



AUTORIDAD METROPOLITANA  
DE AUTOBUSES

**AMA**

GOBIERNO DE PUERTO RICO

## **AUTORIDAD METROPOLITANA DE AUTOBUSES**

AVENIDA DE DIEGO NÚM. 37  
URB. SAN FRANCISCO  
SAN JUAN, PR 00927

### **SOLICITUD DE PROPUESTAS SELLADAS**

**RFP 2026-001**

**Solicitud de Propuestas para Recepción de Ofertas:**

**Instalación de 250 Cobertizos y Publicidad en las Paradas de la  
Autoridad Metropolitana de Autobuses**

**FECHA DE EMISIÓN:**

12-MARZO-2026

**FECHA DE REUNION PREPROPUESTAS:**

20-MARZO-2026, 1:00PM

**FECHA DE ENTREGA DE OFERTA:**

20-MARZO-2026, 1:30PM

**FECHA DE APERTURA**

7-ABRIL-2026, 1:30PM

Las instrucciones de esta solicitud de propuestas, incluyendo sus anejos, estarán disponibles en:

[www.dtop.pr.gov/ama](http://www.dtop.pr.gov/ama)

También estarán disponibles en la sede de la Autoridad Metropolitana de Autobuses, en la dirección que aparece en el encabezado, durante el horario regular.

Año Fiscal 2025-2026

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# I. INSTRUCCIONES

Iniciales del Proponente: \_\_\_\_\_

## PREÁMBULO

### A. LA AUTORIDAD METROPOLITANA DE AUTOBUSES

La Autoridad Metropolitana de Autobuses (AMA) fue creada al amparo de la Ley Núm. 5 de 11 de mayo de 1959, según enmendada. Entre sus principales funciones está el desarrollar, mejorar, poseer, funcionar, y administrar facilidades de transporte terrestre de pasajeros en el área metropolitana. La AMA está autorizada a adquirir aquellos bienes, servicios, u obras, necesarios para la operación de la entidad. Según el Artículo 4 de la Ley Núm. 73-2019, según enmendada, la AMA está exenta de realizar sus compras a través de la Administración de Servicios Generales (ASG).

### B. BASE LEGAL

Esta solicitud de propuestas selladas se realiza a tenor con las disposiciones del Reglamento 1-23-01, conocido como Reglamento de Adquisiciones de Bienes, Obras de Construcción, y Servicios no Profesionales de la AMA.

### C. NECESIDAD Y ENTREGABLES

La Autoridad Metropolitana de Autobuses (AMA) invita a empresas calificadas a someter propuestas para la instalación, operación y mantenimiento de:

- Cobertizos y Publicidad (estática y/o digital) en las paradas de la Autoridad Metropolitana de Autobuses.

Esta iniciativa busca generar ingresos adicionales mediante acuerdos de publicidad comercial, institucional o gubernamental, asegurando al mismo tiempo la preservación estética, estructural y operacional de los espacios de AMA. La oferta económica debe incluir ganancia de un porcentaje de la publicidad. Los cobertizos ayudarán a mantener la estética del área de parada y a ofrecer protección a los usuarios de los autobuses.

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## INSTRUCCIONES

### A. FORMULARIO

Todos los licitadores presentarán su oferta. Si fuera necesario, se podrán añadir hojas para aclarar o describir más detalladamente su oferta, pero en este caso tendrán que hacerlo en procesador de palabras y en papel timbrado del licitador. La invitación, instrucciones y formularios relacionados a esta solicitud de propuestas selladas se encuentran en [www.dtop.pr.gov/ama](http://www.dtop.pr.gov/ama). También podrá adquirir copia física en:

#### AUTORIDAD METROPOLITANA DE AUTOBUSES

Avenida de Diego Núm. 37

Urb. San Francisco

San Juan, Puerto Rico 00927

### B. DEFINICIONES

Días - significará días según el calendario.

### C. ITINERARIO

En la Tabla 1 se presenta un resumen de las principales actividades relacionadas con esta solicitud de propuestas selladas. Las fechas, horarios y actividades están sujetos a cambios y pueden ser revisados a través de la emisión de enmiendas presentadas por parte de la AMA.

Tabla 1: Itinerario de la solicitud de propuestas selladas:

Evento	Fecha y Hora
Publicación/Convocatoria de RFP	12 de marzo de 2026
Disponibilidad de pliegos	12 de marzo de 2026 al 6 de abril de 2026
Reunión pre propuesta	20 de marzo de 2026, 1:30PM
Fecha límite para enviar preguntas	26 de marzo de 2026, 4:00pm
Fecha límite para enviar respuestas	31 de marzo de 2026
Fecha límite para entrega de ofertas	<b>En o antes de:</b> 7 de abril de 2026, 1:00PM
Acto de Apertura	7 de abril de 2026, 1:30PM
Período de evaluación de ofertas	<b>De:</b> 7 de abril de 2026
	<b>Hasta:</b> 10 de abril de 2026
Aviso de adjudicación	14 de abril de 2026
Firma de contrato	14 de mayo de 2026
Inicio de obra	18 de mayo de 2026

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FECHA, HORA DE REUNIÓN PREPROPUUESTAS: La reunión pre propuesta se llevará a cabo el **20 de marzo de 2026, a las 1:30PM; presencialmente** en las oficinas centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927, y simultáneamente de manera virtual a través de **Microsoft Teams**, ID de reunión: **295 433 253 480 80**, Código de acceso: **rb7kb2Y6**. Puede acceder a:

**Join:**

<https://teams.microsoft.com/meet/29543325348080?p=tZBPYNQsf0rUoRMa>

**Esta reunión no es compulsoria.**

FECHA, HORA Y MODO DE ENTREGAR LA OFERTA: Las ofertas deberán ser presentadas en o antes de las **1:00PM del 7 de abril de 2026**; en dos maneras, (1) presencialmente en la Oficina de Seguridad Interna, de las oficinas centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927 (entregando original y dos copias en sobres sellados), y (2) electrónicamente a la siguiente dirección de correo electrónico: [subastas@ama.pr.gov](mailto:subastas@ama.pr.gov).

FECHA Y HORA DEL ACTO DE APERTURA: El acto de Apertura se llevará a cabo el **7 de abril de 2026, a las 1:30PM**. Toda persona interesada en comparecer al acto de Apertura deberá presentarse en la Recepción en las oficinas centrales de la AMA, Ave. De Diego, Núm. 37, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927. También podrá asistir de manera virtual a través de **Microsoft Teams**, ID de reunión: **295 433 253 480 80**, Código de acceso **rb7kb2Y6**.

**Join:**

<https://teams.microsoft.com/meet/29543325348080?p=tZBPYNQsf0rUoRMa>

La Apertura tiene como propósito el que las partes interesadas puedan comprobar que las ofertas se recibieron, pero el contenido de las propuestas no se leerá en público. Al momento de abrir las propuestas solamente se anunciará la identidad de los proponentes. Toda persona que asista tendrá que cumplir con las normas de conducta que establezca la Junta de Subastas a tales efectos.

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#### D. ALCANCE DEL TRABAJO (SCOPE OF WORK)

A la Junta de Subastas de la Autoridad Metropolitana de Autobuses le interesa recibir ofertas de proponentes que interesen ser considerados para:

- Instalar y realizar mejoras a los cobertizos<sup>1</sup> en 250 de las paradas<sup>2</sup> de la Autoridad Metropolitana de Autobuses. Deben incluir promoción y/o publicidad digital y/o estática. Dentro del letrero se deben exhibir y/o anunciar las rutas y paradas de la AMA.
- El proponente agraciado será responsable de la instalación y mantenimiento de los cobertizos, de mantenerlos en óptimas condiciones y de reemplazo en caso de daños a los mismos, por la duración del contrato.
- El proponente deberá incluir con su propuesta el porcentaje de ganancia por la publicidad a favor de la Autoridad Metropolitana de Autobuses.
- El proponente será responsable de permisos y endosos municipales, de pólizas de seguro y otros gastos administrativos.
- El proponente será responsable de los materiales y labor de la instalación de los cobertizos.
- La lista de cobertizos a instalar y ubicación de paradas se encuentra en el documento anejado.
- El contrato tendrá una duración de diez (10) años.
- Operación de contenido promocional conforme a normas éticas, legales y reglamentarias.
- La calidad de los bienes, obras y servicios ofrecidos y cómo éstos cumplen con las especificaciones y satisfacen las necesidades establecidas. Cobertizos con diseño y/o material resistente al clima: corrosión, calor, resistencia estructural. Diseño anti-vandalismo con tornillos de seguridad, drenaje de agua, cumplimiento con códigos estructurales locales, resistentes a ambientes costeros.

Iniciales del Proponente: \_\_\_\_\_

- Cobertizo debe cumplir con espacio libre para silla de ruedas (**Ley ADA**).
- Los cobertizos deben **cumplir con los requisitos de la ley ADA, códigos de construcción**, u otra ley o normativa aplicable y tener banco de espera para sentarse, los mismos divididos para evitar que personas se acuesten.
- Los espacios serán para colocación de anuncios comerciales, así como cualquier otra amenidad apropiada que sea compatible con la integración de las condiciones expresadas en este documento.
- Propuesta financiera clara sobre cómo la AMA se beneficiaría económicamente. Esto podría ser un porcentaje de los ingresos publicitarios. Incluir pago anual garantizado a la AMA.
- El proponente será el único responsable de obtener y mantener todos los permisos estatales, municipales y ambientales, incluyendo los correspondientes ante la Oficina de Gerencia de Permisos (OGPE) en la misma sección del alcance de trabajo tales como el Permiso de Rotulo, o Anuncio Temporero, Endoso de Seguridad y todo otro requerido para la instalación de este tipo de facilidades de conformidad a la ley.
- Se incluirá derecho de uso institucional, reservando hasta un 10% del espacio o tiempo publicitario para mensajes oficiales sin costo adicional. Se establecerá los anuncios que estarán proscritos debido a su contenido contrario a las Políticas Públicas del Gobierno.

<sup>1</sup> cobertizo – Estructura ubicada en la parada que sirve a los pasajeros para aguardar a llegada de la unidad de AMA y que cuenta sin limitarse con panel de publicidad exterior y una banca longitudinal.

<sup>2</sup> parada – punto establecido dentro de una ruta donde un vehículo de transporte público se detiene para recoger y dejar pasajeros.

### Propiedad y Remoción:

La estructura será propiedad del proponente durante la vigencia contractual, al terminar el contrato, deberá removerla a su costo y restituir el predio, salvo determinación escrita en contrato.

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**PROHIBICIONES:**

1. Se prohíbe la colocación de anuncios relacionados a anuncios político partidista, alto contenido sexual y toda publicidad que vaya en contra de la política pública establecida por el Gobierno de Puerto Rico.
2. Se prohíbe la colocación de publicidad que sea falsa o engañosa que promueva artículos o servicios de carácter ilegal, incluyendo publicidad que constituya material pornográfico ofensivo.

**RESPONSABILIDAD DEL LICITADOR:**

El licitador será responsable de proveer todo lo que sea necesario para los servicios que pretenda ofrecer, pero no se limita a lo siguiente:

1. Encargarse de la búsqueda de identificación y contratación de los posibles clientes que deseen anunciarse en el medio de publicidad.
2. Realizar la instalación de los anuncios en la paradas y cobertizos. Esto incluye diseñar el arte, adquirir los materiales necesarios, materializar el anuncio, tramitar los permisos en caso de ser requeridos y cualquier otra tarea relacionada directamente con la instalación o reproducción de los anuncios.
3. Proveer el mantenimiento necesario a los anuncios y repararlos o reinstalarlos en caso de daño o desgaste.
4. Cubrir todos los gastos relacionados al diseño, instalación, remoción, reparación o mantenimiento de anuncios y cobertizos.
5. De ocurrir un accidente, desastre natural u cualquier evento que afecte el estado de los anuncios y/o cobertizos, el licitador a quien se le adjudique la buena pro de esta solicitud de propuesta, será responsable de todos los gastos relacionados con la reinstalación o reparación de estos.
6. El licitador o licitadores a quienes se le adjudique la buena pro de esta solicitud de propuesta proveerá un informe mensual detallado de los anuncios vendidos y las compañías participantes.

Los licitadores examinarán las especificaciones con los documentos relacionados, lugar del proyecto y evaluarán todas las condiciones que rodean el trabajo del proyecto propuesto, incluyendo la disponibilidad de materiales y mano de obra. El licitador agraciado proporcionará toda la mano de obra, materiales y suministros, y realizará el proyecto de acuerdo con los términos

Iniciales del Proponente: \_\_\_\_\_

contractuales dentro del tiempo establecido en ellos. Las propuestas deben cubrir todos los gastos a incurrir en la realización del trabajo requerido.

