

AUTORIDAD METROPOLITANA DE AUTOBUSES

AVENIDA DE DIEGO NÚM. 37

URB. SAN FRANCISCO

SAN JUAN, PR 00927

SUBASTA INFORMAL 45-2526-002
PROYECTO DE MEJORAS A LA INSTALACIÓN DE
UNIDADES ACONDICIONADORES DE AIRE EN LOS
TECHOS DE LAS OFICINAS CENTRALES AMA

FECHA DE EMISIÓN:

1 DE AGOSTO DE 2025

FECHA DE REUNIÓN PRESUBASTA:

7 DE AGOSTO DE 2025; 9:30AM

FECHA DE ENTREGA DE OFERTA:

21 DE AGOSTO DE 2025; 9:00AM

FECHA DE APERTURA:

21 DE AGOSTO DE 2025; 9:30AM

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

www.dtop.pr.gov/ama

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

Año Fiscal 2025-2026

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I. INSTRUCCIONES

Iniciales del Proponente: _____

PREÁMBULO

A. LA AUTORIDAD METROPOLITANA DE AUTOBUSES

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

B. BASE LEGAL

Esta Subasta Informal se realiza a tenor con las disposiciones del Reglamento I-23-01 (9415), conocido como Reglamento de Adquisiciones de Bienes, Obras de Construcción, y Servicios no Profesionales de la AMA.

C. NECESIDAD Y ENTREGABLES

En la AMA existe la necesidad de contratar los servicios de mejoras a las instalaciones de unidades de acondicionadores de aire (condensadores) en los techos de las Oficinas Centrales en San Francisco. Para asegurar los mismos y disponer de los no utilizados en especial durante la época de huracanes.

INSTRUCCIONES

A. FORMULARIO

Todos los licitadores presentarán su oferta en el formulario provisto para ello, titulado "Hoja de Ofertas". Si fuera necesario, se podrán añadir hojas para aclarar o describir más detalladamente su oferta, pero en este caso tendrán que hacerlo en procesador de palabras y en papel timbrado del licitador. La invitación, instrucciones y formularios relacionados a esta Subasta Informal se encuentran en www.dtop.pr.gov/ama. También podrá adquirir copia física en:

AUTORIDAD METROPOLITANA DE AUTOBUSES

Avenida de Diego Núm. 37

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Urb. San Francisco
San Juan, Puerto Rico 00927

B. DEFINICIONES

Días - significará días según el calendario.

C. ITINERARIO

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

Tabla 1: Itinerario de la solicitud de Subasta Informal:

Evento		Fecha y Hora
Convocatoria (Invitación y publicación)		1 DE AGOSTO DE 2025 7:30 AM
Disponibilidad de pliegos	Hasta:	20 DE AGOSTO DE 2025 3:30 PM
Reunión presubasta		7 DE AGOSTO DE 2025 9:30 AM
Inspección del proyecto		7 DE AGOSTO DE 2025 10:00 AM
Fecha límite para enviar preguntas		12 DE AGOSTO DE 2025 11:00 AM
Fecha límite para enviar respuestas		14 DE AGOSTO DE 2025 11:00 AM
Fecha límite para entrega de ofertas	En o antes de:	21 DE AGOSTO DE 2025 9:00 AM
Acto de Apertura		21 DE AGOSTO DE 2025 9:30 AM
Período de evaluación de ofertas	De:	21 DE AGOSTO DE 2025
	Hasta:	11 DE SEPTIEMBRE DE 2025
Aviso de adjudicación*	En o antes de :	12 DE SEPTIEMBRE DE 2025

- **FECHA, HORA DE REUNIÓN PRESUBASTA:** La reunión presubasta se llevará a cabo el **7 de agosto de 2025, a las 9:30AM; presencialmente** en las Oficinas Centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927, y simultáneamente de manera virtual a través de **Microsoft Teams**, ID de reunión: **295 680 805 679**, Código de acceso: **kA6VM67C**. Puede acceder a:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTI4MTcxZDktODMxZC00MzEwLWFhY2EtMDEyNTYxODNINzgx%40thread.v2/0?context=%7b%22Tid%22%3a%225696b431-1a4a-4cb0-8385-b20255c0e614%22%2c%22Oid%22%3a%222bbcfbe7-3e21-4dbe-befe-a0de858ebdda%22%7d
Esta reunión no es compulsoria.

