Long Lead Items	TBD
Pre-Construction Meeting – Notice to Proceed	TBD
Pre-Construction Meeting	TBD
Notice to Proceed for Construction	November 2021
Milestones XXX	TBD
Contractor Final Acceptance Inspection (CAI)	August 31, 2022

**L.4 Point of Contact**

The point of contact for anything associated with this solicitation is the Subcontract Administrator identified on the Solicitation, Offer, and Award Form of this RFO (Section A). All questions should be provided in writing and addressed to the Subcontract Administrator.

## **L.5 Transmission of Offers and Modifications to Offers**

All Offerors will have access to a website on the FAA's Knowledge Services Network (KSN) through which proposal information will be provided. In addition, each Offeror will be assigned a secure location on KSN to upload their proposal. Subcontractor site requests must be submitted to the assigned Subcontract Administrator. Prior to being provided access to KSN, Offerors must request, sign, and submit a **Document Security Notice to Offerors** form to the Subcontract Administrator.

- All Offerors must submit a response to this RFO by the following electronic means: Electronic upload to the Offeror's specified vendor KSN location. The offer must be completely uploaded on the Offeror's KSN site by the time specified.
- Electronic offers will be the only means by which proposals will be accepted by Parsons.
- Electronic offers must refer to this RFO and include all of the documents specified in Section J.
- Parsons may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the RFO.
- Parsons reserves the right to make award solely on the electronic offer. However, Offerors must promptly submit the complete original (hard copy) signed proposal documents if requested.

Offerors will not have access or visibility into other offeror proposal upload locations and vice-versa. **If you are able to see other Offeror site locations, please notify the Subcontract Administrator immediately as your proposal information could become compromised.**

Offerors will not have access or visibility into other offeror proposal upload locations and vice-versa. **If you are able to see other Offeror site locations, please notify the Subcontract Administrator immediately as your proposal information could become compromised.**

## **L.6 Source Selection Process**

Offerors must ensure compliance with all requests for information contained within Section L of this RFO. The conduct of the evaluation, the framework of the evaluation process, evaluation factors and evaluation criteria, and their relative importance may be found in Section M of this RFO.

This is a Lowest Price, Technically Acceptable Procurement. Each Offeror submitting a proposal must review the RFO and return a firm offer to perform a Subcontract, as well as agree to all terms and conditions contained in the RFO, should that Offeror be selected for subcontract award. During the source selection process, an evaluation teams will evaluate each Offeror's proposal, using information submitted by the Offeror, or obtained from outside references and other points of contact.

## **L.7 Prospective Subcontractor Responsibility Determination**

Qualification reviews for all Offerors will be part of the solicitation evaluation process. In addition, Parsons reserves the right to obtain additional information as part of the proposal evaluation process in determining the following:

- Financial resources to perform the contract, or the ability to obtain them.
- Compliance with the required or proposed delivery or performance schedule, taking into consideration all commercial and Government business commitments.
- A satisfactory performance record.
- A satisfactory record of integrity and business ethics.
- Organization, experience, accounting and operational controls, or the ability to obtain them.
- Production, construction, and/or technical equipment and facilities, or the ability to obtain them.
- Qualification and eligibility to receive an award under applicable laws and regulations.

## **L.8 Time, Date, Place, and Submission of Proposals**

1. SUBMISSION OF PROPOSALS -- Proposals are to be submitted electronically through each Offeror's assigned secure location in the FAA KSN system at <https://ksn2.faa.gov/tssc/CM/FA/Proc/RFO/ANT-3523-00/default.aspx>.
2. ELECTRONIC ADDRESS -- to be provided by Parsons (see paragraph L.8.1).

3. SIGNED ORIGINALS -- Electronic signatures or a scanned image of a signed document will be used and considered as signed originals.
4. PROPOSAL SUBMISSION -- Date and time for submission will be No-Later-Than (NLT) the date and time specified in this RFO in Section L.3. Prior to the time specified on the submission date, Offerors are free to edit documents posted to their respective submission sites, however, at after expiration of the posting time on the submission date, all assigned sites will be locked down and become read only sites and no further edits will be allowed. Submissions will not be accepted after this time unless authorized by the Subcontract Administration for technical reasons.
5. OFFEROR COMMENTS -- All Offeror comments, questions, issues and concerns are requested to be submitted to Parsons Subcontract Administrator through the TSSC KSN site assigned for this solicitation. Questions may also be submitted directly to the Subcontract Administrator (see contact information on the cover form of this solicitation). Vendor questions and input must be submitted by the date specified in Section L.3. Parsons responses will also be provided in accordance with the schedule in Section L.3.

#### **L.9 Offer Acceptance Period**

The minimum offer acceptance period is 90 days after the required date for receipt of electronic offers.

#### **L.10 Number of Awards**

Parsons anticipates awarding one subcontract for this project, but reserves the right to award separate subcontracts, or no subcontract, at its sole discretion.

#### **L.11 Discussions with Offerors**

Communications with Offerors may take place, if deemed necessary and appropriate by the Subcontract Administrator, and may occur throughout the source selection process. The purpose of communications is to ensure there are mutual understandings between Parsons and the Offerors on all aspects of the procurement. Information disclosed as a result of oral or written communication with an Offeror may be considered in the evaluation of an Offeror's submittal(s).