## E. CONDICIONES GENERALES

1. **PRECIOS COTIZADOS:** Toda persona cotizará basándose en precios justos por sus bienes o servicios, considerando los aspectos técnicos. La oferta del licitador se mantendrá fija durante la vigencia del contrato que se otorgue. Esta solicitud de propuesta no contempla el pago por parte de la AMA a ningún licitador. El licitador incluirá información sobre el valor de los cobertizos en las **250** paradas de la AMA, así como proyecciones de ingresos por servicios de publicidad. La AMA tendrá participación en los ingresos por servicios de publicidad.
2. **MANTENIMIENTO:** Como parte de la propuesta, se debe incluir un plan de mantenimiento a ser implementado por el licitador de manera que los cobertizos y cualquier objeto instalado por el licitador continúe en buen estado durante la vida del contrato.
3. **Indemnización:** El contratista debe indemnizar, defender y relevar a la AMA de cualquier reclamación relacionada con diseño, construcción, operación, mantenimiento o contenido publicitario. Esta obligación debe sobrevivir la terminación del contrato.
4. **Fuerza Mayor:** En caso de ocurrir eventos de **fuerza mayor** (evento fuera de control que no se puede evitar) la parte afectada deberá notificar por escrito dentro de un término razonable indicando la naturaleza del evento y el tiempo estimado de interrupción. Ejemplos comunes son la falta de energía, huracanes, actos gubernamentales imprevistos, casos fortuitos, terremotos, inundaciones, incendios, estados de emergencia del gobierno entre otros. La AMA debe ser liberada de responsabilidades para el contratista o terceros.
5. **MODO DE PAGO:** Esta solicitud de propuesta no contempla el pago por parte de la AMA a ningún licitador. El licitador incluirá información sobre el valor de los cobertizos en las **250** paradas de la AMA, así como proyecciones de ingresos por participación en los servicios de publicidad.

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La AMA tendrá participación en los ingresos por los servicios de publicidad. El licitador emitirá el pago por participación en el servicio de publicidad a la AMA en no más de diez (10) días luego de terminado el período o fecha del servicio. Se debe añadir derecho de auditoría anual a favor de la AMA, con obligación de pagar diferencias e intereses si se detecta sub-declaración mayor de 5%. Todo pago de bienes o servicios que se emita a favor de la AMA durante la vida de este contrato deberá contener la siguiente certificación:

*"Bajo pena de nulidad absoluta certifico que ningún servidor público de la AMA tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios productos del contrato, ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado en el Contrato a favor de la AMA. El importe de este pago es correcto."*

## F. CONDICIONES ESPECIALES

### 1. FIANZAS Y GARANTÍAS

- a) FIANZA DE LICITACIÓN ("Bid Bond"): La fianza de licitación será un respaldo provisional que prestará el licitador o proponente con el propósito de asegurar que habrá de sostener su oferta durante todo el procedimiento de la solicitud de propuestas selladas. La fianza tiene que ser en original, y al ser presentada mediante compañía de seguro, en cheque certificado o giro postal deberá ser a favor de la Autoridad Metropolitana de Autobuses. La fianza de licitación se prestará en el mismo momento de presentar la oferta o anualmente mediante una suma global. Para esta solicitud de propuestas selladas se requiere una fianza de licitación de un **cinco por ciento (5%)** del total de la oferta.
- b) FIANZA DE EJECUCIÓN ("Performance Bond"): Garantía monetaria que se requiere a un licitador o proponente para asegurar el cumplimiento de una obligación contraída. Esta fianza la prestará(n) solamente

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el(los) licitador(es) agraciado(s) con la buena pro de la solicitud de propuestas selladas. La fianza garantizará que el suplidor cumpla con su obligación de acuerdo con los términos y condiciones de su oferta. De no cumplir y tener que acudir al próximo suplidor, la diferencia en precio será cubierta por esta fianza. La fianza tiene que ser en original, y al ser presentada mediante compañía de seguro, en cheque certificado o giro postal será a favor de la Autoridad Metropolitana de Autobuses. Para esta solicitud de propuestas selladas se requiere una fianza de ejecución de un **cuarenta por ciento (40%)** del total de la oferta.

- c) Seguros: Responsabilidad Publica General no menor de \$1,000,000 por ocurrencia. Seguro de propiedad por valor total de la estructura. Cubierta contra daños por viento y fenómenos atmosféricos. Responsabilidad Patronal, de aplicar. La AMA debe figurar como asegurado "Additional Insured" y notificación previa de cancelación.
2. GARANTÍA: Los artículos o servicios propuestos estarán garantizados por el período establecido en las especificaciones de esta solicitud de propuestas selladas y por el plan de mantenimiento que debe ser incluido con la propuesta. En aquellas invitaciones a solicitud de propuestas selladas donde no están especificados, indique en días, meses o años el período que los artículos estarán garantizados. Dicho período de garantía y el plan de mantenimiento podrán ser determinante en la adjudicación de la buena pro de la solicitud de propuestas selladas. Será responsabilidad de cada licitador proveer los términos de garantías de la mano de obra, de equipos y de materiales para evaluación. La garantía de los cobertizos y la publicidad debe ser compatible con los años de duración del contrato.
3. TÉRMINO DE ENTREGA: Las entregas se efectuarán dentro del término solicitado por la AMA, o en su defecto, por el que haya dispuesto el licitador en la oferta, contando desde el recibo de la orden de comienzo o firma de contrato. El tiempo más corto para proveer el servicio, será un factor determinante para decidir la adjudicación a favor de un postor.
4. MUESTRAS: No son requeridas en esta solicitud de propuestas selladas.

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5. **CANTIDADES PARA RECIBIR:** El contrato indicará los servicios y bienes a ser recibidos. La propuesta debe someterse contemplando la instalación y mantenimiento de cobertizos en **250** de las paradas de la AMA, deben incluir promoción y/o publicidad digital y/o estática, y dentro del letrero se deben exhibir y/o anunciar las rutas y paradas de la AMA.
6. **INSPECCIÓN DE LOS BIENES Y DESEMPEÑO DEL SERVICIO:** Funcionario asignado de Oficina de Programación Intermodal estará a cargo de la inspección y aceptación del proyecto.

Licitador notificará a la AMA dentro de 24 horas cualquier incidente que pueda resultar en reclamaciones. Se deberá activar inmediatamente las pólizas de seguros, cooperar con la investigación y proveer evidencia y documentación relacionada. Las pólizas responderán de manera primaria y protegerán a la AMA contra cualquier reclamación.

Se debe garantizar la terminación total conforme a planos, especificaciones y cronograma.

#### **G. CRITERIOS DE EVALUACIÓN**

Por tratarse de una solicitud de propuestas selladas, la Junta de Subastas podrá sostener discusiones y negociar con los proponentes cuyas ofertas estén dentro de los márgenes de selección establecidos. Se entenderá que una oferta está dentro del margen de selección establecido cuando la misma cumple con las especificaciones, términos y condiciones establecidas en el pliego. También realizará determinaciones de hecho relacionadas a la solvencia moral y financiera, y así poder adjudicar si el licitador es uno responsable.

La certificación del RUL puede ser un mecanismo para realizar dicha determinación. Adicionalmente, se podrán solicitar certificaciones de que el licitador, ni sus accionistas u oficiales en caso de ser personas jurídicas, han cometido fraude, abuso o malversación de fondos públicos, así como estados financieros. No cumplir con estos requisitos puede resultar en la descalificación del licitador.

La responsabilidad de la oferta se determinará cotejando que cada licitador cumple con todos y cada uno de los requisitos (de forma, de contenido, de

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documentos, de firma, etc.) dispuestos en estas instrucciones. No cumplir con los requisitos de especificaciones, términos y condiciones, fianzas y garantías, puede resultar en descalificación de la oferta.

**Criterios de Evaluación:**

1. La exactitud con la cual el licitador ha cumplido con las especificaciones, los términos y las condiciones del pliego de la solicitud de propuestas selladas. 15 puntos.
2. La calidad de los bienes, obras y servicios ofrecidos y cómo éstos cumplen con las especificaciones y satisfacen las necesidades establecidas. Cobertizos con diseño y/o material resistente al clima: corrosión, calor, resistencia estructural. Diseño anti-vandalismo con tornillos de seguridad, drenaje de agua, cumplimiento con códigos estructurales locales. 20 puntos.
3. Si el precio/pago es competitivo y comparable con el prevaleciente en el mercado. 20 puntos.
4. El término de entrega de los servicios o bienes más próximo. 5 puntos.
5. La capacidad económica y financiera, así como la trayectoria y experiencia previa del licitador para proveer estos servicios o bienes y cumplir con los términos de entrega y garantías de la unidad. 5 puntos.
6. El periodo específico o los términos aplicables a cada garantía, sus limitaciones y condiciones, los pasos requeridos para reclamar la garantía, qué entidad proveerá el servicio de reemplazo, subsanación, corrección o reparación del bien o el servicio. 10 puntos.
7. Cobertizo debe cumplir con espacio libre para silla de ruedas (Ley ADA). Asientos divididos para evitar que personar se acuesten. 15 puntos.
8. Cualquier otro criterio pertinente que represente el mejor valor para el Gobierno de Puerto Rico. 10 puntos.

**Total = 100 puntos**

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## H. IMPUGNACIÓN A LA INVITACIÓN O A ESTAS INSTRUCCIONES DE SOLICITUD DE PROPUESTAS SELLADAS

Toda impugnación a la invitación de la solicitud de propuestas selladas deberá presentarse personalmente ante la Junta de Subastas, dentro de los tres (3) días siguientes a la fecha de haberse publicado la invitación en la página cibernética de la AMA o el Registro Único de Subastas (RUS). Luego de dicho término, toda impugnación será rechazada de plano.

Toda impugnación al pliego de la solicitud de propuestas selladas deberá presentarse personalmente ante la Junta de Subastas, dentro de los tres (3) días siguientes a la fecha de la AMA haber hecho disponibles los pliegos de esta solicitud de propuestas selladas. Luego de dicho término, toda impugnación será rechazada de plano.

## I. DOCUMENTACIÓN REQUERIDA

1. CONTENIDO DE LA OFERTA: Todo licitador entregará en original y dos copias, en sobres sellados, su oferta personalmente en la Oficina de Seguridad Interna, sede de la AMA (37 Ave. De Diego, Urb. San Francisco, Río Piedras, Puerto Rico 00927), y enviará a través de la siguiente dirección de correo electrónico: [subastas@ama.pr.gov](mailto:subastas@ama.pr.gov) (ambas formas). En el ASUNTO ("SUBJECT") del correo electrónico que contenga la oferta, debe aparecer la siguiente información: **Número de solicitud de propuestas selladas, nombre del licitador y compañía que representa.** además, deberá adjuntar los siguientes documentos:
  - a) Pliegos debidamente firmados y con las páginas iniciadas. Aunque algunas páginas no proveen un espacio determinado para que el licitador escriba sus iniciales, el licitador tiene que escribir sus iniciales en cada una de las páginas del pliego (instrucciones, especificaciones técnicas, planos, etc).
  - b) Fianza de Licitación ("bid bond) debidamente endosada de ser requerida).
  - c) Literatura de cada producto ofertado identificado con el número de renglón, según aplique.

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- d) Listado de clientes y proyectos anteriores.
- e) Enmiendas (de ser aplicable).
- f) Certificación del Registro Único de Licitadores de la Administración de Servicios Generales.

**Entregar original y dos copias de todo (pliego, anejos y propuesta).**

Toda oferta recibida mediante correo electrónico que no contenga en el ASUNTO ("SUBJECT") la información antes señalada, no será considerada. Bajo esta circunstancia, la Junta de Subastas no será responsable si el remitente pierde su oportunidad de presentar la oferta a tiempo, como tampoco podrá requerir que se tome conocimiento de su oferta o imputar que la oferta haya sido divulgada o abierta antes de tiempo. El licitador **podrá ser descalificado** por no adjuntar a su oferta los documentos arriba mencionados.

La oferta deberá contener la **dirección física y postal** de la oficina principal del negocio, así como también, el nombre y la dirección del agente residente de la corporación, cuando sea el caso. Igualmente, todo licitador habrá de incluir su correo electrónico; las Notificaciones de Adjudicación podrán ser enviadas a dicha dirección electrónica.

El licitador tendrá que indicar en la oferta la marca y modelo del producto, así como incluir literatura técnica del fabricante, la cual permita verificar que el servicio cumple con las especificaciones requeridas. Dicha literatura u hojas de especificaciones tienen que indicar claramente la partida de la solicitud de propuestas selladas a la que se refiere.

La oferta deberá estar firmada con bolígrafo de tinta color azul en el espacio provisto para ello, por la persona registrada en el RUL o su representante autorizado. Se autoriza la firma digital del licitador en la oferta presentada. De igual forma, se autoriza la presentación de documentos digitalizados. No cumplir con estos requisitos constituirá el rechazo de la oferta.

Iniciales del Proponente: \_\_\_\_\_

2. CERTIFICACIONES ADICIONALES: El licitador incluirá junto con su oferta, todas las certificaciones requeridas, además incluirá a éste, las certificaciones especiales solicitadas en este pliego. Se advierte que, entre otros, todo licitador deberá cumplir con lo siguiente:

- a) **CÓDIGO DE ÉTICA PARA CONTRATISTAS:** Todo licitador deberá cumplir con lo establecido en la Ley Núm. 2 del 4 de julio de 2018, según enmendada, conocida como Código Anti-Corrupción para el Nuevo Puerto Rico, el cual exige a todas las entidades gubernamentales funcionar bajo los estándares de integridad, eficiencia, probidad y transparencia. Este Código de Ética enfatiza la política pública del Gobierno de Puerto Rico en el uso adecuado y eficiente de los recursos públicos y la erradicación de la corrupción gubernamental.