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- **FECHA, HORA DE INSPECCIÓN DEL PROYECTO:** La visita de inspección del proyecto se llevará a cabo el **7 de agosto de 2025, a las 10:00AM;** presencialmente en las Oficinas Centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927. **Se recomienda la comparecencia a esta inspección ya que personal de la AMA estará disponible para contestar preguntas. La comparecencia a esta inspección no es compulsoria.**
- **FECHA, HORA Y MODO DE ENTREGAR LA OFERTA:** Las ofertas deberán ser presentadas en o antes de las **9:00AM del 21 de agosto de 2025;** en dos maneras, (1) presencialmente en la Oficina de Compras de las oficinas centrales de la AMA, en 37 Ave. De Diego, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927 (entregando original y dos copias en sobres sellados), y (2) electrónicamente a la siguiente dirección de correo electrónico: npabon@ama.pr.gov y dmarti@ama.pr.gov. Todas las ofertas deben incluirse en el formulario AMA-01, titulado "Hoja de Ofertas".
- **FECHA Y HORA DEL ACTO DE APERTURA:** El acto de Apertura se llevará a cabo el **21 de agosto de 2025, a las 9:30AM.** Toda persona interesada en comparecer al acto de Apertura deberá presentarse en la Recepción en las oficinas centrales de la AMA, Ave. De Diego, Núm. 37, Urb. San Francisco, Río Piedras, San Juan, Puerto Rico 00927. También podrá asistir de manera virtual a través de **Microsoft Teams**, ID de reunión **267 766 304 481 8**, Código de acceso **Jv2Hf7Fz**
Puede acceder a:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzJkNjdhMjAtYWVmOS00MjMzLTljN2UtZjllNmUxYTg3NDdl%40thread.v2/0?context=%7b%22Tid%22%3a%225696b431-1a4a-4cb0-8385-b20255c0e614%22%2c%22Oid%22%3a%222bbcfbe7-3e21-4dbe-befe-a0de858ebdda%22%7d
- La Apertura tiene como propósito que las partes interesadas puedan comprobar que las ofertas se recibieron, y si cumplieron con los requisitos, así como conocer la cuantía de cada oferta. Toda persona que asista tendrá que cumplir con las normas de conducta que establezca el Sr. Nestor L. Pabon Comprador y la Sra. Diana Marti Novoa, Directora de Compras, a tales efectos.

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D. ALCANCE DEL TRABAJO (SCOPE OF WORK)

1.	Relocalización de tubería de refrigeración y cables eléctricos, fabricación de bases, instalación de "pump up" para base, perforación y sellado de techo de 55 unidades.
2.	Remoción de 3 unidades sin uso.

DESGLOSE:

Edificio A-1 (2 unidades)

Relocalización de tubería de refrigeración y cables eléctricos
Fabricación de bases, perforación y sellado del techo
Instalación de "pump up" para base y sellado

Edificio B-1 (11 unidades)

Relocalización de panel eléctrico y tubería
Fabricación de bases, perforación y sellado del techo
Relocalización de tubería de refrigeración y cables eléctricos

Edificio B-2 (4 unidades)

Reparación del sistema eléctrico y corridas eléctricas
Fabricación de bases, perforación y sellado del techo
Relocalización de tubería de refrigeración y cables eléctrica

Edificio B-3 (1 unidad)

Unidad dañada a ser removida

Edificio c-1 (18 unidades ser impactadas, 1 unidad a ser removida)

Relocalización de tubería de refrigeración y cables eléctricos
Fabricación de bases, perforación y sellado del techo
Instalación de "pump up" para base y sellado

Edificio D (4 unidades)

Reparación del sistema eléctrico y corridas eléctricas
Fabricación de bases, perforación y sellado del techo
Relocalización de tubería de refrigeración y cables eléctrica

Edificio E (13 unidades)

Reparación del sistema eléctrico y su cablería

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Fabricación de bases, perforación y sellado del techo
Relocalización de tubería de refrigeración y cables eléctricos

Edificio j (3 unidades)

Relocalización de tubería de refrigeración y cables eléctrica
Fabricación de bases, ductos tipo cuello de ganso para la tubería
Instalación de pump up para base y sellado

El proyecto será completado en noventa (90) días calendario.

