



**SOLICITUD DE CUALIFICACIONES (“RFQ”, POR SUS SIGLAS EN INGLÉS)  
Y SELECCIÓN A BASE DE CUALIFICACIONES  
(“QBS”, POR SUS SIGLAS EN INGLÉS) PARA  
SERVICIOS PROFESIONALES DE INGENIERÍA  
RFQ/QBS2024-001**

**13 DE FEBRERO DE 2024**

La Autoridad Metropolitana de Autobuses de Puerto Rico (en adelante, la AMA) invita a aquellos potenciales proveedores de servicios profesionales de ingeniería, que bien pueden incluir aquellos licitadores inscritos en el RUP bajo la categoría correspondiente al bien o servicio que se pretende adquirir. Esta Solicitud de Cualificaciones se hace conforme al Reglamento Núm. 9496. Un proceso de selección a base de cualificaciones será utilizado para adjudicar este procedimiento.

Se exhorta a las empresas minoritarias, así como las empresas lideradas por mujeres a participar en esta solicitud de cualificaciones.

**PROPÓSITO:**

Esta Solicitud de Cualificaciones busca seleccionar a la entidad mejor calificada que provea servicios profesionales de consultoría en el área de la ingeniería para:

1. Arreglo a las instalaciones de las unidades de acondicionadores de aire en los techos.
2. Cambio de las letras del rótulo principal de la AMA.
3. Arreglo de las entradas principales de vehículos al solar de la AMA.
4. Mejoras a Terminal de Iturregui.
5. Reparación en Segundo Piso, Área Legal.



Además, presente una oferta razonable de costos. Para dicha selección a base de cualificaciones se tomará en consideración la experiencia, peritaje, preparación académica, capacidad de trabajo, prestigio, y publicaciones, entre otras.

### **DESCRIPCIÓN DE LOS SERVICIOS A PRESTARSE:**

Las labores consisten en proporcionar servicios profesionales de Ingeniería, Gerencia de Construcción y Gerencia de Proyectos.

Esta adquisición implica el desarrollo de planos, especificaciones y requisitos para las reparaciones de las instalaciones de AMA. El Proponente preparará el alcance del trabajo de reparación, las especificaciones y las estimaciones.

El Proponente también será responsable de proporcionar documentos de ingeniería, documentos de adquisición de diseño/construcción para asegurar el financiamiento y acelerar las reparaciones a las instalaciones de AMA. El Proponente deberá proporcionar el personal y equipo necesario para prestar los servicios contratados cumpliendo con las regulaciones locales y federales.

Condiciones Especiales: El Proponente solo asignará ingenieros con licencia de Puerto Rico a todas las tareas que requieran certificaciones de documentos, documentos de diseño y supervisión de ingenieros.

Los proponentes reconocen que los proyectos están sujetos a la aprobación de fondos federales y del Gobierno de Puerto Rico. En consecuencia, no se adjudicará ningún contrato de servicios de ingeniería, gestión de la construcción y gestión de proyectos sin los fondos federales y del Gobierno de Puerto Rico necesarios. Al responder a este RFQ/QBS, los proponentes reconocen y aceptan expresamente que no tendrán ningún reclamo por ningún costo, gasto u otra pérdida que surja de la demora o cancelación de este proceso de adquisición o, si se selecciona de conformidad con este RFQ/QBS, por la demora o cancelación de cualquier proceso de adquisición posterior.

### **FECHA, HORA Y LUGAR EN QUE SE RECIBIRÁN LAS DECLARACIONES DE CUALIFICACIONES:**

El proponente deberá acreditar su capacidad de poseer las cualificaciones aquí solicitadas, mediante la presentación de una Declaración de Cualificaciones. Las declaraciones de cualificaciones deberán ser enviadas con todas sus partes en o antes **9:00AM del 5 de marzo de 2024;** en dos maneras, (1) presencialmente en la Oficina de Servicios Generales de las Oficinas



Centrales de la Autoridad Metropolitana de Autobuses, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927 (entregar 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). En la parte titulada "ASUNTO" (Subject) del correo electrónico, deberá incluir el número de la solicitud y el nombre de la empresa que emite la declaración de cualificaciones. (Tienen que entregar en ambas formas). El Secretario de la Junta de Subastas llevará a cabo un registro donde registrará a todos los proponentes y custodiará el mismo.

### **PREGUNTAS PREVIO A LA ENTREGA DE PROPUESTAS:**

Los proponentes tendrán hasta las **4:00PM del 20 de febrero de 2024** para presentar preguntas. Las preguntas y respuestas serán enviadas a todos los proponentes interesados en participar.

### **INSTRUCCIONES GENERALES PARA COMPLETAR LA DECLARACIÓN DE CUALIFICACIONES:**

La AMA seleccionará al proponente con las mejores cualificaciones y cuya oferta sea razonable. En la primera fase de la evaluación, se observará que el proponente demuestre en su Declaración de Cualificaciones que cuenta con las siguientes cualificaciones:

- 1) Experiencia de la Entidad (años, peritaje, Etc.)
- 2) Experiencia y años de experiencia en proyectos similares
- 3) Capacidad de los profesionales del equipo de trabajo
- 4) Cantidad de ingenieros
- 5) Disponibilidad estimada del comienzo y culminación de los proyectos
- 6) Solvencia económica (presentar Estados Financieros)
- 7) Prestigio/Reputación
- 8) Experiencia o preparación en construcción de acuerdo al código de estructuras resistentes a terremotos
- 9) Prueba de licencias para ejercer la ingeniería.

En la segunda fase, y luego de haber pre-calificado a los proponentes, la AMA seleccionará al proponente mejor cualificado para negociar costos. Si se logra una determinación de que los costos propuestos son razonables, se le adjudicará



el contrato. Si se determina que los costos no son razonables, se le agradecerá su interés, y se procederá a negociar con el segundo proponente mejor calificado, y así sucesivamente en aras de lograr una determinación de costos razonable.

#### A. Declaración de Cualificaciones

En la Declaración de Cualificaciones el proponente declarará su capacidad para prestar los servicios objeto de la presente Solicitud de Cualificaciones. El proponente deberá describir en detalle su experiencia en trabajos o servicios de naturaleza igual o similar a los solicitados, así como deberá acreditar que goza de buena reputación moral y solvencia financiera.

La solvencia moral es aquella que se logra mediante la buena reputación, la ausencia de conflicto de interés y la no convicción por abuso, fraude o despilfarro de fondos públicos. La solvencia financiera es aquella que denota la capacidad de poder realizar el trabajo solicitado, sin que se le pague por adelantado, y pueda resistir una demora en pago luego de la facturación hasta por lo menos noventa (90) días.

Todo proponente deberá, además, evidenciar, de conformidad a la Carta Circular OC-23-33 de la Oficina del Contralor de Puerto Rico, que cumple con lo siguiente:

1. Presenten evidencia acreditativa de que están autorizados para ejercer la profesión;
2. Figuren inscritos en los registros de las juntas examinadoras de Ingenieros y Agrimensores; y
3. Sean miembros activos del Colegio de Ingenieros y Agrimensores de Puerto Rico (CIAPR).
4. Además, solo se permitirán corporaciones licitadoras para proyectos relacionados a estas profesiones, cuando todos sus accionistas estén licenciados y la corporación sea organizada como una corporación profesional o compañía de responsabilidad limitada (LLC), y siempre que sus oficiales, empleados y agentes estén debidamente licenciados o autorizados legalmente para rendir estos servicios profesionales en nuestra jurisdicción.