Dicho Código requiere que todos los contratistas, proveedores de bienes o servicios y los solicitantes de incentivos se abstengan de llevar a cabo o participar en conducta que, directa o indirectamente, implique que servidores públicos infrinjan las disposiciones de la Ley de Ética Gubernamental. La aceptación de las normas establecidas en este Código de Ética es una condición esencial e indispensable para que los licitadores o sus representantes puedan efectuar transacciones o establezcan convenios con las agencias ejecutivas.

Toda persona está obligada a denunciar aquellos actos que estén en violación del referido Código que constituyan actos de corrupción, o se configuren en delitos constitutivos de fraude, soborno, malversación, o apropiación ilegal de fondos, y de los que tenga propio y personal conocimiento, que atañen a un contrato, negocio o transacción entre el gobierno y un contratista, proveedor de bienes o servicios. Los denunciantes estarán protegidos al amparo de la Ley Núm. 2-2018.

- b) **CLÁUSULA ANTI-DISCRIMEN:** La AMA no discrimina por razón de raza, color, género, origen o condición social, ideas políticas o religiosas, edad, nacionalidad, por ser víctima o ser percibida como víctima de violencia doméstica, agresión sexual o acecho, condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial. Cualquier proveedor o

Iniciales del Proponente: \_\_\_\_\_

contratista de la AMA debe certificar que su entidad no discrimina por razón de raza, color, género, origen o condición social, ideas políticas o religiosas, edad, nacionalidad, por ser víctima o ser percibida como víctima de violencia doméstica, agresión sexual o acoso, servicio militar o condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial.

- c) **CERTIFICACIONES GUBERNAMENTALES:** El licitador agraciado, es responsable por tener al día sus certificaciones de no deuda con entidades gubernamentales tales como el Departamento de Hacienda, el Centro de Recaudaciones de Impuestos Municipales (CRIM), la Administración para el Sustento de Menores (ASUME) y cualquier otra que le sea requerida para poder hacer negocios con el Gobierno de Puerto Rico.

#### **J. ANEJOS**

Certificación Ley 2-2018, según enmendada; Certificación de No Deudas con Instrumentalidades Gubernamentales; etc.

#### **K. ADVERTENCIAS**

- a) La AMA se reserva el derecho de cancelar parcial o total la solicitud de propuestas selladas, independientemente de la fase en que se encuentre, siempre que sea antes de formalizar el contrato, cuando ello sirva los mejores intereses del Gobierno de Puerto Rico, según los términos del Reglamento Núm. 1-23-01.
- b) La AMA se reserva el derecho de hacer modificaciones en las instrucciones, términos, condiciones y especificaciones de la solicitud de propuestas selladas dos (2) días laborables antes de la fecha de entrega de las ofertas cuando la enmienda implique cambios o solicitudes adicionales que se deben incluir en la oferta, un (1) día laboral antes la fecha de entrega de las ofertas cuando la enmienda no afecte la presentación de las propuestas u ofertas. De ser así se les notificará por escrito a todos los licitadores. La AMA podrá enmendar cualquier invitación y/o pliego de la solicitud de propuestas selladas, cuando ello sirva a los mejores intereses del Gobierno de Puerto Rico, según los términos dispuestos en el Reglamento Núm. 1-23-01.

Iniciales del Proponente: \_\_\_\_\_

- c) Proveer cualquier tipo de información o documentación falsa o fraudulenta como parte de la oferta presentada para esta solicitud de propuestas selladas, será causa suficiente para descalificar o rechazar la oferta de cualquier licitador, así como para cancelar o resolver cualquier orden de compra o contrato otorgado en virtud de esta.
- d) La AMA no aceptará una fianza por una cantidad menor o a nombre de otra entidad que no sea según el pliego de solicitud de propuestas selladas. El incumplimiento con este requisito conllevará el rechazo de la oferta.
- e) Solo se aceptará una oferta por licitador. Empresas, naturales o jurídicas, que tengan socios, miembros o accionistas comunes, serán consideradas como *alter ego* una de las otras, por lo que se considerará un conflicto de intereses que activará la descalificación de los licitadores con intereses en común. Se prohíben prácticas de competencia desleal tal como el contubernio.
- f) Toda persona que en su vínculo con las agencias y demás instrumentalidades del Gobierno de Puerto Rico participe de licitaciones de propuestas, presente oferta, interese perfeccionar contratos con éstas, tendrá la obligación de divulgar toda la información necesaria para que las agencias puedan evaluar detalladamente las transacciones y efectuar determinaciones correctas e informadas.
- g) La AMA no se responsabiliza por los costos incurridos en la preparación de ofertas para esta solicitud de propuestas selladas.
- h) La mera participación en esta solicitud de propuestas selladas no ofrece garantías de que se le ha de adjudicar un contrato. La notificación de adjudicación de la presente solicitud de propuestas selladas no constituirá el acuerdo formal entre las partes. Será necesario que se suscriba el contrato correspondiente.
- i) Toda oferta y/o propuesta presentada deberá incluir el detalle del servicio y comisión ofertada; precio de unidad del bien o servicio (por cada partida), costos de transportación, entrega, ensamblaje, garantía, entrenamiento, mantenimiento o servicios, reemplazos, entre otros, así como una descripción detallada de la estructura de pagos a favor de la AMA por participación en servicios de publicidad.
- j) Una vez se hayan sometido las ofertas, éstas y sus anejos, pasarán a ser propiedad de la AMA y no serán devuelta.

Iniciales del Proponente: \_\_\_\_\_

- k) Tan pronto se adjudique esta solicitud de propuestas selladas, el expediente será público, incluyendo las ofertas y sus anejos. Si un licitador no desea que se publique un secreto de negocio, o información protegida, deberá etiquetar dicha información como "Secreto de Negocio e Información Protegida".
- l) Los documentos o anejos incluidos en estos pliegos, deben ser completados por los licitadores y tienen que ser sometidos con las ofertas. Los licitadores son responsables de atender cualquier enmienda que surja en el transcurso de esta solicitud de propuestas selladas.
- m) Los representantes exclusivos de marcas o servicios no profesionales deberán mencionarlo en la oferta y someter certificación del manufacturero a tales efectos.
- n) En el caso de que las ofertas se sometan en sobres abiertos, deteriorados o sin identificación, el secretario de la Junta de Subastas de la AMA habrá de realizar esfuerzos razonables con el licitador para que éste cumpla con el requisito de someterla en un sobre sellado, debidamente identificado.
- o) Es responsabilidad de cada licitador que entregue oferta, cerciorarse que la misma ha sido debidamente registrada.
- p) Los licitadores deberán cumplir con los requisitos de reglamentación vigente y de las normas aplicables de ingeniería y seguridad en aquellos casos en que se requiere la instalación de equipos.
- q) La Junta de Subastas podrá utilizar la negociación individual respecto a los términos, condiciones, calidad, solución o precios, o combinación de factores, para obtener lo más ventajoso para la Autoridad. El precio no será necesariamente el factor de mayor peso de adjudicación. Puede existir la posibilidad de que la adjudicación pueda hacerse sin negociación.

La AMA podrá adjudicar a más de un licitador dentro de esta propuesta.

#### L. ALTERACIONES

Toda oferta deberá presentarse en forma legible, clara, completa y precisa. Ofertas múltiples, variadas o ambiguas no serán consideradas. Todo borrón, tachadura, anotación o cualquier corrección en los pliegos tienen que estar refrendados **por la persona que firme la oferta** e incluya en cada página sus iniciales. De lo contrario quedará invalidada la oferta para la partida o las partidas correspondientes.

Iniciales del Proponente: \_\_\_\_\_

El uso de tinta de borrar para correcciones se considerará como una tachadura y para poder salvar la misma, deberá tener las iniciales de la persona que firme la oferta para ser considerado. El uso de papel con pega ("correction paper") para escribirle encima es inaceptable.

#### **M. CORRECCIONES A OFERTAS**

Las correcciones o modificaciones a las solicitudes de propuestas selladas están sujetas a las disposiciones del Reglamento 1-23-01 Secciones 4.3.12 y 4.3.13. Nótese que no se aceptan modificaciones luego de fecha y hora límite para someter las ofertas, dispuesto en la Secc. C-1 de estas instrucciones; de hacerlo, serán rechazadas.

#### **N. COMUNICACIONES PROHIBIDAS**

Las comunicaciones verbales entre funcionarios (o empleados) de la AMA y potenciales licitadores, con respecto a esta solicitud de propuestas selladas, están prohibidas durante los procesos de presentación y selección de ofertas. El incumplimiento de este requisito puede resultar en el rechazo de las ofertas presentadas.

#### **O. CÓMO SOMETER PREGUNTAS**

Los licitadores que deseen solicitar alguna clarificación o someter preguntas sobre el proceso, deben hacerlo en o antes del día dispuesto en la Sección C-1 de estas instrucciones. Dichas preguntas se enviarán por correo electrónico a [subastas@ama.pr.gov](mailto:subastas@ama.pr.gov). La AMA debe responder dichas preguntas en o antes de la fecha dispuesta en la misma sección antes referida. La AMA someterá a todos los participantes una relación de todas las preguntas radicadas, quien la radicó, y la respectiva contestación en el día dispuesto en la Sección C-1.

#### **P. LICITADORES REGISTRADOS**

A todo licitador que esté registrado en el RUL, que haya presentado oferta para una solicitud de propuestas selladas y que luego del Acto de Apertura no se encuentre elegible, se le concederá un término improrrogable de cinco (5) días calendario, contados a partir del Acto de Apertura, para que someta la información o los documentos correspondientes en el RUL. Durante dicho periodo de cinco (5) días, no se realizará adjudicación alguna de la solicitud de propuestas selladas. Será responsabilidad de la

Iniciales del Proponente: \_\_\_\_\_

Junta de Subastas comunicarse con el licitador para que éste actualice sus constancias en el RUL en el término provisto.

El licitador deberá someter todos los documentos solicitados y cumplir con todos los requisitos, términos y condiciones establecidos en el pliego de solicitud de propuestas selladas al momento de entregar su oferta, lo cual siempre será antes de la apertura de la solicitud de propuestas selladas. No se aceptará ningún documento por parte del licitador con posterioridad al acto de apertura, a excepción del certificado de elegibilidad del RUL, que estará sujeto a que se presente dentro del término de cinco (5) días calendario antes referido.

#### **Q. LICITADORES NO REGISTRADOS**

Cuando un licitador que no esté registrado en el RUL comparece a un proceso de solicitud de propuestas selladas y presenta una cotización u oferta, la Junta de Subastas no deberá rechazar la misma por el hecho de que dicho licitador no esté en el RUL y le dará cinco (5) días calendario, contados a partir del acto de apertura para que someta todos los documentos requeridos ante el RUL.

#### **R. OFERTAS ADMISIBLES E INADMISIBLES**

- a. **UNIDAD DE COTIZACIÓN DE PRECIO:** La oferta básica deberá hacerse en dólares y centavos. No serán consideradas ofertas que se expresen en términos de por ciento, en referencia a posibles precios indeterminados, cantidad de dinero o por cientos en exceso de ofertas más bajas. Esta solicitud de propuesta no contempla el pago por parte de la AMA a ningún licitador. El licitador incluirá información sobre el valor de los cobertizos en las **250** paradas de la AMA, así como proyecciones de ingresos por servicios de publicidad. La AMA deberá recibir un ingreso de los cobertizos por los servicios de publicidad.
- b. Para esta solicitud de propuestas selladas, las ofertas admisibles serán todo o nada.
- c. **NINGUNA OFERTA:** Si el licitador no tiene interés en licitar en dicha solicitud de propuestas selladas, deberá devolver el Anejo I (Oferta del Licitador) de la Invitación a solicitud de propuestas selladas, con una anotación explicando las razones que tiene para no hacer oferta, así como notificar si tiene o no interés en ser invitado para futuros requerimientos de propuestas en esos renglones. La falta de someter oferta sin notificación podrá ser informada al RUL.