Los licitadores examinarán los planos y especificaciones con los documentos relacionados, lugar y evaluarán todas las condiciones que rodean del proyecto propuesto, incluyendo la disponibilidad de materiales y mano de obra. El licitador agraciado proporcionará toda la mano de obra, materiales y suministros, y realizará el proyecto de acuerdo con los términos contractuales dentro del tiempo establecido en ellos. Las Subasta Informal deben cubrir todos los gastos a incurrir en la realización del trabajo requerido.

E. CONDICIONES GENERALES

1. TRANSPORTACIÓN, ACARREO Y ENTREGA: Los precios licitados incluyen los gastos de transportación y acarreo hasta la entrega final de los bienes en la AMA, libre de cargo adicional para el gobierno.
2. PRECIOS COTIZADOS: Toda persona cotizará basándose en precios justos por sus bienes o servicios, considerando los aspectos técnicos. Los precios ofrecidos por el licitador se mantendrán fijos durante la vigencia del contrato que se otorgue, y **no estarán sujetos a cambios por aumento en el mercado o de cualquier otra índole**, ya sean previsibles o no.
3. AJUSTE DE PRECIO POR PRONTO PAGO: No se aceptan descuentos por pronto pago en esta Subasta Informal; se aceptarán descuentos por pago rápido.
4. MODO DE FACTURAR: El suplidor entregará las facturas en no más de diez (10) días luego de terminado el período o fecha de entrega del bien o servicio. Toda factura para el cobro de bienes o servicios que se presente ante las agencias deberá contener la siguiente certificación:

"Bajo pena de nulidad absoluta certifico que ningún servidor público del gobierno que emite le orden de compra) es parte o tiene algún interés en las ganancias o beneficios producto del contrato

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objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios productos del contrato, ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de la (agencia que emite la orden de compras). El importe de esta factura es justo y correcto, los trabajos han sido realizados, los productos han sido entregados y los servicios han sido prestados y no se ha recibido pago por ellos."

F. CONDICIONES ESPECIALES

1. FIANZAS Y GARANTÍAS

- a) FIANZA DE LICITACIÓN ("Bid Bond"): La fianza de licitación será un respaldo provisional que prestará el licitador o proponente con el propósito de asegurar que habrá de sostener su oferta durante todo el procedimiento de la Subasta Informal. La fianza tiene que ser en original, y al ser presentada mediante compañía de seguro, en cheque certificado o giro postal deberá ser a favor de la Autoridad Metropolitana de Autobuses. La fianza de licitación se prestará en el mismo momento de presentar la oferta o anualmente mediante una suma global. Para esta Subasta Informal se requiere una fianza de licitación de un **cinco por ciento (5%)** del total de la oferta.
 - b) FIANZA DE EJECUCIÓN ("Performance Bond"): Garantía monetaria que se requiere a un licitador o proponente para asegurar el cumplimiento de una obligación contraída. Esta fianza la prestará(n) solamente el(los) licitador(es) agraciado(s) con la buena pro de la Subasta Informal. La fianza garantizará que el suplidor cumpla con su obligación de acuerdo con los términos y condiciones de su oferta. De no cumplir y tener que acudir al próximo suplidor, la diferencia en precio será cubierta por esta fianza. La fianza tiene que ser en original, y al ser presentada mediante compañía de seguro, en cheque certificado o giro postal será a favor de la Autoridad Metropolitana de Autobuses. Para esta Subasta Informal se requiere una fianza de ejecución de un **cuarenta por ciento (40%)** del total de la oferta.
2. GARANTÍA: Todas las reparaciones, incluyendo equipos instalados, debería tener una garantía mínima de 1 año o lo establezca DACO, lo que sea mayor. El contratista deberá asegurar que todo trabajo de electricidad y/o líneas refrigerantes, equipos, accesorios eléctricos, paneles, interruptores, breackers y/o equipos, que son parte del proyecto de rehabilitación, funcionen adecuadamente, una vez concluya la obra. (según aplique)
 3. TÉRMINO DE ENTREGA: Las entregas se efectuarán dentro del término solicitado por la AMA, o en su defecto, por el que haya dispuesto el licitador

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en la oferta, contando desde el recibo de la orden de compra o firma de contrato. El tiempo más corto para proveer el servicio, será un factor determinante para decidir la adjudicación a favor de un postor.