## B. Precalificación

Como parte de una primera de dos fases de evaluación, la Junta de Subastas evaluará las declaraciones de cualificaciones presentadas por los proponentes de acuerdo con los criterios anteriormente esbozados y determinará la o las entidades mejor calificadas.

El proponente será calificado de acuerdo con:

Experiencia, experiencia y años de experiencia en proyectos similares, capacidad de los profesionales de su equipo de trabajo, cantidad de ingenieros, disponibilidad estimada del comienzo y culminación de los proyectos, solvencia económica, prestigio, reputación, experiencia o preparación contra terremotos y prueba de licencias para ejercer la profesión de ingeniería.

## C. Determinación de cualificaciones

La Junta de Subastas, o su Comité Técnico, podrá llevar a cabo entrevistas con los proponentes, previo a que se realicen determinaciones finales sobre cualificaciones. Las entrevistas tendrán como objetivo aclarar cualquier información provista por el proponente potencial en la declaración de cualificaciones.

La Junta de Subastas notificará mediante Resolución su Determinación sobre Cualificaciones a todos los participantes del proceso de Solicitud de Cualificaciones. La notificación se hará mediante correo certificado del Servicio Postal de los Estados Unidos con acuse de recibo o correo electrónico. La Determinación sobre Cualificaciones expresará la determinación de la Junta de Subastas sobre cuales proponentes resultaron calificados y cuales no, de conformidad con los criterios de evaluación establecidos en la Invitación.

Cualquier parte adversamente afectada por una decisión de la Junta de Subastas sobre su Determinación sobre Cualificaciones podrá solicitar un recurso de revisión administrativa ante la Junta Revisora, luego de notificado el aviso de adjudicación.

## **SEGUNDA FASE DE EVALUACIÓN: SELECCIÓN A BASE DE CUALIFICACIONES**

Si de esa evaluación preliminar la Junta determina que el proponente mejor calificado presenta además una oferta razonable, la Junta de Subastas podrá adjudicar la propuesta al proponente mejor calificado, sin tener que negociar costos con los demás proponentes. En cambio, si el proponente mejor



cualificado, conforme a los criterios anteriormente esbozados, no presenta una oferta razonable, la Junta de Subastas procederá con el próximo proponente mejor cualificado, y así sucesivamente, de ser necesario, hasta tanto un proponente cualificado presente además una oferta razonable.

#### A. Razonabilidad de Costos

La razonabilidad de costos está sujeta a que la entidad pueda ejecutar el alcance de trabajo esperado dentro del presupuesto provisto para este tipo de servicio. La Junta de Subastas le solicitará al proponente que resulte con la mejor calificación a que presente sus tarifas, y deberá incluir el detalle del costo propuesto ya sea por hora trabajada (honorarios), tarea, trabajo global, o cualquier otro modo permitido.

### **ADJUDICACIÓN Y NOTIFICACIÓN**

La determinación de adjudicación se hará conforme a lo dispuesto en la Sección 4.3.9 del Reglamento 9496. Dicha determinación se notificará a todos los proponentes que declararon sus calificaciones, conforme a lo dispuesto en la Sección 6.1.1 del Reglamento Núm. 9496. La parte que entienda ser adversamente afectada podrá ejercitar su derecho a reconsideración y revisión judicial siguiendo las disposiciones de la Ley Núm. 38-2017, según enmendada, Sección 3.19 y Sección 4.2.

### **ADVERTENCIAS**

1. La AMA se reserva el derecho de cancelar parcial o total de la Solicitud de Cualificaciones, independientemente de la fase en que se encuentre, siempre que sea antes de formalizar el contrato, o de haber emitido una orden de servicio, cuando ello sirva los mejores intereses del Gobierno de Puerto Rico.
2. La AMA se reserva el derecho de hacer modificaciones en las Instrucciones, Términos, Condiciones y Solicitud de Propuestas antes del recibo de propuestas, y de ser así se les notificará por escrito a todos los licitadores. La AMA podrá enmendar cualquier invitación y/o Solicitud de Propuestas, cuando ello sirva a los mejores intereses del Gobierno de Puerto Rico, según los términos dispuestos en el Reglamento Núm. 9496, supra. Si la enmienda al Pliego de Solicitud de Propuesta implica cambios o solicitudes adicionales que se debe incluir en la propuesta, la AMA realizará dicha enmienda con dos (2) días de anticipación a la fecha del recibo de propuestas.



3. Proveer cualquier tipo de información o documentación falsa o fraudulenta como parte de la Declaración de Cualificaciones presentada para esta Solicitud de Cualificaciones, será causa suficiente para descalificar o rechazar la propuesta de cualquier licitador, así como para cancelar o resolver cualquier orden de servicio o contrato otorgado en virtud de ésta.
4. La AMA no se responsabiliza por los costos incurridos en la preparación de la Declaración de Cualificaciones.
5. La notificación de Determinación de Cualificaciones de la presente solicitud de cualificaciones y la selección de la entidad mediante cualificaciones no constituirá el acuerdo formal entre las partes. Será necesario que se suscriba el contrato correspondiente o que la Autoridad emita una orden de servicio suscrito por persona autorizada.
6. Tan pronto se adjudique este proceso, el expediente será público, incluyendo las ofertas y sus anejos. Si un proponente no desea que se publique un secreto de negocio, o información protegida, deberá etiquetar dicha información como "Secreto de Negocio e Información Protegida".
7. Los Documentos o Anejos incluidos en la Declaración de Cualificaciones, deben ser completados por las entidades participantes y tienen que ser sometidos con las propuestas. Los proponentes son responsables de atender cualquier enmienda que surja en el transcurso de esta solicitud de cualificaciones.
8. El proponente 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.
9. Los licitadores deben incluir su número de identificación único (UEI) emitido por SAM.gov, para corroborar que no es una entidad excluida de participar en programas financiados con fondos federales.



10. Cancelación por Causa: Si la entidad seleccionada se niega brindar el servicio contratado, se podrá cancelar el contrato y otorgarlo a otra entidad. Además, la AMA aplicará las sanciones correspondientes, supra, así como en y las acordadas en el contrato.
11. Cancelación por Conveniencia: La AMA podrá dar por terminado cualquier contrato cuando lo estime conveniente, notificando al menos treinta (30) días antes de dicha determinación.
12. La AMA podrá imponer cualquier remedio legal o sanción que proceda y estime necesaria en caso de incumplimiento de contrato.
13. Solvencia Moral: La AMA no adjudicará 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. Tampoco se permite adjudicación a entidades cuyos oficiales, miembros, accionistas, empleados o persona de alguna manera relacionada posea conflicto de interés, aparente o real, con la AMA o sus empleados.
14. La entidad seleccionada colaborará con cualquier proceso de monitoria de la AMA, auditoría por parte de la Oficina del Inspector General (OIG) de Puerto Rico, el Inspector General del HHS, la Oficina del Contralor de Puerto Rico y cualquier otra entidad con facultad investigativa relacionada con los fondos públicos utilizados para este programa.
15. 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 subreceptante, proveedor o 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, condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial.

16. Cualquier desavenencia sobre las cláusulas contractuales será atendida en los Tribunales de Puerto Rico.
17. Registro de Contrato: Los contratos gubernamentales no se considerarán perfeccionados hasta que copia de este no sea registrada en la Oficina del Contralor. No registrar el contrato no es causa de nulidad, más, sin embargo, no se podrán exigir las contraprestaciones de este hasta tanto no se registre.