Iniciales del Proponente: \_\_\_\_\_

- d. **OFERTAS NO RESPONSIVAS O INACEPTABLES:** Al hacer su oferta, el licitador se limitará a ofrecer lo que se le solicita dentro de las especificaciones enmarcadas y las condiciones fijadas. Las especificaciones establecen requisitos mínimos, cualquier oferta que sobrepase las especificaciones solicitadas, podrá ser aceptada siempre y cuando no altere sustancialmente lo solicitado de forma tal que pueda interpretarse como competencia desleal.
- e. No serán consideradas ofertas que hagan de la misma una **ambigua**, en cuanto a su significado, **incompleta** o **indefinida**. También, serán rechazadas ofertas que **alteren, incumplan, varíen o condicionen** los términos, condiciones y especificaciones establecidos por la AMA.
- f. **OFERTAS INCOMPLETAS:** Ofertas en las que no se completen todos los blancos serán rechazadas. Si un licitador no tiene información que suplir en un blanco deberá anotar "N/A" - (no aplica) o "N/B" - (no bid).
- g. **VARIAS OFERTAS POR UN MISMO LICITADOR:** Si un licitador presenta varias ofertas para una solicitud de propuestas selladas, ya sea a nombre propio o seudónimos, de alguna de sus subsidiarias o sucursales, de alguno o varios de sus socios, agentes u oficiales, todas serán **rechazadas** y se le podrán imponer las penalidades que establece el Reglamento 1-23-01.
- h. **OFERTA LIMITADA:** Todo licitador que entienda que solamente puede sostener sus precios por un período de tiempo determinado, así lo hará constar en su oferta especificando el término.

**S. RETIRO DE OFERTA**

El retiro de una oferta se hará mediante solicitud escrita, dirigida a la Junta de Subastas de la AMA, antes del acto de Apertura. No se puede volver a presentar una sustitutiva de la que se retiró ni se puede retirar ofertas luego de que se haya realizado el acto de Apertura.

**T. RECHAZO GLOBAL**

La Junta de Subastas podrá rechazar todas las ofertas recibidas si éstas no cumplen con las instrucciones, términos, condiciones y especificaciones, o si los precios o ingresos de la AMA fueran irrazonables, o si existe colusión entre los licitadores comparecientes, o si los mejores intereses económicos del Gobierno de Puerto Rico pudieran verse afectados.

Iniciales del Proponente: \_\_\_\_\_

**U. CANCELACIÓN DE CONTRATO POR CAUSA: NEGATIVA A ENTREGAR**

Si el licitador se niega a entregar lo ordenado, se podrá cancelar el contrato y emitirlo a otro licitador. Además, la AMA aplicará las sanciones correspondientes, según el Reglamento Núm. 1-23-01, así como en las acordadas en el contrato.

**V. CANCELACIÓN DE CONTRATO POR CONVENIENCIA**

La AMA podrá dar por terminado cualquier contrato cuando lo estime conveniente, notificando al menos treinta (30) días antes dicha determinación.

**W. SOLVENCIA MORAL**

La AMA no adjudicará solicitud de propuestas selladas u otorgará contrato alguno para la realización de servicios o la venta o entrega de bienes, a persona natural o jurídica que haya sido convicta o se haya declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos enumerados en la Ley Núm. 2-2018, según enmendada.

Esta prohibición de adjudicar solicitudes de propuestas selladas u otorgar contratos, se extiende a aquellas personas jurídicas cuyos presidentes, vicepresidentes, director, director ejecutivo, o miembro de su Junta de Oficiales o Junta de Directores, o persona que desempeñe funciones equivalentes, haya sido convicto o haya sido declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos, según enumerados en el Artículo 3 de la referida ley.

La prohibición para la contratación, subcontratación o adjudicación de una solicitud de propuestas selladas contenida en la Ley 458, *supra*, tendrá una duración de veinte (20) años, a partir de la convicción correspondiente en casos por delito grave, y una duración de ocho (8) años en casos por delito menos grave.

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La convicción o culpabilidad por cualquiera de los delitos enumerados en el Artículo 3 de la ley conllevará, además de cualesquiera otras penalidades, la rescisión automática de todos los contratos vigentes a esa fecha entre la persona convicta o culpable y la AMA. Además de la rescisión del contrato, la AMA tendrá derecho a exigir la devolución de las prestaciones que hubiese efectuado con relación al contrato o contratos afectados directamente por la comisión del delito.

## **X. INCUMPLIMIENTO**

Si el licitador incumpliera con cualquiera de los términos y condiciones de esta solicitud de propuestas selladas una vez emitida la orden de compra o firmado el contrato, la AMA cancelará el mismo inmediatamente, ejecutará la Fianza de Ejecución ("Performance Bond") y podrá solicitar que se excluya al suplidor del RUL, por un término no menor de un (1) año y no mayor de tres (3) años, conforme según las disposiciones aplicables.

Además, la AMA se reserva el derecho de aplicar cualesquiera otras sanciones, según provistas en el Reglamento Núm. 1-23-01, y las acordadas en el contrato.

Las medidas a tomarse en caso de incumplimiento serán impuestas solamente por la AMA, previa investigación de los hechos, mediando comunicación y dando al licitador la oportunidad de ser escuchado.

Se concederá 30 días para subsanar incumplimientos operacionales por falta de mantenimiento, deterioro visible, fallas recurrentes o incumplimiento reglamentario, esto antes de imponer penalidades o resolver el contrato.

## **Y. PENALIDAD POR ENTREGA TARDÍA O INCUMPLIMIENTO**

Todo licitador que incurra en incumplimiento de entrega de mercancía o servicios, se le aplicará un cargo según dispuesto en el Reglamento 1-23-1, Secc. 4.3.20, sobre importe de la orden de compra emitida, o contrato, por cada día que transcurra de atraso, sin que constituya una renuncia a cualquier otro procedimiento que en derecho proceda. Se entiende que ha habido atraso cuando el suplidor no cumpla con la fecha de entrega convenida o no cumpla con la fecha de comienzo de los servicios.

Iniciales del Proponente: \_\_\_\_\_

## Z. RECONSIDERACIÓN Y REVISIÓN JUDICIAL

Una vez se emita una Notificación de Adjudicación, cualquier persona que haya participado en el proceso de esta solicitud de propuestas selladas, y haya recibido una determinación adversa, tendrá oportunidad de solicitar una reconsideración o eventual revisión judicial, siguiendo las disposiciones legales aplicables. Según el Art. 4.2 de la Ley Núm. 38-2017, según enmendada, conocida como Ley de Procedimiento Administrativo Uniforme del Gobierno de Puerto Rico, "La mera presentación de una solicitud de revisión al amparo de esta Sección no tendrá el efecto de paralizar la adjudicación de la solicitud de propuestas selladas impugnada".

### AA. Conflicto de Intereses

El proponente certifica expresamente que, al momento de someter sus propuestas, no existe conflicto de intereses real, potencial o aparente con funcionarios de la AMA. El proponente reconoce y acepta que tiene una obligación continua de divulgación. Este debe incluir una certificación expresa, de lo contrario la propuesta puede ser declarada no responsiva por la Junta de Subastas.

**Fin de las Instrucciones**

**\*\*\*Pase a los Anejos\*\*\***

Iniciales del Proponente: \_\_\_\_\_

## REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

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These requirements do not apply to micro-purchases (\$10,000 or less), except that Davis-Bacon requirements apply to contracts over \$2,000.

Applicability data is found on the table above and with each clause below. Please review your specific funding source for additional applicability and requirements.

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### 1. No Federal Government Obligation to Third Parties.

Authority - FTA Master Agreement FY2020 at Section 3(l)

Applicability - all contracts

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

### 2. Program Fraud and False or Fraudulent Statements and Related Acts.

Authority - 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 C.F.R. part 31, FTA Master Agreement at Section 39(b)(2).

Applicability - all contracts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

*Additional Notice to U.S. DOT Inspector General.* The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier. "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements.

### 3. Access to Records and Reports.

Authority - 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333 and 49 C.F.R. part 633, 49 CFR part 625, 49 CFR part 630, FTA Master Agreement FY2020 at Sections 8(c)(1) and 20.

Applicability – all contracts

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified

that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

e. Contractor agrees to comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

#### 4. Federal Changes.

Authority – FTA Master Agreement (25) at Section 9(c)(1)

Applicability – all contracts

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220. IF as they may be amended or promulgated from time to time during the term of the contract. The contractor's failure to comply shall constitute a material breach of the contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

#### 5. Civil Rights (Title VI, EEO, ADA).

Authority – Appendix II to Part 200, FTA Master Agreement FY2020 at Section 12(b)-(d), FTA Best Procurement Practices Manual

Applicability - all contracts

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal

Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

#### 6. Incorporation of Federal Transit Administration (FTA) Terms.

Authority – FTA Master Agreement (25) at Section 3(i)(5)

Applicability - all contracts

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**7. Energy Conservation.**

Authority - 42 U.S.C. 6321 et seq. and 49 C.F.R. part 622, subpart C

Applicability - all contracts

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**8. Termination Provisions.**

Authority - 2 C.F.R. § 200.339 and 2 C.F.R. part 200, Appendix II (B), FTA Master Agreement at Section 16(d)(2)

Applicability - all contracts, for all contracts in excess of \$10,000, termination provisions will be a part of the contract.

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in The Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to The Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to The Agency, the Contractor will account for the same, and dispose of it in the manner The Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, The Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by The Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, The Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to The Agency 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from The Agency setting forth the nature of said breach or default, The Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude The Agency from also pursuing all available remedies against

Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that The Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by The Agency shall not limit The Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, The Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of The Agency.

Flow Down Requirements – none.

9. Government-Wide Debarment and Suspension.

Authority - 2 C.F.R. part 180, 2 C.F.R. § 180.300, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement FY2020 at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over \$25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the bidder or bidders knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidders agree to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidders further agree to include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Municipalities, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

#### 10. Buy America Requirements.

Authority - 49 U.S.C. 5323(j) and 49 C.F.R. part 661 (49 C.F.R. § 661.13(b) and 49 C.F.R. § 661.6), FTA Master Agreement FY2020 at Sections 3(h) and 16(d)(1), FTA Best Procurement Practices Manual

Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000. Work orders and small purchases of less than one hundred fifty thousand dollars (\$150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The Bidder must submit to Agency the appropriate Buy America certification below with its Bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The Agency presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The Agency reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

In addition to the aforementioned, Buy America Requirements, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58 that includes the Build America, Buy America Act ("the Act") Pub. L. No. 117-58, §§ 70901-58, specifically §70914 of the Act, requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufacturer products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufacturer product that are mined, produced or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established in applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (IIJA §70912(2) and (6)(B)(ii)).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Definitions*

“Construction materials” include an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Flow Down Requirements - The Buy America requirements flow down from FTA Municipalities and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**11. Provisions for resolution of disputes, breaches, or other litigation.**

Authority – FTA Master Agreement FY2020 at Section 39(b)(1)-(2).

Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

**12. Lobbying Restrictions.**

Authority - 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (I) and 49 C.F.R. part 20, appendix A, FTA Master Agreement FY2020 at Section 4(c)

Applicability - All contracts over \$100,000

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Agency.
- B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

### 13. Clean Air

Authority - 42 U.S.C. 7401-7671q and FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 - 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over \$150,000 at every tier.

### 14. Clean Water.

Authority - 33 U.S.C. 1251-1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377. The contractor shall report each violation to the Agency and understands and agrees that the Agency shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractors shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over \$150,000 at every tier.

**15. Cargo Preference - Use of United States-Flag Vessels.**

Authority - 46 U.S.C. § 55305 and 46 C.F.R. part 381.7, FTA Master Agreement FY2020 at Section 15(b), FTA C 4220.1F at Appendix D

Applicability - Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

Contractor shall: (a) use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; (b) furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Agency (through contractor in the case of a subcontractor's bill-of-lading.); (c) include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Flow Down Requirements - The Cargo Preference requirements flow down to all subcontracts involved with the transport of equipment, material, or commodities by ocean vessel.

**16. Fly America.**

Authority - 49 U.S.C. § 40118, 41 C.F.R. part 301-10 and 48 C.F.R. part 47.4, FTA Master Agreement FY2020 at Section 15(c), FTA C 4220.1F at Appendix D

Applicability - All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

a) Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, municipalities and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Flow Down Requirements - The Fly America requirements flow down from FTA Municipalities and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**17. Davis-Bacon and Copeland Anti-Kickback Acts.**

Authority – Appendix II to Part 200, 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 18 U.S.C. § 874, and 29 C.F.R. part 5 (29 C.F.R. § 5.5), 29 C.F.R. § 3.1 and 3.11, 18 U.S.C. § 874, 40 U.S.C. § 3145, FTA Master Agreement FY2020 at Section 16(d)(4), FTA C 4220.1F at Appendix D

Applicability - Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, over \$2,000.

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Flow Down Requirements - These requirements extend to all third party contractors and their subcontracts at every tier and subrecipients and their subcontracts at every tier.

**18. Contract Work Hours and Safety Standards Act**

Authority – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 C.F.R. part 1926, FTA Master Agreement FY2020 at Section 16(d)(5), FTA C 4220.1F at Appendix D

Applicability - Contracts over \$100,000 that involve the employment of mechanics or laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

*Flow Down Requirements - This requirement flows down to all subcontracts at every tier.*

#### **19. Bonding.**

*Authority - 2 CFR 200.325, FTA Master Agreement FY2020 at Section 16(n), FTA C 4220.1F at Appendix D*

*Applicability - For all FTA Funded construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$250,000), the federal awarding agency may accept the bonding policy and requirements of AGENCY if the federal awarding agency has made a determination that the federal interest is adequately protected.*

A Bid Bond in the amount of five percent (5%) of the total Bid price is required. The Contract, if awarded, shall require a Performance Bond and Payment Bond equal to 100% of the contract price from the awarded Contractor. Specific bonding and insurance requirements are set forth in the Solicitation package. Insurance shall be written by an insurer who holds a current Certificate of Authority pursuant to Puerto Rico Statutes.