4. ALMACENAJE: No requiere almacenaje físico para esta Subasta Informal.
5. MUESTRAS: No son requeridas en esta Subasta Informal.
6. CANTIDADES PARA COMPRAR: La orden de compra emitida, o contrato, indicará las servicios y bienes a ser adquiridos.
7. INSPECCIÓN DE LOS BIENES Y DESEMPEÑO DEL SERVICIO: La firma GEO Engineers, P.S.C. estará a cargo de la inspección y aceptación del proyecto.

G. CRITERIOS DE EVALUACIÓN

Por tratarse de una subasta Informal, los criterios de evaluación serán los de licitador responsable, con licitación (oferta) responsiva, al mejor valor.

La División de Compras realizará determinaciones de hecho relacionadas a la solvencia moral y financiera, y así poder adjudicar si el licitador es uno responsable. La certificación del RUL puede ser un mecanismo para realizar dicha determinación. Adicionalmente, se podrán solicitar certificaciones de que el licitador, ni sus accionistas u oficiales en caso de ser personas jurídicas, han cometido fraude, abuso o malversación de fondos públicos, así como estados financieros. No cumplir con estos requisitos puede resultar en la descalificación del licitador.

La responsividad de la oferta se determinará cotejando que cada licitador cumple con todos y cada uno de los requisitos (de forma, de contenido, de documentos, de firma, etc.) dispuestos en estas instrucciones. No cumplir con los requisitos de especificaciones, términos y condiciones, fianzas y garantías, puede resultar en descalificación de la oferta.

Criterios de Evaluación:

1. La exactitud con la cual el licitador ha cumplido con las especificaciones, los términos y las condiciones del pliego de la subasta informal.
2. La calidad de los bienes, obras y servicios no profesionales ofrecidos y cómo éstos cumplen con las especificaciones y satisfacen las necesidades establecidas.

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3. Si el precio es competitivo y comparable con el prevaleciente en el mercado.
4. La habilidad reconocida del licitador para llevar a cabo trabajos de la naturaleza bajo consideración en obras y servicios no profesionales.
5. La responsabilidad económica del licitador y las experiencias de la AMA con el cumplimiento de contratos anteriores de naturaleza igual o parecida.
6. El término de entrega de los servicios o bienes más próximo.
7. La capacidad económica y financiera, así como la trayectoria y experiencia previa del licitador para proveer estos servicios o bienes y cumplir con los términos de entrega y garantías de la unidad.
8. El periodo específico o los términos aplicables a cada garantía, sus limitaciones y condiciones, los pasos requeridos para reclamar la garantía, qué entidad proveerá el servicio de reemplazo, subsanación, corrección o reparación del bien o el servicio.
9. Cualquier otro criterio pertinente que represente el mejor valor para el Gobierno de Puerto Rico.

H. IMPUGNACIÓN A LA INVITACIÓN O A ESTAS INSTRUCCIONES DE SUBASTA INFORMAL

Toda impugnación a la invitación de la Subasta Informal deberá presentarse personalmente ante la Oficina de Compras, dentro de los tres (3) días subsiguientes a la fecha de haberse publicado la invitación en la página cibernética de la AMA o el Registro Único de Subastas (RUS). Luego de dicho término, toda impugnación será rechazada de plano.

Toda impugnación al pliego de la Subasta Informal deberá presentarse personalmente ante la Oficina De Compras, dentro de los tres (3) días subsiguientes a la fecha de la AMA haber hecho disponibles los pliegos de esta Subasta Informal. Luego de dicho término, toda impugnación será rechazada de plano.

I. DOCUMENTACIÓN REQUERIDA

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1. CONTENIDO DE LA OFERTA: Todo licitador entregará en original y dos copias, en sobres sellados, su oferta personalmente en la sede de la AMA (37 Ave. De Diego, Urb. San Francisco, Río Piedras, Puerto Rico 00927), y enviará a través de la siguiente dirección de correo electrónico: npabon@ama.pr.gov y dmarti@ama.pr.gov , (ambas formas). En el ASUNTO ("SUBJECT") del correo electrónico que contenga la oferta, debe aparecer la siguiente información: **Número de subasta Informal, nombre del licitador y compañía que representa.** además, deberá adjuntar los siguientes documentos:
 - a) Pliegos debidamente firmados y con las páginas inicialadas. Aunque algunas páginas no proveen un espacio determinado para que el licitador escriba sus iniciales, el licitador tiene que escribir sus iniciales encada una de las páginas del pliego (instrucciones, especificaciones técnicas, planos, etc.)
 - b) Fianza de Licitación ("Bid Bond") debidamente endosada (de ser requerida)
 - c) Hoja de Ofertas en Formato "PDF"
 - d) Literatura de cada producto ofertado identificado con el número de renglón, según aplique
 - e) Listado de clientes y proyectos anteriores
 - f) Enmiendas (de ser aplicable)
 - g) Certificación del Registro Único de Licitadores de la Administración de Servicios Generales
 - h) Registración SAM (Federal Transit Administration)
<https://www.sam.gov/portal/SAM>