### **Anejos**

Los siguientes anejos son parte de estas Instrucciones:

- A. Cláusulas Federales + "Attachments" de Cláusulas Federales
- B. Firma Autorizada
- C. Autorización de Dueño o Socio Principal de Negocio no Incorporado
- D. Resolución Corporativa
- E. Declaración Jurada para Negocios de Tipo Individual
- F. Certificación No Conflicto de Interés/Ley Núm. 2-2018, según enmendada.
- G. Declaración de Cualificaciones

Los mismos deben ser cumplimentados y entregados, y pueden ser utilizados como referencia en la preparación de la propuesta.



**FEDERAL TRANSIT ADMINISTRATION CLAUSES  
ATTACHMENT**

**MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES**

(This matrix does not apply to micro-purchases,<sup>1</sup> except that Davis Bacon requirements apply to all federal construction contracts over \$2,000)

Last revised: September 22, 2022

**This Matrix is not meant to be all inclusive. Please review the specific funding source, as well as all clauses for applicability to the type of contract and flow down requirements.**

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
1.	<a href="#">No Federal government obligations to third parties by use of a disclaimer</a>	All	All	All	All	All	√
2.	<a href="#">Program fraud and false or fraudulent statements and related acts</a>	All	All	All	All	All	√
3.	<a href="#">Access to Records</a>	All	All	All	All	All	√
4.	<a href="#">Federal changes</a>	All	All	All	All	All	√

<sup>1</sup> Currently set at \$10,000. 2 CFR § 200.320.

\* Per 41 CFR Part 60- 1.3, *Construction work* means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
5.	<a href="#">Civil Rights (EEO, Title VI &amp; ADA)</a>	All	All	All	All	All	√
6.	<a href="#">Incorporation of FTA Terms</a>	All	All	All	All	All	√
7.	<a href="#">Energy Conservation</a>	All	All	All	All	All	√
8.	<a href="#">Termination Provisions (not required of states)</a>	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	√
9.	<a href="#">Debarment and Suspension</a>	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	√
10.	<a href="#">Buy America</a>			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufactured products)	
11.	<a href="#">Provisions for resolution of disputes, breaches, or other litigation</a>	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	
12.	<a href="#">Lobbying</a>	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	√
13.	<a href="#">Clean Air</a>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	√
14.	<a href="#">Clean Water</a>	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	√

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
15.	<a href="#">Cargo Preference</a>			Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	Involving property that may be transported by ocean vessel	
16.	<a href="#">Fly America</a>	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	Involving foreign transport or travel by air	
17.	<a href="#">Davis Bacon Act and Copeland Anti-Kickback Act</a>				Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, >\$2,000 (including ferry vessels)		
18.	<a href="#">Contract Work Hours &amp; Safety Standards Act</a>		Contracts >\$100,000 that involve the	Contracts >\$100,000 that involve the	Contracts >\$100,000 that involve the		

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
			employment of mechanics or laborers	employment of mechanics or laborers	employment of mechanics or laborers (including ferry vessels)		
19.	<a href="#">Bonding</a>				>\$250,000 (including ferry vessels) or as determined by the Authority and the federal awarding agency.		
20.	<a href="#">Seismic Safety</a>	A&E for new buildings & additions			New buildings & additions		√
21.	<a href="#">Public Transportation Employee Protective Arrangements</a>		FTA programs involving public transportation operations funded with 5307-5312, and 5316				

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
22.	<a href="#">Charter Service Operations</a>		All transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds				
23.	<a href="#">School Bus Operations</a>		All transit operations contracts				
24.	<a href="#">Drug and Alcohol Testing</a>		All transit operations contracts				
25.	<a href="#">Patent and Rights in Data</a>	Research & development					√
26.	<a href="#">Special DOL EEO clause for construction projects</a>				>\$10,000		
27.	<a href="#">Disadvantaged Business Enterprises (DBEs)</a>	All	All	All	All	All	√

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
28.	<a href="#">Recycled Products (Solid Wastes)</a>		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year	
29.	<a href="#">ADA Access</a>	A&E	All	All	All		√
30.	<a href="#">Veterans Preference</a>	All	All	All	All	All	√
31.	<a href="#">Motor Carrier Safety</a>	All	All	All	All	All	√
32.	<a href="#">Safe Operation of Motor Vehicles</a>	All	All	All	All	All	√
33.	<a href="#">Protection of Sensitive and Personally Identifiable Information</a>	All	All	All	All	All	√
34.	<a href="#">Trafficking in Persons</a>	All	All	All	All	All	√
35.	<a href="#">Tax Liability and Recent Felony Convictions</a>	All	All	All	All	All	√
36.	<a href="#">Construction Site Safety</a>				All		
37.	<a href="#">Domestic Preferences for</a>	All	All	All	All	All	√

	CLAUSE	TYPE OF PROCUREMENT					Applicable √
		Professional Services/A&E	Operations/ Management/ Subrecipients	Rolling Stock Purchase	Construction* (*See Note Below)	Materials & Supplies	
	<a href="#">Procurements</a>						
38.	<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a>	All	All	All	All	All	√
39.	<a href="#">Bus Testing</a>			All, except minivans			
40.	<a href="#">Pre-Award and Post-Delivery Audit Requirements</a>			All			
41.	<a href="#">FTA Clauses Required when DBE threshold has been met</a>	If DBE threshold has been met	DBE threshold has been met	DBE threshold has been met	DBE threshold has been met	DBE threshold has been met	
42.	Representation Regarding Certain Telecommunication and Video Surveillance Services or Equipment						



## 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 Recipient 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 Recipient, 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(1) (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(1) 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 contractors 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 4220.1F as they may be amended or promulgated from time to time during the term of the contract. 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 XXX is an Equal Opportunity Employer. As such, the XXX agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the XXX 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 are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-federal entity and includes the manner by which it will be effected and the basis for settlement.

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 ay 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 XXX. If it is later determined by the XXX that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the XXX, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or

Bidder agrees 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 bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Recipients, 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 XXX 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 XXX 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 XXX 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 recipients and subrecipients 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 recipient.

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. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor 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 recipient (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, recipients, 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 recipients 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 XXX if the federal awarding agency has made a determination that the federal interest is adequately protected.

As per **Section I Bonds & Insurance**, in this solicitation package, a Bid Security 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 Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of “A” or better.

**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 recipients 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.



C. 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 recipients and 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 recipients 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 recipients 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

Third party 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 recipients, 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 XXX.

## 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 recipient or subrecipient 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 recipient or subrecipient 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.

*(full language follows):*

**Equal Opportunity Clause**

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

(1) 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:

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 recipient or subrecipient.

**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 XXX 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 XXX'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 XXX to make sure it intervenes to monitor compliance. The onus for compliance is on the XXX.

**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, 29U.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(u)

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 Recipient 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

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 XXX. 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

Contractor 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 subagreements thereunder. Violation of this provision provides XXX 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 XXX, 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 XXX 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 XXX 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 XXX 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 XXX 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 recipient prior to the recipient'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 recipient prior to the recipient'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 recipient 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.



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

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

The XXX 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's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the XXX into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to XXX's Prompt Payment Clause.

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

**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 XXX. 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.

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

**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 XXX. When XXX 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.

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

**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 XXX's Diversity & Equity Program Office.

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 XXX's Diversity & Equity Program Office; 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 XXX.