**20. Seismic Safety.**

*Authority - 42 U.S.C. 7701 et seq., 49 C.F.R. § 41.117 and Executive Order (E.O.) 12699, FTA C 4220.1F at Appendix D*

*Applicability – Design and construction of new buildings and additions to existing buildings.*

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

*Flow Down Requirements - The Seismic Safety requirements flow down from FTA Municipalities and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.*

**21. Public Transportation Employee Protective Arrangements.**

*Authority - 49 U.S.C. § 5333(b) ("13(c)") and 29 C.F.R. part 215, FTA Master Agreement FY2020 at Section 24(d)*

*Applicability - Each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

*Flow Down Requirements – This requirement flows down to all subcontracts at every tier.*

**22. Charter Service Operations.**

*Authority - 49 U.S.C. 5323(d) and (r) and 49 C.F.R. part 604, FTA Master Agreement FY2020 at Section 28*

*Applicability – all transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that the Agency and any subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

*Flow Down Requirements - The Charter Bus requirements flow down from FTA Municipalities and subrecipients to first tier service contractors.*

### **23. School Bus Operations.**

*Authority - 49 U.S.C. 5323(f) and 49 C.F.R. part 605, FTA Master Agreement FY2020 at Section 29*

*Applicability - Contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may:
  1. Bar the Contractor from receiving Federal assistance for public transportation; or
  2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

*Flow Down Requirements - The School Bus requirements flow down from FTA Municipalities and subrecipients to first tier service contractors.*

### **24. Drug and Alcohol Testing - Substance Abuse Requirements.**

*Authority - 49 U.S.C. § 5331, 49 C.F.R. part 655 and 49 C.F.R. part 40.11(c), FTA Master Agreement FY2020 at Section 35, FTA C 4220.1F at Appendix D*

*Applicability - all transit operations contracts*

Contractors who perform safety-sensitive functions must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of Agency, subrecipients, operators, or contractors:

- 1) Operating a revenue service vehicle, including when not in revenue service;
- 2) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- 3) Controlling dispatch or movement of a revenue service vehicle;
- 4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer

who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;

- 5) Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to comply with the following Federal substance abuse regulations:

- (A) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182,
- (B) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

- (A) A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.
- (B) An education and training program which meets the requirements of §655.14.
- (C) A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.
- (D) Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

*Flow Down Requirements -The Substance Abuse requirements flow down to all third-party contractors at every tier who perform a safety-sensitive function for the Agency.*

## **25. Patent and Rights in Data.**

*Authority - 2 C.F.R. part 200, Appendix II (F) and 37 C.F.R. §401.3, FTA Master Agreement FY2020 at Sections 17 and 18, FTA C 4220.1F at Appendix D*

*Applicability - Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual or to micro-purchases (less than \$3,500). If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Agency or subrecipients wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Agency*

*or subrecipients must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.*

### **Intellectual Property Rights**

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Authority intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
  - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government,

its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

*Flow Down Requirements - The Patent Rights and Rights in Data requirements flow down to all third-party contractors and their contracts at every tier that meet the definition of a research-type project under 37 U.S.C. § 401.2.*

**26. Special Department of Labor (DOL) EEO clause for Construction Projects.**

*Authority - Executive Order 11246, 41 CFR § 60-1.4(b), FTA Master Agreement FY2020 at Section 12(d), FTA C 4220.1F at Appendix D*

*Applicability - Federal or federally assisted construction contracts and subcontracts in excess of \$10,000.*

**Additional Equal Opportunity Clauses for Construction Contracts.**

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of \$10,000.

**Equal Opportunity Clause**

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*Flow Down Requirements - The Special Department of Labor (DOL) EEO clause for Construction Projects requirements flow down to all third-party contractors at every tier who perform a safety-sensitive function for the Agency or subrecipients.*

**27. Disadvantaged Business Enterprises (DBEs).**

*Authority - 49 C.F.R. part 26, 49 C.F.R. § 26.13(b), FTA Master Agreement FY2020 at Section 12(e)(4)(ii), FTA C 4220.1F at Appendix D*

*Applicability - all contracts*

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. §101.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

*Flow Down Requirements - The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. Note that it is the Agency's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the Agency to make sure it intervenes to monitor compliance. The onus for compliance is on the Agency.*

**28. Recycled Products (Solid Wastes).**

*Authority - 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.323, FTA Best Procurement Practices Manual, FTA C 4220.1F at Appendix D*

*Applicability - All contracts over \$10,000 for items designated by the EPA Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.*

In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

*Flow Down Requirements - These requirements flow down to all applicable subcontracts at all tiers.*

#### **29. ADA Access.**

*Authority – 49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement FY 2020 at Section 12(h), FTA C 4220.1F at Appendix D-3.*

*Applicability – all contracts*

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

*Flow Down Requirements - This section applies to subcontractors at all tiers.*

**30. Veterans Preference.**

*Authority - 49 USC § 5325(k), FTA Master Agreement FY 2020 at Section 16(i)*

*Applicability - all contracts*

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

*Flow Down Requirements - None.*

**31. Motor Carrier Safety**

*Authority - FTA Master Agreement, FY2020 Section 33*

*Applicability - all contracts*

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Agency must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- (3) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 - 397, to the extent applicable; and
- (4) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

*Flow Down Requirements – This requirement flows down to all subcontracts at every tier.*

**32. Safe Operation of Motor Vehicles.**

*Authority - FTA Master Agreement, FY2020 Section 34(a)(2) and (b)(iii)*

*Applicability - all contracts*

Contractors are encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

*Flow Down Requirements – This requirement flows down to all subcontracts at every tier.*

**33. Protection of Sensitive and Personally Identifiable Information**

*Authority - FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules Applicability*

*- all contracts*

Contractors must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

*Flow Down Requirements – This requirement flows down to all subcontracts at every tier.*

**34. Trafficking in Persons**

*Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); FTA Master Agreement FY 2020 at Section 4(f)*

*Applicability - all contracts*

Contractor agrees that it and its employees that participate in the Contract, may not: Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, Procure a commercial sex act during the period of time that the Contract is in effect, or Use forced labor in the performance of the Contract or sub agreements thereunder. Violation of this provision provides Agency the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**35. Federal Tax Liability and Recent Felony Convictions**

Authority - 2019 Pub. L 116-6; FTA Master Agreement FY 2020 at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the Agency, the undersigned Contractor certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**36. Construction Site Safety**

Authority - Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, 40 U.S.C. § 3701 et seq.; U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926, and FTA Master Agreement FY 2020 at Section 24(a)(4)

Applicability - all construction contracts

The Contractor agrees that it will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

**37. Domestic Preferences for Procurements**

Authority - 2 CFR part 200 Appendix II (L); 2 C.F.R. § 200.322

Applicability - all contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

*Flow Down Requirements* – This requirement flows down to all subcontracts at every tier.

**38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

*Authority* - 2 CFR part 200 Appendix II (K); 2 C.F.R. § 200.216

*Applicability* - all contracts

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal

Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Agency from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Agency any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the Agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Agency immediately.

*Flow Down Requirements – This requirement flows down to all subcontracts at every tier.*

### **39. Bus Testing.**

*Authority - 49 U.S.C. § 5318(e) and 49 C.F.R. part 665, FTA Master Agreement FY2020 at Section 16(m)*

*Applicability - Rolling stock, except minivans*

Contractor shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the Agency prior to the Agency's final acceptance of the first vehicle. (2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Agency prior to the Agency's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the Agency of such a vehicle and the details of that vehicle's configuration and major components.

*Flow Down Requirements - none.*

### **40. Pre-Award and Post-Delivery Audit Requirements.**

*Authority - 49 U.S.C. 5323(m) and 49 C.F.R. part 663, FTA Master Agreement FY2020 at Section 16(m)*

*Applicability - Rolling stock*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

*Flow Down Requirements - none.*

### **41. FTA Clauses Required when DBE Threshold Has Been Met**

*Applicability - all contracts where there is DBE Participation*

**a. Contract Assurance. 49 CFR Part 26.13**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26.13 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

**b. Monitoring the Performance of other Program Participants. 49 CFR Part 26.37**

The Agency will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractor Request for Payment invoices will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

**c. Prompt Payment. 49 CFR part 26.29(a)**

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the Agency. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

**d. Return of Retainage. 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.**

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Agency. When the Agency has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

**e. Termination for Convenience (DBE). 49 CFR Part 26.53**

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from Agency.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent from Agency; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the Agency.

*Flow Down Requirements - This requirement flows down to all subcontracts at every tier.*

Other Federal Requirements

The following requirements are not federal clauses, but apply to all contracts except micro-purchases (\$3,500 or less)

**Full and Open Competition.**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications.**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

**Access Requirements for Persons with Disabilities.**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation.**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of

\$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress.**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

#### **Ineligible Contractors and Subcontractors.**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the Agency shall cancel, terminate or suspend this contract.

#### **Compliance with Federal Regulations.**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the Agency to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the Agency and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **Real Property.**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **Access to Services for Persons with Limited English Proficiency.**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Agency agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Agencies on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

#### **Environmental Justice.**

Except as the Federal Government determines otherwise in writing, the Agency agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable

edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Agencies," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

**Environmental Protections.**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data.**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Restrictions.**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

**In-State Bus Dealer Restrictions.**

The Agency agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

**Organizational Conflicts of Interest.**

The Agency agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Agency must disclose to FTA, and each of its SubAgencys must disclose to the Agency: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to

make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Project Labor Agreements.**

As a condition of a third party contract award, the Agency may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

**Force Account.**

The Agency agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

**FTA Technical Review.**

The Agency agrees that FTA may review and approve the Agency's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

**Relationship of the Award to Third Party Contract Approval.**

The Agency agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non-competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only.**

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Uniform Guidance. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted, whereby records must be available for review or audit by appropriate officials of the cognizant Federal agency and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the Florida Department of Transportation. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the Florida Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of the Uniform Guidance may result in suspension or termination of Federal award payments.

**Veterans Preference.**

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Agency agrees and assures that each of its SubAgencys: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Safe Operation of Motor Vehicles.**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number.**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration.**

Non-urbanized Area Formula (Section 5311) is 20.509. A Agency covered by the Single Audit Act Amendments of 1996 and OMB Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as Uniform Guidance) agrees to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Uniform Guidance.

## Firma Autorizada

Fecha: \_\_\_\_\_

\_\_\_\_\_  
Nombre Compañía / No. Licitador

Negocio privado  Corporación, o  Asociación por la presente somete su oferta.

Seguro Social Patronal: \_\_\_\_\_

Hacemos constar que hemos leído todas las instrucciones, términos, condiciones y cláusulas del pliego de subastas.

La dirección sometida con esta oferta es la dirección donde recibimos nuestra correspondencia.

Yo, el firmante, CERTIFICO que estoy autorizado a firmar esta oferta y mi nombre y firma constan registradas en el Registro de Licitadores.

\_\_\_\_\_  
Nombre en letra de molde

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Puesto o cargo que ocupa

Dirección Postal:

Dirección Física:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No. Teléfono y Fax:

\_\_\_\_\_

Corporación Foránea

\_\_\_\_\_  
Nombre del Agente Residente

\_\_\_\_\_  
Dirección

\_\_\_\_\_  
Teléfonos / Fax

Anejo C

## AUTORIZACIÓN DE DUEÑO O SOCIO PRINCIPAL DE NEGOCIO NO INCORPORADO

ESTE FORMULARIO LO CUMPLIMENTARÁN LOS DUEÑOS DE NEGOCIOS NO REGISTRADOS O PARA CAMBIARLA PERSONA AUTORIZADA EN EL REGISTRO ÚNICO DE LICITADORES A FIRMAR OFERTAS

YO, \_\_\_\_\_ mayor de edad, \_\_\_\_\_, vecino de \_\_\_\_\_,  
Puerto Rico con Seguro Social Patronal \_\_\_\_\_ - \_\_\_\_\_ y dueño/socio principal de la empresa  
\_\_\_\_\_ que no es una corporación, por la presente AUTORIZO a comparecer en mi  
representación y la del negocio en las subastad del gobierno del Estado Libre Asociado de Puerto Rico, y me  
comprometo a honrar los precios ofrecidos por él en estas subastas.

Dado hoy \_\_ de \_\_\_\_\_ de 20\_\_, en \_\_\_\_\_, Puerto Rico.

\_\_\_\_\_  
Nombre en letra de molde

\_\_\_\_\_  
Firma

Jurada y suscrita ante mí, la "Autorización para Comparecer en Subastas del gobierno del Estado Libre Asociado de Puerto Rico", expedida por el declarante cuyas señas han sido mencionadas y a quien doy fe de conocer ( ) personalmente ( ) por dichos, y lo he identificado mediante .