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

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

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podrá ser descalificado por no adjuntar a su oferta los documentos arriba mencionados.

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

El licitador tendrá que indicar en la oferta la marca y modelo del producto, así como incluir literatura técnica del manufacturero, la cual permita verificar que lo cotizado cumple con las especificaciones requeridas. Dicha literatura u hojas de especificaciones tienen que indicar claramente la partida de la Subasta Informal a la que se refiere.

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

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

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

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

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que los licitadores o sus representantes puedan efectuar transacciones o establezcan convenios con las agencias ejecutivas.

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

- b) **CLÁUSULA ANTI-DISCRIMEN:** La AMA no discrimina por razón de raza, color, género, origen o condición social, ideas políticas o religiosas, edad, nacionalidad, por ser víctima o ser percibida como víctima de violencia doméstica, agresión sexual o acecho, condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial. Cualquier proveedor o 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 acecho, servicio militar o condición de veterano, identidad u orientación sexual, real o percibida, impedimento físico, mental o sensorial.
- c) **CERTIFICACIONES GUBERNAMENTALES:** El licitador agraciado, es responsable por tener al día sus certificaciones de no deuda con entidades gubernamentales tales como el Departamento de Hacienda, el Centro de Recaudaciones de Impuestos Municipales (CRIM), la Administración para el Sustento de Menores (ASUME) y cualquier otra que le sea requerida para poder hacer negocios con el Gobierno de Puerto Rico.
- d) En caso de que el licitador subcontrate, deberá proveer certificación de que la compañía subcontratada tenga 4% DBE.

J. ANEJOS

En el caso de que fondos federales sufraguen la totalidad o parte de la adquisición realizada bajo esta Subasta Informal, en los Anejos se encontrarán

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instrucciones adicionales, requeridas por las autoridades federales, con las que también se tiene que cumplir. Otros anejos provistos son parte de los requisitos mandatorios tales como: Hoja de Oferta; Certificación Ley 2-2018, según enmendada; Certificación de No Deudas con Instrumentalidades Gubernamentales; etc.

K. ADVERTENCIAS

- a) La AMA se reserva el derecho de cancelar parcial o total la Subasta Informal, independientemente de la fase en que se encuentre, siempre que sea antes de formalizar el contrato, o de haber emitido una orden de compra, cuando ello sirva los mejores intereses del Gobierno de Puerto Rico, según los términos del Reglamento Núm. I-23-01 (9415).
- b) La AMA se reserva el derecho de hacer modificaciones en las instrucciones, términos, condiciones y especificaciones de la Subasta Informal cinco (5) días laborables antes de la celebración del acto de Apertura de las ofertas cuando la enmienda implique cambios o solicitudes adicionales que se deben incluir en la oferta, tres (3) días laborales antes del acto de Apertura cuando la enmienda no afecte la presentación de la Subasta Informal u ofertas. De ser así se les notificará por escrito a todos los licitadores. La AMA podrá enmendar cualquier invitación y/o pliego de la Subasta Informal, cuando ello sirva a los mejores intereses del Gobierno de Puerto Rico, según los términos dispuestos en el Reglamento Núm. I-23-01 (9415), supra.
- c) Proveer cualquier tipo de información o documentación falsa o fraudulenta como parte de la oferta presentada para esta Subasta Informal, será causa suficiente para descalificar o rechazar la oferta de cualquier licitador, así como para cancelar o resolver cualquier orden de compra o contrato otorgado en virtud de esta.
- d) La AMA no aceptará una fianza por una cantidad menor o a nombre de otra entidad que no sea según el pliego de Subasta Informal. El incumplimiento con este requisito conllevará el rechazo de la oferta.
- e) Solo se aceptará una oferta por licitador. Empresas, naturales o jurídicas, que tengan socios, miembros o accionistas comunes, serán consideradas como *alter ego* una de las otras, por lo que se considerará un conflicto de intereses que activará la descalificación de los licitadores con intereses en común. Se prohíben prácticas de competencia desleal tal como el contubernio.