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 recipient 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 recipient 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 recipient 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 Recipient 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 Recipients 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 Recipient 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 Recipients," 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 Recipient 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 Recipient 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 Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (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 Recipient 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 Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

**FTA Technical Review.**

The Recipient agrees that FTA may review and approve the Recipient’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 Recipient 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 Recipient agrees and assures that each of its Subrecipients: (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 XXX.

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 Recipient 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.

**CERTIFICATION OF COMPLIANCE**

**(EO 1991-24)**

The CONTRACTOR certifies and assures the AUTHORITY that upon contract signing income taxes have been filed for the five (5) years previous to this CONTRACT and that no income tax is due to the Commonwealth of Puerto Rico, or that a payment plan is being complied with in all its terms and conditions. This is an essential condition of the present CONTRACT, and if not correct in all or part of the above certified, this shall be sufficient cause for the AUTHORITY to terminate same and the CONTRACTOR must return to the AUTHORITY any and all compensation received under this CONTRACT, in accordance with EXECUTIVE ORDER NUMBER 1991-24.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

## **CERTIFICATION OF RESTRICTIONS ON LOBBYING**

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

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Signature

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Date

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Title

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Firm



## **LABOR PROVISION**

Bidder certifies as to compliance with statutory requirement of 40 United States Code 329 and Regulations set forth at 29 Code Federal Regulations, Part 5.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

The following Certification of Integrity must be signed and included in all contracts  
between \$100,000-or more

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion-Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation on this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**DBE APPLICATION FORM AC-5716**

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM  
49 C.F.R. PART 26**

## *UNIFORM CERTIFICATION APPLICATION*

### **ROADMAP FOR APPLICANTS**

① **Should I apply?**

- Is your firm at least 51%-owned by a socially and economically disadvantaged individual(s) who also controls the firm?
- Is the disadvantaged owner a U.S. citizen or lawfully admitted permanent resident of the U.S.?
- Is your firm a small business that meets the Small Business Administration's (SBA's) size standard and does not exceed \$22.41 million in gross annual receipts?
- Is your firm organized as a for-profit business?

⇒ If you answered "Yes" to all of the questions above, you may be eligible to participate in the U.S. DOT DBE program.

② **Is there an easier way to apply?**

If you are currently certified by the SBA as an 8(a) and/or SDB firm, you may be eligible for a streamlined certification application process. Under this process, the certifying agency to which you are applying will accept your current SBA application package in lieu of requiring you to fill out and submit this form. **NOTE: You must still meet the requirements for the DBE program, including undergoing an on-site review .**

③ **Be sure to attach all of the required documents listed in the Documents Check List at the end of this form with your completed application .**

④ **Where can I find more information?**

- U.S. DOT - <http://osdbuweb.dot.gov/business/dbe/index.html> (this site provides useful links to the rules and regulations governing the DBE program, questions and answers, and other pertinent information)
- SBA - <http://www.ntis.gov/naics> (provides a listing of NAICS codes) and <http://www.sba.gov/size/indextableofsize.html> (provides a listing of SIC codes)
- 49 CFR Part 26 (the rules and regulations governing the DBE program)

Under Sec. 26.107 of 49 CFR Part 26, dated February 2, 1999, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may initiate suspension or debarment proceedings against the person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

## Section 1: CERTIFICATION INFORMATION

### A. Prior/Other Certifications

Is your firm currently certified for any of the following programs? <i>(If Yes, check appropriate box(es))</i>	<input type="checkbox"/> DBE	Name of certifying agency:
		Has your firm's state UCP conducted an on-site visit? <input type="checkbox"/> Yes, on ___/___/___ State: _____ <input type="checkbox"/> No_____
	<input type="checkbox"/> 8(a)	<input checked="" type="checkbox"/> <b>STOP!</b> If you checked either the 8(a) or SDB box, you <u>may not</u> have to complete this application. Ask your state UCP about the streamlined application process under the SBA-DOT MOU.
	<input type="checkbox"/> SDB	

### B. Prior/Other Applications and Privileges

Has your firm (under any name) or any of its owners, Board of Directors, officers or management personnel, ever withdrawn an application for any of the programs listed above, or ever been denied certification, decertified, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity?

Yes, on \_\_\_/\_\_\_/\_\_\_  No

If Yes, identify State and name of state, local, or Federal agency and explain the nature of the action:

## Section 2: GENERAL INFORMATION

### A. Contact Information

(1) Contact person and Title:		(2) Legal name of firm:		
(3) Phone #:	(4) Other Phone #:	(5) Fax #:		
(6) E-mail:		(7) Website <i>(if have one)</i> :		
(8) Street address of firm <i>(No P.O. Box)</i> :		City:	County/Parish:	State:      Zip:
(9) Mailing address of firm <i>(if different)</i> :		City:	County/Parish:	State:      Zip:

### B. Business Profile

(1) Describe the primary activities of your firm:	(2) Federal Tax ID (if any):
(3) This firm was established on ___/___/___	(4) I/We have owned this firm since: ___/___/___
(5) Method of acquisition <i>(check all that apply)</i> : <input type="checkbox"/> Started new business <input type="checkbox"/> Bought existing business <input type="checkbox"/> Inherited business <input type="checkbox"/> Secured concession <input type="checkbox"/> Merger or consolidation <input type="checkbox"/> Other <i>(explain)</i> _____	

(6) Is your firm “for profit”? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>⊗ STOP!</b> If your firm is NOT for-profit, then you do NOT qualify for this program and do NOT need to fill out this application
(7) Type of firm ( <i>check all that apply</i> ): <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other, Describe: _____	
(8) Has your firm ever existed under different ownership, a different type of ownership, or a different name? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain: _____	
(9) Number of employees: Full-time _____ Part-time _____ Total _____	
(10) Specify the gross receipts of the firm for the last 3 years: Year _____ Total receipts \$ _____ Year _____ Total receipts \$ _____ Year _____ Total receipts \$ _____	

**C. Relationships with Other Businesses**

(1) Is your firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office space, yard, warehouse, facilities, equipment, or office staff, with any other business, organization, or entity? <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, identify: Other Firm’s name: _____ Explain nature of shared facilities: _____													
(2) At present, or at any time in the past, has your firm:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">(a) been a subsidiary of any other firm?</td> <td style="text-align: right; padding: 2px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="padding: 2px;">(b) consisted of a partnership in which one or more of the partners are other firms?</td> <td style="text-align: right; padding: 2px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="padding: 2px;">(c) owned any percentage of any other firm?</td> <td style="text-align: right; padding: 2px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td style="padding: 2px;">(d) had any subsidiaries?</td> <td style="text-align: right; padding: 2px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>	(a) been a subsidiary of any other firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(b) consisted of a partnership in which one or more of the partners are other firms?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(c) owned any percentage of any other firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(d) had any subsidiaries?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
(a) been a subsidiary of any other firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No												
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(c) owned any percentage of any other firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No												
(d) had any subsidiaries?	<input type="checkbox"/> Yes <input type="checkbox"/> No												
(3) Has any other firm had an ownership interest in your firm at present or at any time in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No													
(4) If you answered “Yes” to any of the questions in (2)(a)-(d) and/or (3), identify the following for each ( <i>attach extra sheets, if needed</i> ):													
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 20%;"><u>Name</u></th> <th style="text-align: left; width: 40%;"><u>Address</u></th> <th style="text-align: left; width: 40%;"><u>Type of Business</u></th> </tr> </thead> <tbody> <tr> <td>1. N/A</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> </tbody> </table>	<u>Name</u>	<u>Address</u>	<u>Type of Business</u>	1. N/A			2.			3.			
<u>Name</u>	<u>Address</u>	<u>Type of Business</u>											
1. N/A													
2.													
3.													