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_\_ de \_\_\_\_\_ de 20 .

Abogado-Notario

## RESOLUCIÓN CORPORATIVA

Yo \_\_\_\_\_, mayor de edad, (estado civil) \_\_\_\_\_, (profesión) \_\_\_\_\_, y vecino de \_\_\_\_\_, en calidad de Secretario de la Corporación \_\_\_\_\_, certifico:

Que la Junta de Directores se reunió en sesión ordinaria celebrada el día \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_, a la cual asistió el quórum reglamentario y resolvió autorizar a los oficiales nombrados a continuación, para que cualquiera de ellos, a nombre y en representación de esta corporación, puedan comparecer a los procesos de compra de bienes y servicios no profesionales realizados por las agencias de la Rama Ejecutiva del Estado Libre Asociado de Puerto Rico, corporaciones públicas y municipios, así como firmar ofertas y suscribir todo tipo de descuento requerido como parte de dicha comparecencia, por lo que sus firmas, las cuales se hacen constar en este documento, obligan a esta Corporación.

\_\_\_\_\_  
Nombre, firma y posición de persona autorizada a firmar ofertas

\_\_\_\_\_  
Nombre, firma y posición de persona autorizada a firmar ofertas

\_\_\_\_\_  
Nombre, firma y posición de persona autorizada a firmar ofertas

Y PARA QUE ASÍ CONSTE, firmo y sello esta Certificación con el sello de la Corporación, en San Juan, Puerto Rico, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_\_.

Secretario de la Corporación

Testimonio Número: \_\_\_\_\_

JURADA Y SUSCRITA ante mí por \_\_\_\_\_, mayor de edad, \_\_\_\_\_ y vecino(a) de \_\_\_\_\_, en su carácter de Secretario de la Corporación y a quien identifiqué mediante \_\_\_\_\_ en \_\_\_\_\_, Puerto Rico, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO



ANEJO E  
CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS

RFP 2026-001

INSTALACION DE 250 COBERTIZOS Y PUBLICIDAD EN PARADAS DE LA AMA

Yo, \_\_\_\_\_, de edad legal, de estado civil (casado/soltero), y residente de \_\_\_\_\_, he sido designado como representante autorizado de \_\_\_\_\_ ("el proponente") para el proceso de subasta en referencia, de la Autoridad Metropolitana de Autobuses (AMA). En virtud del interés de participar en la subasta en referencia, y consciente de que la AMA está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio de Puerto Rico, y por consiguiente apoyar y cumplir con la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico, certifico que:

1. Ningún servidor público o empleado de la AMA tiene un interés pecuniario con alguno de los Proponentes que participan en este Proceso de Adquisición, ni lo han tenido -directa o indirectamente- en los últimos cuatro (4) años.
2. Ningún servidor público o empleado de la AMA ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad con interés en este Proceso de Adquisición, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, como mecanismo de pago por llevar a cabo los deberes y responsabilidades de su posición relacionado a este Proceso de Adquisición.
3. Ningún servidor público o empleado de la AMA ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, a cambio de que su actuación influya el resultado final de este Proceso de Adquisición.
4. No tengo una relación de parentesco dentro del cuarto (4to) grado de consanguinidad y/o segundo (2do) de afinidad, con algún servidor público o empleado de la AMA que participe o inflencie -o tenga la capacidad para hacerlo- en las decisiones institucionales de la AMA.

5. En el caso de que el Proponente revele a la AMA un conflicto de intereses aparente, potencial o real, la AMA tomará las medidas apropiadas para abordar la divulgación tomando las siguientes medidas, que incluyen, entre otras, eliminar, mitigar o neutralizar el conflicto aparente, potencial o real, cuando corresponda, a través de medios tales como garantizar un equilibrio de puntos de vista, divulgación con los descargos de responsabilidad apropiados, restringiendo o modificando el trabajo a realizar para evitar o reducir el conflicto aparente, potencial o real.
6. Si el Proponente descubre un conflicto de intereses aparente, potencial o real después de que concluya el Proceso de Adquisición, hará una divulgación completa por escrito a la AMA. Esta divulgación incluirá una descripción de las acciones que el Proponente ha tomado o se propone tomar para evitar, mitigar o neutralizar el conflicto de intereses aparente, potencial o real.
7. El Proponente no tiene intereses presentes o actualmente planificados (financieros, contractuales, organizativos o de otro tipo) relacionados con el contrato o la orden de tarea que puedan resultar de este Proceso de Adquisición que crearía cualquier conflicto de intereses aparente, real o potencial (incluidos los conflictos de intereses para los miembros de la familia inmediata: cónyuges, padres, hijos) que afectaría su capacidad de ser imparcial, asistencia o asesoramiento técnicamente sólidos y objetivos, o que den lugar a que se le otorgue una ventaja competitiva desleal.
8. El Proponente ha ejercido, y continuará ejerciendo, la debida diligencia para evitar, identificar, eliminar o mitigar cualquier conflicto de intereses aparente, potencial o real a satisfacción de la AMA.
9. El proponente hace constar que su oferta es genuina y no colusoria o falsa; y que no ha conspirado, hecho contubernio, o acordado, directa o indirectamente, con ningún otro licitador o persona, presentar una oferta falsa, o abstenerse de licitar y no ha buscado en ningún asunto, directa o indirectamente, por acuerdo o contubernio, comunicación o conferencia, con cualquier persona, para fijar el precio de oferta del declarante o de cualquier otro licitador, o para fijar cualquier elemento general, de ganancia o costo de dicho precio de oferta, o del de cualquier otro postor, o para asegurar cualquier ventaja contra la AMA.

En virtud de lo anterior, yo, el/la Representante Autorizado(a) del Proponente, también, certifico que:

Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la AMA.

Muy en especial, certificamos que la persona natural o jurídica, que aquí desea participar de la adjudicación de una subasta o en el otorgamiento de algún contrato, con la AMA, para la realización de servicios o la venta o entrega de bienes, que ni la persona natural o jurídica, o cualquier presidente, vicepresidente, director, director ejecutivo, o miembro de una junta de oficiales o junta de directores, o personas que desempeñen funciones equivalentes para la persona jurídica, ha sido convicta o se ha declarado culpable de cualquiera de los delitos enumerados en la Sección 6.8 de la [Ley 8-2017](#), según enmendada, conocida como "Ley Administración y Transformación de los Recursos Humanos en el Gobierno de Puerto Rico", o por cualquiera de los delitos contenidos en el referido Código.

En \_\_\_\_\_, Puerto Rico, hoy, \_\_\_\_\_.

Firma:

Nombre en letra de molde:

Número de seguro social:

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Jurada y suscrita ante mí, la "Autorización para Comparecer en Subastas del Gobierno del Estado Libre Asociado de Puerto Rico", expedida por el declarante cuyas señas han sido mencionadas y a quien doy fe de conocer ( ) personalmente ( ) por dichos, y lo he identificado mediante

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_.

Abogado-Notario

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
1	13	18.399900°	-66.120706°	Carretera PR-2 antes lado opuesto calle Robles	Guaynabo
2	14	18.401084°	-66.119356°	Carretera PR-2 antes calle Driver Ramón Mimoso	Guaynabo
3	16	18.403474°	-66.115819°	Carretera PR-2 antes lado opuesto calle Las Flores	Guaynabo
4	20	18.410578°	-66.103728°	Avenida Franklin D. Roosevelt despues Avenida San Patricio	Guaynabo
5	21	18.411639°	-66.100221°	Avenida Franklin D. Roosevelt antes Avenida Escorial	Guaynabo
6	46	18.447474°	-66.070235°	Carril Exclusivo Avenida Juan Ponce de Leon antes calle Lloveras	San Juan
7	71	18.411533°	-66.101208°	Avenida Franklin D. Roosevelt lado opuesto calle Parkside 1	Guaynabo
8	74	18.405034°	-66.113574°	Carretera PR-2 antes calle Buchanan	Guaynabo
9	77	18.399928°	-66.120990°	Carretera PR-2 despues calle Robles	Guaynabo
10	80	18.399315°	-66.130132°	Carretera PR-2 frente Dealer Toyota	Bayamón
11	113	18.415065°	-66.106816°	Carretera PR-165 despues calle 2	Guaynabo
12	136	18.416364°	-66.109705°	Carretera PR-165 frente edificio El Nuevo Día	Guaynabo
13	137	18.414839°	-66.106552°	Carretera PR-165 lado opuesto calle 2	Guaynabo
14	221	18.422806°	-65.988823°	Marginal Baldorioty de Castro despues Avenida Iturregui	Carolina
15	224	18.429675°	-65.993351°	Marginal Baldorioty de Castro lado opuesto Condominio Intersuite	Carolina
16	225	18.431120°	-65.998230°	Marginal Baldorioty de Castro lado opuesto calle Joaquina	Carolina
17	229	18.429410°	-66.008110°	Calle Luna antes calle Aries	Carolina
18	232	18.430236°	-66.014913°	Avenida Laguna antes calle Acuario	Carolina
19	318	18.431309°	-66.015312°	Avenida Laguna antes lado opuesto calle Acuario	Carolina
20	319	18.429300°	-66.014849°	Avenida Laguna antes lado opuesto calle Luna	Carolina
21	322	18.429310°	-66.008100°	Calle Luna antes calle Tauro	Carolina
22	326	18.431076°	-65.998431°	Marginal Baldorioty de Castro esquina calle Joaquina	Carolina
23	328	18.429573°	-65.993332°	Marginal Baldorioty de Castro frente Condominio Intersuite	Carolina
24	333	18.416236°	-65.993011°	Avenida El Comandante lado opuesto calle 538	Carolina
25	335	18.415684°	-65.989906°	Avenida Roberto S. Vilella despues calle 246	Carolina

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
26	336	18.416799°	-65.984744°	Avenida Roberto S. Vilella antes PR-190	Carolina
27	338	18.418856°	-65.978291°	Avenida Roberto S. Vilella antes Avenida Sanches Osorio	Carolina
28	379	18.417160°	-65.983860°	Avenida Roberto S. Vilella antes PR-190	Carolina
29	380	18.415823°	-65.990017°	Avenida Roberto S. Vilella antes calle 246	Carolina
30	421	18.396095°	-66.000360°	Bulevard de la Media Luna despues Avenida 65th	San Juan
31	440	18.456802°	-66.087931°	Blev. St. Thomas despues calle Limbergh	San Juan
32	466	18.456700°	-66.088458°	Blev. St. Thomas antes calle Limbergh	San Juan
33	497	18.410256°	-66.043959°	Avenida Barbosa despues lado opuesto calle Creuz (Esc. Miguel Such)	San Juan
34	519	18.456978°	-66.088227°	Blev. St. Thomas antes calle Limbergh	San Juan
35	561	18.414066°	-66.034170°	Calle Dr. Lopéz Sicardo despues calle Riaza	San Juan
36	562	18.416386°	-66.034328°	Calle Flanders despues calle 40	San Juan
37	564	18.420473°	-66.033952°	Calle Flanders lado opuesto calle Belmonte	San Juan
38	565	18.421912°	-66.034195°	Calle Flanders lado opuesto calle Urdiales	San Juan
39	571	18.427286°	-66.053024°	Calle Quisquella despues calle Pachín Main	San Juan
40	572	18.426880°	-66.055300°	Calle Bolivia antes calle Chile	San Juan
41	575	18.426296°	-66.057281°	Calle Bolivia antes calle Uruguay	San Juan
42	576	18.426786°	-66.055149°	Calle Bolivia despues calle Chile	San Juan
43	583	18.422099°	-66.034493°	Calle Urdiales antes calle Flandes	San Juan
44	584	18.420557°	-66.034103°	Calle Flanders esquina calle Belmonte	San Juan
45	587	18.414174°	-66.034262°	Calle Dr. Lopéz Sicardo despues calle 49	San Juan
46	591	18.403282°	-66.031177°	Expreso Trujillo Alto (PR-181) despues calle Luis Muñoz Souffront	San Juan
47	598	-66.043307°	-66.043307°	Avenida Barbosa esquina calle Robles	San Juan
48	762	18.388765°	-66.032107°	Avenida Park Gardens antes calle Circeo (Calle 25)	San Juan
49	769	-66.029956°	-66.027862°	Avenida Frontera antes calle Cantizales	San Juan
50	770	18.379069°	-66.025734°	Carretera 846 (PR-846) despues Expreso Trujillo Alto (PR-181)	San Juan