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- f) Toda persona que en su vínculo con las agencias y demás instrumentalidades del gobierno del Estado Libre Asociado de Puerto Rico participe de licitaciones en subastas, presente oferta, interese perfeccionar contratos con éstas, tendrá la obligación de divulgar toda la información necesaria para que las agencias puedan evaluar detalladamente las transacciones y efectuar determinaciones correctas e informadas.
- g) La AMA no se responsabiliza por los costos incurridos en la preparación de ofertas para esta Subasta Informal.
- h) La mera participación en esta Subasta Informal no ofrece garantías de que se le ha de adjudicar un contrato u orden de compra. La notificación de adjudicación de la presente Subasta Informal no constituirá el acuerdo formal entre las partes. Será necesario que se suscriba el contrato correspondiente, o que la AMA emita una orden de compra por la persona autorizada.
- i) Toda oferta y/o pliego presentado deberá incluir el detalle del precio ofertado; precio de unidad del bien o servicio (por cada partida), costos de transportación, entrega, ensamblaje, garantía, entrenamiento, mantenimiento o servicios, reemplazos, entre otros.
- j) Una vez se hayan sometido las ofertas, éstas y sus anejos, pasarán a ser propiedad de la AMA y no será devuelta.
- k) Tan pronto se adjudique esta Subasta Informal, el expediente será público, incluyendo las ofertas y sus anejos. Si un licitador no desea que se publique un secreto de negocio, o información protegida, deberá etiquetar dicha información como "Secreto de Negocio e Información Protegida".
- l) Los documentos o anejos incluidos en estos pliegos, deben ser completados por los licitadores y tienen que ser sometidos con las ofertas. Los licitadores son responsables de atender cualquier enmienda que surja en el transcurso de esta Subasta Informal.
- m) Los representantes exclusivos de marcas o servicios no profesionales deberán mencionarlo en la oferta y someter certificación del manufacturero a tales efectos.
- n) En el caso de que las ofertas se sometan en sobres abiertos, deteriorados o sin identificación, el secretario de la Junta de Subastas de la AMA habrá

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de realizar esfuerzos razonables con el licitador para que éste cumpla con el requisito de someterla en un sobre sellado, debidamente identificado.

- o) Es responsabilidad de cada licitador que entregue oferta, cerciorarse que la misma ha sido debidamente registrada.
- p) Los licitadores deberán cumplir con los requisitos de reglamentación vigente y de las normas aplicables de ingeniería y seguridad en aquellos casos en que se requiere la instalación de equipos.
- q) La Oficina de Compras podrá utilizar la negociación individual respecto a los términos, condiciones, calidad, solución o precios, o combinación de factores, para obtener lo más ventajoso para la Autoridad. El precio no será necesariamente el factor de mayor peso de adjudicación. Puede existir la posibilidad de que la adjudicación pueda hacerse sin negociación.

L. POLÍTICAS PREFERENCIALES

No es aplicable ninguna política preferencial cuando los bienes o servicios se sufraguen con fondos de la FTA.

M. ALTERACIONES

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

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

N. CORRECCIONES A OFERTAS

Las correcciones o modificaciones a las Subasta Informales están sujetas a las disposiciones del Reglamento I-23-01 (9415), Secciones 4.3.12 y 4.3.13. Nótese que no se aceptan modificaciones luego de fecha y hora límite

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para someter las ofertas, dispuesto en la Secc. C-1 de estas instrucciones; de hacerlo, serán rechazadas.

O. COMUNICACIONES PROHIBIDAS

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

P. CÓMO SOMETER PREGUNTAS

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

Q. LICITADORES REGISTRADOS

A todo licitador que esté registrado en el RUL, que haya presentado oferta para una Subasta Informal y que luego del Acto de Apertura no se encuentre elegible, se le concederá un término improrrogable de cinco (5) días calendario, contados a partir del Acto de Apertura, para que someta la información o los documentos correspondientes en el RUL. Durante dicho periodo de cinco (5) días, no se realizará adjudicación alguna de la Subasta Informal. Será responsabilidad de la Junta de Subastas comunicarse con el licitador para que éste actualice sus constancias en el RUL en el término provisto.