**D. Immediate Family Member Businesses**

Do any of your immediate family members own or manage another company? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If Yes, then list ( <i>attach extra sheets, if needed</i> ):					
1.	<u>Name</u>	<u>Relationship</u>	<u>Company</u>	<u>Type of Business</u>	<u>Own or Manage?</u>
2.					

### Section 3: OWNERSHIP

**Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below:** *(If more than one owner, attach separate sheets for each additional owner)*

#### A. Background Information

(1) Name:	(2) Title:	(3) Home Phone #:
(4) Home Address <i>(street and number)</i> :		City: State: Zip:
(5) Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	(6) Ethnic group membership <i>(Check all that apply)</i> : <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific <input type="checkbox"/> Subcontinent Asian <input type="checkbox"/> Other <i>(specify)</i> _____	
(7) U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No		
(8) Lawfully Admitted Permanent Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No		

#### B. Ownership Interest

(1) Number of years as owner:	(2) Initial investment to acquire ownership interest in firm:	<u>Type</u>	<u>Dollar Value</u>
(3) Percentage owned:		Cash	\$
(4) Familial relationship to other owners:		Real Estate	\$
		Equipment	\$
		Other	\$
(5) Shares of Stock: <u>Number</u> <u>Percentage</u> <u>Class</u> <u>Date acquired</u> <u>Method Acquired</u>			
(6) Does this owner perform a management or supervisory function for any other business? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, identify: Name of Business: _____ Function/Title: _____			
(7) Does this owner own or work for any other firm(s) that has a relationship with this firm <i>(e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, identify: Name of Business: _____ Function/Title: _____			
Nature of Business Relationship: _____			

#### C. Disadvantaged Status – NOTE: Complete this section only for each owner applying for DBE qualification (i.e. for each owner claiming to be socially and economically disadvantaged)

(1) What is the Personal Net Worth (PNW) of the owner(s) applying for DBE qualification? <i>(Use and attach the Personal Financial Statement form at the end of this application; attach additional sheets if more than one owner is applying)</i>
(2) Has any trust been created for the benefit of this disadvantaged owner(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, explain <i>(attach additional sheets if needed)</i> :

## Section 4: CONTROL

**A. Identify your firm's Officers & Board of Directors** (If additional space is required, attach a separate sheet):

	Name	Title	Date Appointed	Ethnicity	Gender
<b>(1) Officers of the Company</b>	(a)				
	(b)				
	(c)				
	(d)				
	(e)				
<b>(2) Board of Directors</b>	(a)				
	(b)				
	(c)				
	(d)				
	(e)				

(3) Do any of the persons listed in (1) and/or (2) above perform a management or supervisory function for any other business?  Yes  No

If Yes, identify for each: Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Business: \_\_\_\_\_ Function: \_\_\_\_\_

(4) Do any of the persons listed (1) and/or (2) above own or work for any other firm(s) that has a relationship with this firm (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)?  Yes  No

If Yes, identify for each: Firm Name: \_\_\_\_\_ Person: \_\_\_\_\_  
 Nature of Business Relationship: \_\_\_\_\_

**B. Identify your firm's management personnel who control your firm in the following areas** (If more than two persons, attach a separate sheet):

	Name	Title	Ethnicity	Gender
<b>(1) Financial Decisions</b> (responsibility for acquisition of lines of credit, surety bonding, supplies, etc.)	a.			
	b.			
<b>(2) Estimating and bidding</b>	a.			
	b.			
<b>(3) Negotiating and Contract Execution</b>	a.			
	b.			
<b>(4) Hiring/firing of management personnel</b>	a.			
	b.			
<b>(5) Field/Production Operations Supervisor</b>	a.			
	b.			
<b>(6) Office management</b>	a.			
	b.			
<b>(7) Marketing/Sales</b>	a.			
	b.			
<b>(8) Purchasing of major equipment</b>	a.			
	b.			
<b>(9) Authorized to Sign Company Checks (for any purpose)</b>	a.			
	b.			
<b>(10) Authorized to make Financial Transactions</b>	a.			
	b.			



(11) Do any of the persons listed in (1) through (10) above perform a management or supervisory function for any other business?  
 Yes  No  
 If Yes, identify for each: Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Business: \_\_\_\_\_ Function: \_\_\_\_\_

(12) Do any of the persons listed in (1) through (10) above own or work for any other firm(s) that has a relationship with this firm  
 (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)?  
 Yes  No  
 If Yes, identify for each: Firm Name: \_\_\_\_\_ Person: \_\_\_\_\_  
 Nature of Business Relationship: \_\_\_\_\_

**C. Indicate your firm's inventory in the following categories (attach additional sheets if needed):**

**(1) Equipment**

Type of Equipment	Make/Model	Current Value	Owned or Leased?
(a)			
(b)			
(c)			

**(2) Vehicles**

Type of Vehicle	Make/Model	Current Value	Owned or Leased?
(a)			
(b)			
(c)			

**(3) Office Space**

Street Address	Owned or Leased?	Current Value of Property or Lease
(a)		
(b)		

**(4) Storage Space**

Street Address	Owned or Leased?	Current Value of Property or Lease
(a)		
(b)		

**D. Does your firm rely on any other firm for management functions or employee payroll?  Yes  No**

If Yes, explain:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Financial Information**

**(1) Banking Information:**  
 (a) Name of bank: \_\_\_\_\_ (b) Phone No: ( ) \_\_\_\_\_  
 (c) Address of bank: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**(2) Bonding Information:** If you have bonding capacity, identify: (a) Binder No: \_\_\_\_\_  
 (b) Name of agent/broker \_\_\_\_\_ (c) Phone No: ( ) \_\_\_\_\_

(d) Address of agent/broker: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 (e) Bonding limit: Aggregate limit \$ \_\_\_\_\_ Project limit \$ \_\_\_\_\_

**F. Identify all sources, amounts, and purposes of money loaned to your firm, including the names of any persons or firms securing the loan, if other than the listed owner:**

Name of Source	Address of Source	Name of Person Securing the Loan	Original Amount	Current Balance	Purpose of Loan
1.					
2.					
3.					

**G. List all contributions or transfers of assets to/from your firm and to/from any of its owners over the past two years (attach additional sheets if needed):**

Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer
1.					
2.					
3.					

**H. List current licenses/permits held by any owner and/or employee of your firm (e.g. contractor, engineer, architect, etc.)(attach additional sheets if needed):**

Name of License/Permit Holder	Type of License/Permit	Expiration Date	License Number and State
1.			
2.			
3.			

**I. List the three largest contracts completed by your firm in the past three years, if any:**

Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract
1.			
2.			
3.			

**J. List the three largest active jobs on which your firm is currently working:**

Name of Prime Contractor and Project Number	Location of Project	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract
1.					
2.					
3.					