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
51	783	18.374851°	-66.036766°	Avenida Venus antes calle Aster	San Juan
52	784	18.373608°	-66.034691°	Avenida Venus antes calle Libra	San Juan
53	785	18.373100°	-66.032730°	Avenida Venus antes calle Picis	San Juan
54	787	18.376120°	-66.027211°	Avenida Periferal antes lado opuesto calle 31	Trujillo Alto
55	788	18.376949°	-66.025995°	Carretera 846 (PR-846) despues lado opuesto Avenida Periferal	Trujillo Alto
56	790	18.382076°	-66.027471°	Avenida Frontera despues Expreso Trujillo Alto (PR-181)	San Juan
57	791	18.382268°	-66.029956°	Avenida Frontera esquina calle Jijona	San Juan
58	792	18.384181°	-66.033028°	Avenida Frontera esquina calle Alora	San Juan
59	811	18.379578°	-66.099264°	(PR-8177) Calle Santiago Iglesia lado opuesto Sector Yambele	San Juan
60	813	18.377298°	-66.094797°	(PR-8177) Calle Santiago Iglesia antes lado opuesto calle San Ignacio	San Juan
61	848	18.372120°	-66.107436°	Avenida Esmeralda despues calle Los Prados	Guaynabo
62	861	18.379696°	-66.099391°	(PR-8177) Calle Santiago Iglesia frente Sector Yambele	San Juan
63	863	18.384101°	-66.100067°	Avenida Paz Granela antes calle Esteban Padilla	San Juan
64	982	18.445963°	-66.175719°	Avenida Bulevar de Levittown lado opuesto Avenida Bulevard Monroig	Toa Baja
65	988	18.452951°	-66.188210°	Avenida del Lago lado opuesto calle 6A	Toa Baja
66	990	18.447699°	-66.186799°	Avenida Dr. Alvarez Chanca esquina calle 5	Toa Baja
67	993	18.442149°	-66.181656°	Avenida Dr. Alvarez Chanca antes calle Dr. Pedro Goyco	Toa Baja
68	1032	18.398230°	-66.017900°	Avenida Simón Madera despues Avenida 65th Infanteria	San Juan
69	1033	18.400971°	-66.018407°	Avenida Simón Madera esquina calle 16	San Juan
70	1041	18.406781°	-66.023497°	Calle Aristies Chavier antes calle Jesús M. Muñoz	San Juan
71	1077	18.411632°	-66.020653°	Avenida Simón Madera esquina Paseo 4	San Juan
72	1080	18.406948°	-66.020764°	Calle Aristies Chavier antes calle Francisco P. Cortéz	San Juan
73	1081	18.406870°	-66.023427°	Calle Aristies Chavier despues Jesús M. Muñoz	San Juan
74	1088	18.401787°	-66.018655°	Avenida Simón Madera despues lado opuesto calle 16	San Juan
75	1089	18.397384°	-66.017915°	Avenida Simón Madera antes Avenida 65th Infanteria	San Juan

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
76	1090	18.397096°	-66.025092°	Avenida Jose De Diego despues calle Brisa	San Juan
77	1098	18.425542°	-65.987802°	Avenida Jorge V. Sein antes calle Andora	Carolina
78	1101	18.426772°	-65.982178°	Avenida Jorge V. Sein antes calle Caceres	Carolina
79	1267	18.458649°	-65.989675°	Carretera PR-187 frente Negocio Donde Olga	Loiza
80	1269	18.456383°	-65.984380°	Carretera PR-187 frente Centro Comunal Piñones	Loiza
81	1270	18.456486°	-65.981532°	Carretera PR-187 antes Negocio Playa 79	Loiza
82	1272	18.454506°	-65.971344°	Carretera PR-187 lado opuesto Terraplan	Loiza
83	1273	18.452844°	-65.966468°	Carretera PR-187 frente Negocios Nuevos	Loiza
84	1274	18.450960°	-65.958959°	Carretera PR-187 frente Escuela Emiliano Figueroa	Loiza
85	1298	18.452950°	-65.966610°	Carretera PR-187 lado opuesto Kioskos Nuevos	Loiza
86	1299	18.454628°	-65.971363°	Carretera PR-187 frente a Terraplan	Loiza
87	1301	18.456505°	-65.981969°	Carretera PR-187 lado opuesto Negocio Playa 79	Loiza
88	1302	18.456736°	-65.984807°	Carretera PR-187 lado opuesto Centro Comunal Piñones	Loiza
89	1304	18.458808°	-65.990002°	Carretera PR-187 lado opusto Negocio Donde Olga	Loiza
90	1316	18.406811°	-65.986746°	Avenida Moserrate antes calle B	Carolina
91	1350	18.381136°	-65.963423°	Avenida 65th Infanteria antes Avenida Roberto Clemente	Carolina
92	1380	18.407000°	-65.986160°	Avenida Monserrate antes calle E	Carolina
93	1395	18.395616°	-65.983199°	Avenida 65th Infanteria esquina calle Vigo	Carolina
94	1478	18.452483°	-66.048860°	Calle Park Boulevard antes calle Las America	San Juan
95	1481	18.452584°	-66.048757°	Calle Park Boulevard antes calle Soldado Serrano	San Juan
96	1496	18.372306°	-66.152703°	Avenida Laurel (PR-831) despues calle Jacinto	Bayamón
97	1501	18.364010°	-66.161570°	Avenida Santa Juanita esquina calle India	Bayamón
98	1503	18.360038°	-66.163246°	Avenida Santa Juanita lado opuesto calle Gioconova	Bayamón
99	1508	18.354623°	-66.159259°	Avenida Hosto esquina calle Quina	Bayamón
100	1516	18.352260°	-66.148077°	Avenida Irlanda antes calle Palestina	Bayamón

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
101	1521	18.357457°	-66.152335°	Avenida Irlanda despues lado opuesto calle Cataluña	Bayamón
102	1539	18.377024°	-66.144741°	Avenida Laurel (PR-831) antes Carretera PR-174	Bayamón
103	1546	18.388479°	-66.147005°	Carretera PR-174 despues lado opuesto Avenida Aguas Buenas	Bayamón
104	1549	18.382198°	-66.147487°	Avenida Lomas Verdes antes calle Almendra	Bayamón
105	1550	18.379550°	-66.152290°	Avenida Lomas Verdes despues calle Crisantemo	Bayamón
106	1560	18.376232°	-66.168233°	Calle 10 esquina calle 19	Bayamón
107	1564	18.369952°	-66.167493°	Avenida Magnolia antes calle 6	Bayamón
108	1577	18.391405°	-66.148943°	Carretera PR-174 despues calle Martínéz	Bayamón
109	1601	18.410086°	-66.103971°	Avenida San Patricio esquina Avenida Roosevelt	Guaynabo
110	1602	18.410012°	-66.104106°	Avenida San Patricio despues de la Avenida Roosevelt	Guaynabo
111	1604	18.461772°	-66.088604°	Carril Exclusivo El Tren antes Avenida Juan Ponce de Leon	Bayamón
112	1610	18.387927°	-65.972552°	Avenida 65th Infanteria frente al Hospital Doctor Federico Trilla	Carolina
113	1611	18.396534°	-65.990709°	Avenida Sur lado opuesto al Fondo	Carolina
114	1612	18.394450°	-65.991989°	Avenida Sur lado frente a Ikea	Carolina
115	1617	18.375822°	-65.955326°	Marginal de la Avenida 65th Infanteria frente a Walgreens	Carolina
116	1619	18.378889°	-65.955990°	Carr. 874 frente lado opuesto Condominio Federico Cordero	Carolina
117	1634	18.437821°	-66.179753°	Avenida Sabana Seca frente a Walgreens	Toa Baja
118	1638	18.439476°	-66.195828°	Terminal Vehiculos Publicos	Toa Baja
119	1641	18.437642°	-66.185145°	Avenida Sabana Seca despues calle Dr. Villalobos	Toa Baja
120	1650	18.400976°	-65.965213°	Avenida Roberto Clemente (Parque Lineal)	Carolina
121	1651	18.439004°	-66.059211°	Ave. Sagrado Corazon esquina San Antonio	San Juan
122	1654	18.446605°	-66.045436°	Marginal Baldorioty de Castro frente a placita de los salseros	San Juan
123	1660	18.397731°	-66.000173°	Marginal 65th Infanteria frente a Cenapulo de la FE	San Juan
124	1661	18.455423°	-66.090048°	Paseo Isla Grande esquina calle Paseo de las Fuentes	San Juan
125	1668	18.367764°	-66.152214°	Call 24 frente al Hospital Regional (lado opuesto)	Bayamón

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
126	1670	18.371661°	-66.142757°	Dentro de la Universidad UPR (redondel hacia Bayamón)	Bayamón
127	1671	18.372901°	-66.142531°	Carretera PR-174 despues de la salir de la Universidad UPR (hacia Bayamón)	Bayamón
128	1674	18.372284°	-66.156761°	Avenida Lomas Verdes despues calle 24	Bayamón
129	1684	18.372369°	-66.156455°	Avenida Lomas Verdes esquina calle 24	Bayamón
130	1685	18.373878°	-66.155195°	Avenida Lomas Verdes esquina calle Jacinto	Bayamón
131	1694	18.389315°	-66.074766°	Ave. Centro Medico despues salida PR 21	San Juan
132	1699	18.387155°	-65.972242°	Avenida 65th Infanteria frente al Hospital Doctor Federico Trilla (lado opuesto)	Carolina
133	1715	18.389382°	-66.074991°	Ave. Centro Medico antes salida PR 21	San Juan
134	1726	18.426673°	-66.165237°	(PR167) Avenida Comerio esquina calle Rio Espiritu Santo Norte	Bayamón
135	1730	18.408216°	-66.159402°	(PR167) Avenida Comerio frente Hotel Haytt	Bayamón
136	1731	18.404035°	-66.160053°	(PR167) Avenida Comerio despues Avenida West Main	Bayamón
137	1741	18.438943°	-66.180196°	Avenida Dr. Alvarez Chanca despues lado opuesto Dr. Emigdio Antique	Toa Baja
138	1742	18.442280°	-66.181600°	Avenida Dr. Alvarez Chanca lado opuesto calle Dr. Pedro Goyco	Toa Baja
139	1744	18.445108°	-66.184698°	Avenida Dr. Alvarez Chanca lado opuesto Dr. Jose Sabater	Toa Baja
140	1746	18.453153°	-66.188008°	Avenida del Lago despues esquina calle 6a	Toa Baja
141	1747	18.453543°	-66.186311°	Avenida Bulevar de Levittown despues esquina Blvd Monroig	Toa Baja
142	1748	18.452098°	-66.184624°	Avenida Bulevar de Levittown esquina calle Magda	Toa Baja
143	1750	18.448821°	-66.180101°	Avenida Bulevar de Levittown esquina calle Luisa	Toa Baja
144	1763	18.437756°	-66.176757°	Avenida Sabana Seca frente al Museo de Toa Baja	Toa Baja
145	1766	18.430771°	-66.114025°	Avenida Ponce de Leon (PR-24) despues calle Ernesto Ramos Antonini	Cataño
146	1768	18.456694°	-66.088030°	Blev. St. Thomas despues Avenida Fernandez Juncos - LMM	San Juan
147	1773	18.425720°	-66.071305°	Calle Federico Acosta antes Best Buy	San Juan
148	1782	18.438080°	-66.059656°	Carril Exclusivo Avenida Juan Ponce de Leon antes lado opuesto Avenida Borinquen	San Juan
149	1783	18.449078°	-66.143424°	Avenida Blvr. Las Palmas esquina Urb. La Maria	Cataño
150	1784	18.448755°	-66.143414°	Avenida Blvr. Las Palmas lado opuesto Urb. La Maria	Cataño

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
151	223	18.428333°	-65.990882°	Marginal Baldorioty de Castro despues Avenida Santana	Carolina
152	226	18.430747°	-66.003551°	Calle Sol antes calle Picis	Carolina
153	228	18.429277°	-66.006726°	Calle Luna esquina calle Pegaso	Carolina
154	229	18.429410°	-66.008110°	Calle Luna esquina calle Pegaso	Carolina
155	231	18.429280°	-66.013416°	Calle Luna esquina calle Cosmo	Carolina
156	233	18.429942°	-66.013854°	Calle Cosmo antes calle Luna	Carolina
157	234	18.427320°	-66.012770°	Calle Estrella del Norte esquina calle Andromeda	Carolina
158	235	18.427100°	-66.010917°	Calle Cruz del Sur antes calle Astral	Carolina
159	236	18.427100°	-66.008270°	Calle Cruz del Sur esquina Avenida Los Angeles	Carolina
160	319	18.429300°	-66.014849°	Avenida Laguna antes lado opuesto calle calle Luna	Carolina
161	320	18.429230°	-66.013280°	Calle Luna esquina calle Andromeda	Carolina
162	322	18.429310°	-66.008100°	Calle Luna antes calle Tauro	Carolina
163	324	18.430980°	-66.003438°	Calle Sol lado opuesto calle Sagitario	Carolina
164	325	18.431313°	-65.999755°	Marginal Baldorioty de Castro frente Iglesia Metodista	Carolina
165	326	18.431076°	-65.998431°	Marginal Baldorioty de Castro esquina calle Joaquina	Carolina
166	327	18.430575°	-65.996719°	Marginal Baldorioty de Castro frente Enterprice	Carolina
167	328	18.429573°	-65.993332°	Marginal Baldorioty de Castro frente Condominio Intersuite	Carolina
168	329	18.428070°	-65.990850°	Marginal Baldorioty de Castro antes Avenida Santana	Carolina
169	331	18.423134°	-65.988986°	Marginal Baldorioty de Castro antes Avenida Iturregui	Carolina
170	968	18.450657°	-66.142235°	Bulevard Las Palmas frente Mall	Cataño
171	1010	18.450415°	-66.141998°	Bulevard Las Palmas lado opuesto Mall	Cataño
172	971	18.451637°	-66.147992°	Bulevard Las Palmas frente Condominio Angeli	Cataño
173	973	18.450014°	-66.166500°	Avenida Comerio despues Avenida el Caño ( PR-165)	Toa Baja
174	1723	18.445540°	-66.168053°	Avenida Bulevar de Levittown despues calle Alondra	Toa Baja
175	1724	18.445482°	-66.172738°	Avenida Bulevar de Levittown despues calle Paseo Alicea	Toa Baja