Parsons may hold one-on-one meetings with individual Offerors and one on one communications may continue throughout the process, as required, at Parsons' discretion. **Communications with one Offeror does not necessitate communications with other Offerors.**

Certain communication topics may necessitate amendments to the RFO and/or the Offeror's submittals. If this is the case, all competing Offerors will be advised of the changes and the Subcontract Administrator will establish common cut-off dates for any and all necessitated amendments. However, if communications with Offerors do not result in any such amendments, Parsons is not required to request or accept any Offeror revisions.

#### **L.12 Information of Award and Disposition of Electronic Proposals**

Written notice to unsuccessful Offerors and subcontract award information will be promptly released on the KSN site set up for this solicitation. Electronic proposals will not be returned.

#### **L.13 Required Proposal Solicitation Forms (See Section J.1)**

END OF SECTION

**PART IV -- SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 General**

1. Consistent with all other terms and conditions of this solicitation, Parsons may:
  - Reject any or all offers if such action is in the public interest.
  - Accept other than offers with the lowest pricing schedules.
  - Waive informalities and minor irregularities in offers received.
  - Issue agreements with or without written or oral discussion with offerors.
  - Have discussions with any one offeror, selected offerors, all offerors, or without any discussion.
  - Selection of a firm will be based on fairness and reasonableness of any pricing provided.
2. The Proposal and Pricing Form must be used to respond to the evaluation criteria set forth in this Section M. Provide supplemental attachments with any additional information if necessary. The Proposal and Pricing Form is included in Section J.1.

**M.2 Evaluation Criteria**

1. Responses to this RFO will be evaluated based on the main criteria listed below, which are listed in order of relative importance. Information provided by the Offeror will be evaluated to determine those firms most qualified for consideration. Parsons may award this Subcontract, initiate discussions, or negotiate with one or more Offerors without further contact with other Offerors. Evaluations will be made on a “qualified” or “not qualified” basis.
2. Responses to this RFO will be evaluated based on the main criteria listed below, which are listed in order of relative importance.
  - A. Primary Criteria.
  - B. Responsiveness to RFO requirements
  - C. Pricing
  - D. Schedule
  - E. Past Performance
  - F. Project Team including any lower tier subcontractors/teammates or partners, or suppliers
  - G. Key Project Management Personnel
  - H. Percentage of work being self-performed, not including cost of materials.

**M.3 Primary Criteria**

1. Responsiveness to RFO. Proposals may be eliminated if they are determined to be grossly deficient (i.e., the submittal does not represent a reasonable effort to address itself to all elements of the RFO or clearly demonstrates that the Offeror does not understand the requirements of the RFO) and the proposed cost/price are not considered reasonable. Lack of responsiveness will result in elimination of offeror’s proposal from consideration.
2. Pricing. A subcontractor will be selected based on overall price, which includes other price-related considerations such as schedule.
3. Schedule. Offeror must provide a preliminary construction schedule identifying major milestones and activities that set forth how the Offeror intends to perform the Work within the overall schedule.
4. Teammates. If you are proposing to team with another firm for the work anticipated under this solicitation, identify the firm(s) that you are proposing on the Proposal and Pricing Form. Include the work your teammate(s) would perform and the advantages the team will bring to the project. Note that is not necessarily an advantage to have teammates. Teaming arrangements are neither encouraged nor discouraged.
5. Project Team. Identify and provide resumes of your key project management team staff who would be assigned to the work. Key team members may include Superintendent, Project Manager, Safety and Quality

Manager(s), support engineers, and relevant competent persons. Resumes should indicate experience, education, professional certifications, project responsibilities, time with your firm, FAA work performed including any past TSSC projects, and any other information you consider relevant.

If you are proposing to team with another firm for the work anticipated under this solicitation, identify the firm(s) that you are proposing on the Proposal and Pricing Form. Include the work your teammate(s) would perform and the advantages the team will bring to the project. Note that is is not necessarily an advantage to have teammates. Teaming arrangements are neither encouraged nor discouraged.

Those personnel identified in your proposal are deemed to be material conditions for subcontract award and performance. Parsons may afford more weight to offerors who identify higher qualified personnel.

6. Past Performance. Provide information on three (3) similar projects completed within the past five years.

#### **M.4 Other Considerations Affecting Proposal Submissions**

1. This acquisition will employ best practices procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS), as amended, 2008.
2. Each proposal will be evaluated on the basis of its written submissions and cost/price information described in the Proposal and Pricing Evaluation Form identified in Section J.1.
3. All offers will be adjectivally rated in accordance with a pre-established evaluation plan. Factors are listed in Provision M.2 in descending order of importance.
4. The Offeror that provides the lowest lowest price (LPTA), technically acceptable offer taking into account all price related factors (including schedule, exceptions to the terms of the subcontract, and any other qualifications of assumptions) will be selected.
5. Additional information may be requested from the Offeror whose proposal is considered to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted.
6. Parsons reserves the right to award a subcontract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical capabilities and price/cost.

END OF SECTION