**AFFIDAVIT OF CERTIFICATION**

*This form must be signed and notarized for each owner upon which disadvantaged status is relied.*

**A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PEALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.**

I \_\_\_\_\_ (full name printed), swear or affirm under penalty of law that I am \_\_\_\_\_ (title) of applicant firm \_\_\_\_\_ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Female                      | <input type="checkbox"/> Black American          | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Native American             | <input type="checkbox"/> Asian- Pacific American |  |
| <input type="checkbox"/> Subcontinent Asian American | <input type="checkbox"/> Other (specify) _____   |  |

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on \_\_\_\_\_(Date)

Signature \_\_\_\_\_  
(DBE Applicant)

### NOTARY CERTIFICATE

**\*\*For Puerto Rico Use Only\*\***

**	
AFFIDAVIT NO.: _____	
SWORN and subscribed before me by _____, of legal age, _____,	
Name	marital status
Resident of _____	
Occupation	
_____, SSC# _____ - _____ - _____, known to me personally or whom I have identified by means of	
_____. In _____ Puerto Rico this _____ day of _____ 20 ____.	
Indicate Id. # of / government issued Id.	
_____ Notary Public	

## **DBE UNIFORM CERTIFICATION APPLICATION SUPPORTING DOCUMENTS CHECKLIST**

**In order to complete your application for DBE certification, you must attach copies of all of the following documents as they apply to you and your firm.**

### All Applicants

- Work experience resumes (that include places of ownership/employment with corresponding dates), for all owners and officers of your firm.
- Personal Financial Statement (form available with this application).
- Personal tax returns for the past three years, if applicable, for each owner claiming disadvantaged status.
- Your firm's tax returns (gross receipts) and all related schedules for the past three years.
- Documented proof of contributions used to acquire ownership for each owner (*e.g. both sides of cancelled checks*).
- Your firm's signed loan agreements, security agreements, and bonding forms.
- Descriptions of all real estate (including office/storage space, etc.) owned/leased by your firm and documented proof of ownership/signed leases.
- List of equipment leased and signed lease agreements.
- List of construction equipment and/or vehicles owned and titles/proof of ownership.
- Documented proof of any transfers of assets to/from your firm and/or to/from any of its owners over the past two years.
- Year-end balance sheets and income statements for the past three years (*or life of firm, if less than three years*); a new business must provide a current balance sheet.
- All relevant licenses, license renewal forms, permits, and haul authority forms.
- DBE and SBA 8(a) or SDB certifications, denials, and/or decertification, if applicable.
- Bank authorization and signatory cards.
- Schedule of salaries (or other compensation or remuneration) paid to all officers, managers, owners, and/or directors of the firm.
- Trust agreements held by any owner claiming disadvantaged status, if any.

### Partnership or Joint Venture

- Original and any amended Partnership or Joint Venture Agreements.

### Corporation or LLC

- Official Articles of Incorporation (*signed by the state official*).
- Both sides of all corporate stock certificates and your firm's stock transfer ledger.
- Shareholders' Agreement.
- Minutes of all stockholders and board of directors meetings.
- Corporate by-laws and any amendments.
- Corporate bank resolution and bank signature cards.
- Official Certificate of Formation and Operating Agreement with any amendments (for LLCs).

### Trucking Company

- Documented proof of ownership of the company.
- Insurance agreements for each truck owned or operated by your firm.
- Title(s) and registration certificate(s) for each truck owned or operated by your firm.
- List of U.S. DOT numbers for each truck owned or operated by your firm.

### Regular Dealer

- Proof of warehouse ownership or lease.
- List of product lines carried.
- List of distribution equipment owned and/or leased.

**NOTE: The specific state UCP to which you are applying may have additional required documents that you must also supply with your application. Contact the appropriate certifying agency to which you are applying to find out if more is required.**

**INSTRUCTIONS FOR COMPLETING THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
UNIFORM CERTIFICATION APPLICATION**

**NOTE: If you require additional space for any question in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.**

**Section 1: CERTIFICATION INFORMATION**

**A. Prior/Other Certifications**

Check the appropriate box indicating for which program your firm is currently certified. If you are already certified as a DBE, indicate in the appropriate box the name of the certifying agency that has previously certified your firm, and also indicate whether your firm has undergone an onsite visit. If your firm has already undergone an onsite visit/review, indicate the most recent date of that review and the state UCP that conducted the review.

**NOTE:** If your firm is currently certified under the SBA's 8(a) and/or SDB programs, you may not have to complete this application. You should contact your state UCP to find out about a streamlined application process for firms that are already certified under the 8(a) and SDB programs.

**B. Prior/Other Applications and Privileges**

Indicate whether your firm or any of the persons listed has ever withdrawn an application for a DBE program or an SBA 8(a) or SDB program, or whether any have ever been denied certification, decertified, debarred, suspended, or had bidding privileges denied or restricted by any state or local agency or Federal entity. If your answer is yes, indicate the date of such action, identify the name of the agency, and explain fully the nature of the action in the space provided.

**Section 2: GENERAL INFORMATION**

**A. Contact Information**

- (1) State the name and title of the person who will serve as your firm's primary contact under this application.
- (2) State the legal name of your firm, as indicated in your firm's Articles of Incorporation or charter.
- (3) State the primary phone number of your firm.
- (4) State a secondary phone number, if any.
- (5) State your firm's fax number, if any.
- (6) State your firm's or your contact person's email address.
- (7) State your firm's website address, if any.
- (8) State the street address of your firm (i.e. the physical location of its offices -- not a post office box address).
- (9) State the mailing address of your firm, if it is different from your firm's street address.

**A. Business Profile**

- (1) In the box provided, briefly describe the primary business and professional activities in which your firm engages.
- (2) State the Federal Tax ID number of your firm as provided on your firm's filed tax returns, if you have one. This could also be the Social Security number of the owner of your firm.
- (3) State the date on which your firm was officially established, as stated in your firm's Articles of Incorporation or charter.

- (4) State the date on which you and/or each other owner took ownership of the firm.
- (5) Check the appropriate box that describes the manner in which you and each other owner acquired ownership of your firm. If you checked "Other," explain in the space provided.
- (6) Check the appropriate box that indicates whether your firm is "for profit."

**NOTE:** If you checked "No," then you do NOT qualify for the DBE program and therefore do not need to complete the rest of this application. The DBE program requires all participating firms be for-profit enterprises.

- (7) Check the appropriate box that describes the legal form of ownership of your firm, as indicated in your firm's Articles of Incorporation. If you checked "Other," briefly explain in the space provided.
- (8) Check the appropriate box that indicates whether your firm has ever existed under different ownership, a different type of ownership, or a different name. If you checked "Yes," specify which and briefly explain the circumstances in the space provided.
- (9) Indicate in the spaces provided how many employees your firm has, specifying the number of employees who work on a full-time and part-time basis.
- (10) Specify the total gross receipts of your firm for each of the past three years, as declared in your firm's filed tax returns.

**C. Relationships with Other Businesses**

- (1) Check the appropriate box that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, or any office staff with any other business, organization, or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and briefly explain the nature of the shared facilities or other items in the space provided.
- (2) Check the appropriate box that indicates whether at present, or at any time in the past:
  - (a) Your firm has been a subsidiary of any other firm;
  - (b) Your firm consisted of a partnership in which one or more of the partners are other firms;
  - (c) Your firm has owned any percentage of any other firm; and
  - (d) Your firm has had any subsidiaries of its own.
- (3) Check the appropriate box that indicates whether any other firm has ever had an ownership interest in your firm.

- (4) If you answered "Yes" to any of the questions in (2)(a)-(d) or (3), identify the name, address and type of business for each.

**D. Immediate Family Member Businesses**

Check the appropriate box that indicates whether any of your immediate family members own or manage another company. An "immediate family member" is any person who is your father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law. If you answered "Yes," provide the name of each relative, your relationship to them, the name of the company they own or manage the type of business, and whether they own or manage the company.