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
176	982	18.445961°	-66.175713°	Avenida Bulevar de Levittown lado opuesto avenida Bulevard Monroig	Toa Baja
177	988	18.452945°	-66.188203°	Avenida del Lago lado opuesto calle 6A	Toa Baja
178	991	18.444939°	-66.184760°	Avenida Dr. Alvarez Chanca despues calle Dr. José Sabater	Toa Baja
179	1635	18.437901°	-66.184695°	Avenida Sabana Seca antes calle Dr. Villalobos	Toa Baja
180	1638	18.439491°	-66.195816°	Terminal Vehiculos Publicos	Toa Baja
181	1641	18.437632°	-66.185161°	Avenida Sabana Seca despues calle Dr. Villalobos	Toa Baja
182	995	18.437524°	-66.179767°	Avenida Sabana Seca antes Avenida Los Dominicos	Toa Baja
183	1001	18.437286°	-66.167776°	Avenida Sabana Seca antes calle Rufino Ramirez Luis	Toa Baja
184	1727	18.423764°	-66.164796°	(PR167) Avenida Comerio antes calle Rio Espiritu Santo Sur	Toa Baja
185	1729	18.412493°	-66.160576°	(PR167) Avenida Comerio frente Mall Plaza Del Parque	Toa Baja
186	1730	18.408196°	-66.159410°	(PR167) Avenida Comerio frente Hotel Haytt	Toa Baja
187	977	18.437570°	-66.167722°	Avenida Sabana Seca despues calle Rufino Ramirez Luis	Toa Baja
188	1763	18.437763°	-66.176741°	Avenida Sabana Seca frente al Museo de Toa Baja	Toa Baja
189	1634	18.437826°	-66.179747°	Avenida Sabana Seca frente a Walgreens	Toa Baja
190	1741	18.438943°	-66.180213°	Avenida Dr. Alvarez Chanca despues lado opuesto Dr. Emigdio Antique	Toa Baja
191	1744	18.445060°	-66.184664°	Avenida Dr. Alvarez Chanca lado opuesto Dr. Jose Sabater	Toa Baja
192	1746	18.453156°	-66.188007°	Avenida del Lago despues esquina calle 6A	Toa Baja
193	1752	18.445711°	-66.175591°	Avenida Bulevar de Levittown antes Avenida Dominico (PR-866)	Toa Baja
194	1753	18.445331°	-66.172726°	Avenida Bulevar de Levittown esquina calle Tulipan	Toa Baja
195	1754	18.445395°	-66.167689°	Avenida Bulevar de Levittown esquina PSO Rio Hondo	Toa Baja
196	1767	18.450524°	-66.165175°	Avenida el Caño ( PR-165) despues (PR167) Avenida Comerio	Toa Baja
197	119	18.430782°	-66.113909°	Avenida Ponce de Leon (PR-24) despues calle Ramos Antonini	Guaynabo
198	1766	18.430771°	-66.114019°	Avenida Ponce de Leon (PR-24) despues calle Ernesto Ramos Antonini	Guaynabo
199	113	18.415070°	-66.106816°	Carretera PR-165 despues calle 2	Guaynabo
200	137	18.414852°	-66.106553°	Carretera PR-165 lado opuesto calle 2	Guaynabo

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
201	111	18.411269°	-66.103672°	Avenida Franklin D. Roosevelt lado opuesto Avenida San Patricio	Guaynabo
202	71	18.411551°	-66.101211°	Avenida Franklin D. Roosevelt lado opuesto calle Parkside 1	Guaynabo
203	20	18.410589°	-66.103729°	Avenida Franklin D. Roosevelt despues Avenida San Patricio	Guaynabo
204	21	18.411652°	-66.100225°	Avenida Franklin D. Roosevelt antes Avenida Escorial	Guaynabo
205	1602	18.410013°	-66.104108°	Avenida San Patricio despues de la Avenida Roosevelt	Guaynabo
206	1601	-66.104108°	-66.103969°	Avenida San Patricio esquina Avenida Roosevelt	Guaynabo
207	12	18.399203°	-66.122096°	Carretera PR-2 antes calle Wilson	Guaynabo
208	13	18.399893°	-66.120697°	Carretera PR-2 antes lado opuesto calle Robles	Guaynabo
209	14	18.401081°	-66.119336°	Carretera PR-2 antes calle Driver Ramón	Guaynabo
210	16	18.403471°	-66.115808°	Carretera PR-2 antes lado opuesto calle Las Flores	Guaynabo
211	17	18.404688°	-66.113770°	Carretera PR-2 antes despues calle B	Guaynabo
212	74	18.405009°	-66.113599°	Carretera PR-2 antes calle Buchanan	Guaynabo
213	75	18.403568°	-66.116024°	Carretera PR-2 esquina calle Sevilla	Guaynabo
214	77	18.399923°	-66.120975°	Carretera PR-2 despues calle Robles	Guaynabo
215	78	18.399417°	-66.122170°	Carretera PR-2 antes calle Tintillo	Guaynabo
216	80	18.399304°	-66.130098°	Carretera PR-2 frente Dealer Toyota	Bayamón
217	1516	18.352250°	-66.148081°	Avenida Irlanda antes calle Palestina	Bayamón
218	1664	18.372511°	-66.142307°	PR-174 despues UPR Bayamon (hacia Santa Juanita)	Bayamón
219	1668	18.367759°	-66.152211°	Calle 24 lado opuesto Hospital Regional de Bayamón	Bayamón
220	1671	18.372893°	-66.142517°	PR-174 despues UPR Bayamon hacia Bayamon	Bayamón
221	825	18.373175°	-66.109862°	Calle A antes lado opuesto calle D	Guaynabo
222	829	18.368969°	-66.111647°	Calle E antes calle D	Guaynabo
223	842	18.368506°	-66.111317°	Calle D esquina calle E	Guaynabo
224	847	18.373040°	-66.110697°	Calle A esquina calle D	Guaynabo

**Autoridad Metropolitana Autobuses**  
Informe de parada para instalación de cobertizos

Cantidad de Paradas	Numero Identificación	Longitud	Latitud	Localización de Paradas	Municipio
<b>Transicenter y cobertizos AMA</b>					
225	270	18.461591°	-66.087931°	Carril El Tren despues Avenida Fernandez Juncos	San Juan
226	43	18.448649°	-66.075386°	Avenida Manuel Fernandez Juncos esquina Avenida Roberto H Tood	San Juan
227	44 (A)	18.450443°	-66.074056°	Carril Exclucivo Avenida Juan Ponce de Leon lado opuesto calle Villamil (A)	San Juan
228	44 (B)	18.450443°	-66.074056°	Carril Exclucivo Avenida Juan Ponce de Leon lado opuesto calle Villamil (B)	San Juan
229		18.429518°	-66.058834°	Calle San German antes Carril Exclusivo Avenida Ponce de Leon	San Juan
230	149	18.424025°	-66.057473°	Avenida Ponce de León frente Transicenter Roosevelt	San Juan
231	57 (A)	18.423870°	-66.057730°	Transicenter Franklin D. Roosevelt antes Avenida Luis Muñoz Rivera (A)	San Juan
232	57 (B)	18.423870°	-66.057730°	Transicenter Franklin D. Roosevelt antes Avenida Luis Muñoz Rivera (B)	San Juan
233	32	18.423941°	-66.058027°	Avenida Muñoz Rivera esquina Avenida Franklin D. Roosevelt	San Juan
234	102	18.425866°	-66.060417°	Avenida Chardon esquina calle D	San Juan
235	452	18.419742°	-66.043600°	Avenida Barbosa despues calle Sicilia	San Juan
236	28	18.418465°	-66.073543°	Avenida Franklin D. Roosevelt lado opuesto calle Las America	San Juan
237	13	18.417349°	-66.076575°	Avenida Franklin D. Roosevelt esquina calle Nemesio Canales	San Juan
238	27	18.416995°	-66.076689°	Avenida Franklin D. Roosevelt despues lado opuesto calle Nemesio Canales	San Juan
239	*	18.413039°	-66.088928°	Avenida José de Diego esquina calle Dalmacia	San Juan
240	316 (A)	18.441823°	-66.015207°	Transicenter Isla verde antes PR-187 (A)	Carolina
241	316 (B)	18.441812°	-66.015144°	Transicenter Isla verde antes PR-187 (B)	Carolina
242	238	18.442024°	-66.014623°	Transicenter Isla verde despues PR-187	Carolina
243	1258	18.442074°	-66.014880°	Transicenter Isla verde despues PR-187	Carolina
244	228	18.429316°	-66.006832°	Calle Luna esquina calle Pegaso	Carolina
245	738	18.380099°	-66.025312°	Expreso Trujillo Alto (PR-181) despues Carretera 846 (PR-846)	Trujillo Alto
246	*	18.393196°	-66.073325°	Paseo Arbona esquina calle Dr. Diaz Bonet	San Juan
247	*	18.396540°	-66.071796°	Paseo Arbona lado opuesto I.N.V. Clinica	San Juan
248	*	18.395146°	-66.075339°	Paseo Arbona lado opuesto Hospital Municipalase	San Juan
249	29	18.420759°	-66.068695°	Avenida Franklin D. Roosevelt antes calle Soldado Rafael Lamar Guerra	San Juan
250	*	18.398170°	-66.052600°	Avenida Ponce de Leon antes calle Arzuaga	San Juan



HOJA DE OFERTAS  
NÚMERO RFP 2026-001

INFORMACION DEL PROPONENTE

Nombre de la empresa: \_\_\_\_\_

Nombre representante autorizado: \_\_\_\_\_

Dirección Postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_

Correo Electrónico: \_\_\_\_\_

Numero de Licitador (RUL): \_\_\_\_\_

OFERTA ECONOMICA

Proponente se compromete, diseñar, construir, instalar y mantener cobertizos de paradas de autobuses y administrar espacios publicitarios, conforme a especificaciones.

Partida/Concepto	Oferta	Costo Unitario	Costo Por Partida
1. Modelo de cobertizo a presentar			
2. Porcentaje de ingreso por publicidad para la AMA			
3. Pago anual garantizado a la AMA			
4. Garantías			
5. Termino de entrega			
6. Términos y condiciones			
7. Termino de Contrato	<b>10 años</b>		

## **Cumplimiento**

- American with Disabilities Act. (ADA)
- Puerto Rico Building Code.
- Reglamentos y Ordenanzas Municipales aplicables.
- Normas de seguridad estructural.
- Espacios adecuados para sillas de rueda.
- Área de acceso libre alrededor del cobertizo.
- Cumplimiento con anchos mínimos de paso y radios de giro.

## **Condiciones Estructurales**

### **Estructura**

- Tratamiento anticorrosivo resistente.
- Anclaje estructural para resistir vientos y eventos atmosféricos.

### **Techo**

- Material resistente a impactos.
- Diseño que permita drenaje adecuado de agua de lluvia.

### **Resistencia Ambiental**

- Materiales resistentes a calor.
- Materiales resistentes a ambientes costeros.
- Materiales resistentes a corrosión.
- Materiales resistentes a anti-vandalismo.

### **Instrucciones:**

1. Para cada concepto, incluya una breve descripción del bien (incluyendo marca) o servicio solicitado para el cual desea.
2. Indique la unidad y la cantidad ofrecida, así como el costo unitario en los respectivos campos.
3. Multiplique el costo unitario por la cantidad ofrecida y colóquelo en la columna de costo por partida.

4. En la línea de "Especificaciones", describa las características de forma, función o utilidad del bien ofrecido, o alcance de trabajo del servicio no profesional ofrecido. Añada páginas adicionales de ser necesario.
5. En la línea de "Términos y Condiciones: indique si acepta aquellos establecidos en las instrucciones de esta propuesta
6. Coloque el termino de cobertura de garantía.
7. En la línea de "Termino de entrega" exprese la unidad (horas, días, meses).
8. Recuerde indicar si existe alguna información confidencial o que deba permanecer protegida.
9. Representante autorizado de la empresa certifica al firmar este documento.
10. Recuerde proveer certificación en caso de reclamar exclusividad de un bien o servicio no profesional.

**Certificación:**

Certifico que esta oferta cumple con todas las condiciones, especificaciones, requisitos establecidos en el pliego de requerimiento de propuesta (RFP).

Nombre Representante: \_\_\_\_\_

Firma: \_\_\_\_\_

Fecha: \_\_\_\_\_