El licitador deberá someter todos los documentos solicitados y cumplir con todos los requisitos, términos y condiciones establecidos en el pliego de Subasta Informal al momento de entregar su oferta, lo cual siempre será antes de la apertura de la Subasta Informal. No se aceptará ningún documento por parte del licitador con posterioridad al acto de apertura, a excepción del certificado de elegibilidad del RUL, que estará sujeto a

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que se presente dentro del término de cinco (5) días calendario antes referido.

R. LICITADORES NO REGISTRADOS

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

S. OFERTAS ADMISIBLES E INADMISIBLES

- a. UNIDAD DE COTIZACIÓN DE PRECIO: La oferta básica deberá hacerse en dólares y centavos. No serán consideradas ofertas que se expresen en términos de por ciento, en referencia a posibles precios indeterminados, cantidad de dinero o por cientos en exceso de ofertas más bajas.
- b. Para esta Subasta Informal, las ofertas admisibles serán todo o nada.
- c. NINGUNA OFERTA: Si el licitador no tiene interés en licitar en dicha Subasta Informal, deberá devolver el Anejo I (Oferta del Licitador) de la Invitación a Subasta Informal, con una anotación explicando las razones que tiene para no hacer oferta, así como notificar si tiene o no interés en ser invitado para futuras subastas formales en esos renglones. La falta de someter oferta sin notificación podrá ser informada al RUL.
- d. OFERTAS NO RESPONSIVAS O INACEPTABLES: Al hacer su oferta, el licitador se limitará a ofrecer lo que se le solicita dentro de las especificaciones enmarcadas y las condiciones fijadas. Las especificaciones establecen requisitos mínimos, cualquier oferta que sobrepase las especificaciones solicitadas, podrá ser aceptada siempre y cuando no altere sustancialmente lo solicitado de forma tal que pueda interpretarse como competencia desleal.
- e. No serán consideradas ofertas que hagan de la misma una **ambigua**, en cuanto a su significado, **incompleta** o **indefinida**. También, serán rechazadas ofertas que **alteren, incumplan, varíen o condicionen** los términos, condiciones y especificaciones establecidos por la AMA.

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- f. OFERTAS INCOMPLETAS: Ofertas en las que no se completen todos los blancos serán rechazadas. Si un licitador no tiene información que suplir en un blanco deberá anotar "N/A" - (no aplica) o "N/B" – (no bid).
- g. VARIAS OFERTAS POR UN MISMO LICITADOR: Si un licitador presenta varias ofertas para una Subasta Informal, ya sea a nombre propio o seudónimos, de alguna de sus subsidiarias o sucursales, de alguno o varios de sus socios, agentes u oficiales, todas serán **rechazadas** y se le podrán imponer las penalidades que establece el Reglamento I-23-01 (9415), *supra*.
- h. OFERTA LIMITADA: Todo licitador que entienda que solamente puede sostener sus precios por un período de tiempo determinado, así lo hará constar en su oferta especificando el término.

T. RETIRO DE OFERTA

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

U. RECHAZO GLOBAL

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

V. CANCELACIÓN DE CONTRATO POR CAUSA: NEGATIVA A ENTREGAR

Si el licitador se niega a entregar lo ordenado, se podrá cancelar la orden de compra y emitirla a otro licitador. Además, la AMA aplicará las sanciones correspondientes, según el Reglamento Núm. I-23-01 (9415), así como en y las acordadas en el contrato u orden de compra.

W. CANCELACIÓN DE CONTRATO POR CONVENIENCIA

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

X. SOLVENCIA MORAL

La AMA no adjudicará Subasta Informal u otorgará contrato alguno para la realización de servicios o la venta o entrega de bienes, a persona natural o jurídica que haya sido convicta o se haya declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos enumerados en la Ley Núm. 2-2018, según enmendada. Esta prohibición de adjudicar Subasta Informal u otorgar contratos, se extiende a aquellas personas jurídicas cuyos presidentes, vicepresidentes, director, director ejecutivo, o miembro de su Junta de Oficiales o Junta de Directores, o persona que desempeñe funciones equivalentes, haya sido convicto o haya sido declarado culpable en el foro estatal o federal, en cualquier otra jurisdicción de los Estados Unidos de América o en cualquier otro país, de aquellos delitos constitutivos de fraude, malversación o apropiación ilegal de fondos públicos, según enumerados en el Artículo 3 de la referida ley.