**Section 3: OWNERSHIP**

**Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each additional owner):**

**A. Background Information**

- (1) Give the name of the owner.
- (2) State his/her title or position within your firm.
- (3) Give his/her home phone number.
- (4) State his/her home (street) address.
- (5) Check the appropriate box that indicates this owner's gender.
- (6) Check the appropriate box that indicates this owner's ethnicity (check all that applies). If you checked "Other," specify this owner's ethnic group/identity not otherwise listed.
- (7) Check the appropriate box to indicate whether this owner is a U.S. citizen.
- (8) If this owner is not a U.S. citizen, check the appropriate box that indicates whether this owner is a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner. This, however, does not necessarily disqualify your firm altogether from the DBE program if another owner is a U.S. citizen or lawfully admitted permanent resident and meets the program's other qualifying requirements.

**B. Ownership Interest**

- (1) State the number of years during which this owner has been an owner of your firm.
- (2) Indicate the dollar value of this owner's initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment.
- (3) State the percentage of total ownership control of your firm that this owner possesses.
- (4) State the familial relationship of this owner to each other owner of your firm.
- (5) Indicate the number, percentage of the total, class, date acquired, and method by which this owner acquired his/her shares of stock in your firm.
- (6) Check the appropriate box that indicates whether this owner performs a management or supervisory function for any other business. If you checked

"Yes," state the name of the other business and this owner's title or function held in that business.

- (7) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has any relationship with your firm. If you checked "Yes," identify the name of the other business and this owner's title or function held in that business. Briefly describe the nature of the business relationship in the space provided.

**C. Disadvantaged Status**

**NOTE: You only need to complete this section for each owner that is applying for DBE qualification (i.e. for each owner who is claiming to be "socially and economically disadvantaged" and whose ownership interest is to be counted toward the control and 51% ownership requirements of the DBE program).**

- (1) Indicate in the space provided the total Personal Net worth (PNW) of each owner who is applying for DBE qualification. Use the PNW calculator form at the end of this application to compute each owner's PNW.
- (2) Check the appropriate box that indicates whether any trust has ever been created for the benefit of this disadvantaged owner. If you answered "Yes," briefly explain the nature, history, purpose, and current value of the trust(s).

**Section 4: CONTROL**

**A. Identify your firm's Officers and Board of Directors:**

- (1) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer of your firm.
- (2) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm's Board of Directors.
- (3) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above performs a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- (4) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. If you answered "Yes," identify the name of the firm, the officer or director, and the nature of his/her business relationship with that other firm.

**B. Identify your firm's management personnel (by name, title, ethnicity, and gender) who control your firm in the following areas:**

- (1) Making of financial decisions on your firm's behalf, including the acquisition of lines of credit, surety bonds, supplies, etc.;
- (2) Estimating and bidding, including calculation of cost estimates, bid preparation and submission;
- (3) Negotiating and contract execution, including participation in any of your firm's negotiations and executing contracts on your firm's behalf;

- (4) Hiring and/or firing of management personnel, including interviewing and conducting performance evaluations;
- (5) Field/Production operations supervision, including site supervision, scheduling, project management services, etc.;
- (6) Office management;
- (7) Marketing and sales;
- (8) Purchasing of major equipment;
- (9) Signing company checks (for any purpose); and
- (10) Conducting any other financial transactions on your firm's behalf not otherwise listed.
- (11) Check the appropriate box that indicates whether any of the persons listed in (1) through (10) above perform a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- (12) Check the appropriate box that indicates whether any of the persons listed in (1) through (10) above own or work for any other firm(s) that has a relationship with your firm. If you answered "Yes," identify the name of the firm, the name of the person, and the nature of his/her business relationship with that other firm.

**C. Indicate your firm's inventory in the following categories:**

**(1) Equipment**

State the type, make and model, and current dollar value of each piece of equipment held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm.

**(2) Vehicles**

State the type, make and model, and current dollar value of each motor vehicle held and/or used by your firm. Indicate whether each vehicle is either owned or leased by your firm.

**(3) Office Space**

State the street address of each office space held and/or used by your firm. Indicate whether your firm owns or leases the office space and the current dollar value of that property or its lease.

**(4) Storage Space**

State the street address of each storage space held and/or used by your firm. Indicate whether your firm owns or leases the storage space and the current dollar value of that property or its lease.

**D. Does your firm rely on any other firm for management functions or employee payroll?**

Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered "Yes," briefly explain the nature of that reliance and the extent to which the other firm carries out such functions.

**E. Financial Information**

**(1) Banking Information**

- (a) State the name of your firm's bank.
- (b) Give the main phone number of your firm's bank branch.

- (c) Give the address of your firm's bank branch.

**(2) Bonding Information**

- (a) State your firm's Binder Number.
- (b) State the name of your firm's bond agent and/or broker.
- (c) Give your agent's/broker's phone number.
- (d) Give your agent's/broker's address.
- (e) State your firm's bonding limits (in dollars), specifying both the Aggregate and Project Limits.

**F. Identify all sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms securing the loan, if other than the listed owner:**

State the name and address of each source, the original dollar amount and the current balance of each loan, and the purpose for which each loan was made to your firm.

**G. List all contributions or transfers of assets to/from your firm and to/from any of its owners over the past two years:**

Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred, the person or firm to whom it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.

**H. List current licenses/permits held by any owner or employee of your firm.**

List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and the license/permit number and issuing State of the license or permit.

**I. List the three largest contracts completed by your firm in the past three years, if any.**

List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.

**J. List the three largest active jobs on which your firm is currently working.**

For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.

**I. AFFIDAVIT & SIGNATURE**

Carefully read the attached affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.



**Certification of Social & Economic Disadvantage  
PERSONAL NET WORTH**

Complete this form each disadvantaged individual that is an owner of a DBE or applicant firm. Personal assets and liabilities for that individual alone should be shown. Married individuals should show only his or her share of assets and liabilities held jointly or as community property with the individual's spouse.

Name	Business Phone ( )
Residence Address	Residence Phone ( )
City, State, & Zip Code	Fax
Business Name of Applicant	

**DETERMINATION OF SOCIAL DISADVANTAGE**

“Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities.”

I certify that I have read and understand the above statement. I further certify that I have experienced social disadvantage based on discrimination because of my: (mark all that apply) *(This statement is valid only when signed by the individual claiming social disadvantage)*  
 \_\_\_\_\_ race \_\_\_\_\_ ethnicity \_\_\_\_\_ gender \_\_\_\_\_ other (Please explain on separate sheet)

<b>Signature:</b>	<b>Owner/Title:</b>
<b>PERSONAL FINANCIAL STATEMENT</b>	As of _____, 20____

ASSETS (Omit Cents)		LIABILITIES (Omit Cents)	
Cash on hand & in Banks.....	\$ _____	Accounts Payable .....	\$ _____
Savings Accounts .....	\$ _____	Notes Payable .....	\$ _____
IRA, 401K, S.E.P., Keogh, or other Retirement Account .....	\$ _____	(Describe in Section 1)	\$ _____
Accounts & Notes Receivable .....	\$ _____	Installment Account (Auto) .....	\$ _____
Life Insurance – Cash Surrender Value Only .....	\$ _____	Mo. Payments \$ _____	\$ _____
(Complete Section 7)		Installment Account (Other) .....	\$ _____
Stocks and Bonds .....	\$ _____	Mo. Payments \$ _____	\$ _____
(Describe in Section 2)		Loan on Life Insurance .....	\$ _____
Real Estate .....	\$ _____	Mortgages on Real Estate .....	\$ _____
(Describe in Section 3)		(Describe in Section 3)	\$ _____
Automotive –Present Value .....	\$ _____	Unpaid Taxes .....	\$ _____
Other Personal Property .....	\$ _____	(Describe in Section 5)	\$ _____
(Describe in Section 4)		Other Liabilities .....	\$ _____
Other Assets .....	\$ _____	(Describe in Section 6)	\$ _____
(Describe in Section 4)		<b>Total Liabilities</b> .....	\$ _____
<b>Total Assets</b> .....	\$ _____	<b>Net Worth</b> (Total Assets minus Total liabilities)	\$ _____

Source of Income		Contingent Liabilities	
Salary .....	\$ _____	As Endorser or Co-Maker .....	\$ _____
Net Investment Income .....	\$ _____	Legal Claims & Judgements.....	\$ _____
Real Estate Income .....	\$ _____	Provision for Federal Income Tax .....	\$ _____
Other Income (Describe Below) .....	\$ _____	Other Special Debt .....	\$ _____

Section 1. **Notes Payable to Bank and Others** (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Note holder (s)	Original Balance	Current Balance	Payment Amount	Frequency (Monthly, etc.)	How Secured or Endorsed (Type of Collateral)

**Section 2. Stocks and Bonds** (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed).

Number of Shares	Name of Securities	Cost	Market Value	Date of Quotation/Exchange	Total Value

**Section 3. Real Estate Owned** (List each parcel separately. Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			

**Section 4. Other Personal Property and Other Assets.** (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment, and if delinquent, describe the delinquency).

**Section 5. Unpaid Taxes.** (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches).

**Section 6. Other Liabilities.** (Describe in detail).

**Section 7. Life Insurance Held.** (Give face amount and cash surrender value of policies – name of insurance company and beneficiaries).

I authorize the State Highway and Transportation Department to verify the accuracy of the statements made in order to determine whether I meet the standards of economic disadvantage for participation in the DBE Program at the State Highway and Transportation Department. I certify that to the best of my knowledge the information provided is true, accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**Date :** \_\_\_\_\_

**AFFIDAVIT NO.** \_\_\_\_\_ **Authorized Signature** \_\_\_\_\_ **Name (Print)** \_\_\_\_\_

SWORN and subscribed before me by \_\_\_\_\_, of legal age, \_\_\_\_\_, \_\_\_\_\_, of legal age, \_\_\_\_\_, marital status \_\_\_\_\_, Resident of \_\_\_\_\_, SSC# \_\_\_\_\_, known to me \_\_\_\_\_ occupation \_\_\_\_\_ personally or whom I have identified by means of \_\_\_\_\_. In \_\_\_\_\_ Indicate Id. # of / government issued Id. Puerto Rico this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**





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



Anejo D

## 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 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 identifico mediante \_\_\_\_\_ en \_\_\_\_\_, Puerto Rico, hoy \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO



DECLARACIÓN JURADA PARA NEGOCIOS DE TIPO INDIVIDUAL

Yo \_\_\_\_\_, en mi carácter personal, mayor de edad, (estado civil) \_\_\_\_\_ (profesión) \_\_\_\_\_, y vecino de \_\_\_\_\_, bajo el más solemne Juramento, DECLARO LO SIGUIENTE:

- 1. Que mi nombre y demás circunstancias personales son las anteriormente expresadas.
2. Que comparezco como dueño de negocio de tipo individual.
3. Que el nombre comercial de mi negocio (DBA) (si aplica), es el siguiente, \_\_\_\_\_.
4. Que el propósito del negocio individual que represento es proveer los siguientes bienes, obras y/o servicios a las distintas agencias gubernamentales, corporaciones públicas y municipios que lleven a cabo procesos de compra de bienes y servicios no profesionales. \_\_\_\_\_.
5. Que las siguientes personas, cuyas firmas aparecen en el presente documento, están autorizadas a nombre y en representación del negocio, a firmar las ofertas que se sometan como parte de los procesos de compra de bienes y servicios no profesionales que se lleven a cabo por las distintas agencias, corporaciones públicas y municipios del Estado Libre Asociado de Puerto Rico.
6. Que las firmas de las personas que constan en el presente documento obligan al negocio que represento en todos 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. De igual forma, dichas personas están autorizadas a firmar ofertas y suscribir todo tipo de documento requerido como parte de dicha comparecencia.

\_\_\_\_\_  
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

- 7. Que suscribo la presente Declaración Jurada con el propósito de cumplir con uno de los requisitos para ingresar al Registro Único de Licitadores y para cualquier otro propósito administrativo y/o legal pertinente.

Y PARA QUE ASÍ CONSTE, juro y firmo la presente declaración en \_\_\_\_\_ a \_\_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
DECLARANTE

Testimonio Número: \_\_\_\_\_

JURADO Y SUSCRITO ante mí por \_\_\_\_\_, de las circunstancias personales anteriormente mencionadas y a quien identifico mediante \_\_\_\_\_, en \_\_\_, hoy \_\_ de \_\_\_\_\_ de 20\_\_.

NOTARIO PÚBLICO



*CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS*

RFQ+QBS Núm.: 2024-001  
PARA LA ADQUISICIÓN DE SERVICIOS PROFESIONALES DE INGENIERÍA

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.

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



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 influencie -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:

Iniciales del proponente: \_\_\_\_\_





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

Iniciales del proponente: \_\_\_\_\_



## Declaración de Cualificaciones

Entidad:  
 Título del Funcionario:  
 Correo Electrónico:

Yo, Sr./Sra. \_\_\_\_\_, soy un funcionario autorizado de \_\_\_\_\_ (nombre legal del Miembro del Equipo Clave) y confirmo que:

Entiendo y acepto cumplir con las condiciones establecidas en la RFQ/QBS, incluidos, entre otros, los requisitos de confidencialidad y conflicto de intereses.

Por la presente presento/presentamos mi/nuestras calificaciones en respuesta al documento de Solicitud de Cotizaciones para el Proyecto mencionado anteriormente.

Yo/nosotros hemos examinado cuidadosamente los documentos y tengo un conocimiento claro y completo de los requisitos y he presentado todos los datos relevantes.

Acusar recibo de las adendas por número y fecha de emisión:

Enmienda Núm. \_\_\_\_ / Fecha: \_\_\_\_\_  
 Enmienda Núm. \_\_\_\_ / Fecha: \_\_\_\_\_

(Firma del oficial de firma autorizado)

Nombre:  
 Título:

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Formato de envío de Bosquejo

- 1.0 Requisitos de presentación obligatoria
  - 1.1 Formulario de envío
  - 1.2 Declaración de Conflicto de Intereses
- 2.0 Tabla de contenidos
- 3.0 Experiencia Relevante en Proyectos Corporativos
  - 3.1 Experiencia Corporativa Relevante
  - 3.2 Experiencia relevante en el proyecto (3 ejemplos o más)
- 4.0 Miembros del equipo
  - 4.1 Organigrama del equipo propuesto
  - 4.2 Gerente de Proyecto y Gerente de Diseño
  - 4.3 Miembros clave del equipo
  - 4.4 Diplomas, Certificaciones, Resúmenes
- 5.0 Enfoque y metodología para lograr resultados exitosos de los proyectos
- 6.0 Instrucciones (Solicitud de Cualificaciones) y todos los anejos