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

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

Y. INCUMPLIMIENTO

Si el licitador incumpliera con cualquiera de los términos y condiciones de esta Subasta Informal una vez emitida la orden de compra o firmado el contrato, la AMA cancelará el mismo inmediatamente, ejecutará la Fianza de Ejecución ("Performance Bond") y podrá solicitar que se excluya al

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suplidor del RUL, por un término no menor de un (1) año y no mayor de tres (3) años, conforme según las disposiciones aplicables.

Además, la AMA se reserva el derecho de aplicar cualesquiera otras sanciones, según provistas en el Reglamento Núm. 9352, *supra* y las acordadas en el contrato u orden de compra.

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

Z. PENALIDAD POR ENTREGA TARDÍA O INCUMPLIMIENTO

Todo licitador que incurra en incumplimiento de entrega de mercancía o servicios, se le aplicará un cargo según dispuesto en el Reglamento I-23-01 (9415), Secc. 4.3.20, sobre importe de la orden de compra emitida, o contrato, por cada día que transcurra de atraso, sin que constituya una renuncia a cualquier otro procedimiento que en derecho proceda. Se entiende que ha habido atraso cuando el suplidor no cumpla con la fecha de entrega convenida o no cumpla con la fecha de comienzo de los servicios.

AA. RECONSIDERACIÓN Y REVISIÓN JUDICIAL

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

Fin de las Instrucciones

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

Iniciales del Proponente: _____

Subasta Informal 45-2526-002
Proyecto de Mejoras a la Instalaciones de Unidades de Acondicionadores de
Aire en los Techos de los Edificios de las Oficinas Centrales AMA
Requisición 20834

II. ESPECIFICACIONES TÉCNICAS



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III. ESPECIFICACIONES TÉCNICAS

- A. Especificaciones Materiales y/o Procedimientos

I. CONDICIONES GENERALES

1 Descripción General del Proyecto:

Los trabajos del contrato; incluirán toda la mano de obra, materiales necesarios para la ejecución de las labores de: equipos, grúa, herramientas y el pago correspondiente de arbitrios de construcción, incluyendo patente y seguros; para los trabajos descritos a continuación:

TRABAJOS DE CONSTRUCCION

B. Especificaciones de Equipos: Se incluyen especificaciones de equipos a ser instalados deben ser igual o similar.

C. Fondos: Fondos Federales

D. Tiempo de Construcción:

Se concede un periodo máximo de **CUARENTA Y CINCO (45) DÍAS** calendarios los cuales se dividen en treinta (30) de construcción y quince (15) de cierre a partir de la firma de contrato u Orden de Comienzo emitida el dueño representado por su Directora o en su efecto según se establezca en el contrato.

1. Daños líquidos - El Contratista agraciado pagará al Dueño, la cantidad de **CIENT (\$100.00) DÓLARES** (a deducir de las certificaciones de pago) por cada día de atraso en la terminación y entrega del proyecto; por causas que no estén fuera de su control, hasta que los trabajos estén terminados a satisfacción del Dueño.

II. ESPECIFICACIONES GENERALES

A. Definiciones:

1. Para los términos de estos documentos, las palabras DUEÑO, CONTRATISTA E INSPECTOR quedan definidas como sigue:
 - a. Dueño - Cada vez que se mencione en estos documentos la palabra Dueño se refiere al AUTORIDAD METROPOLITANA DE AUTOBUSES (AMA)
 - b. Contratista - Cualquier persona, sociedad o corporación que ejecute estas obras mediante contrato.
 - c. Inspector - Se denominará Inspector, el Ingeniero, con licencia autorizada para ejercer la profesión en Puerto Rico, que el dueño contrate para hacerse cargo de la inspección y supervisión de las obras de construcción de este proyecto, incluyendo el personal por él designado.
 - d. Especificaciones - Las especificaciones constituyen la parte de los documentos del contrato, donde se describen los equipos, la clase y calidad de la labor a ejecutar y terminación de la obra proyectada demostrada en los "Job Order". Describen y detallan los procedimientos a seguir.
 - e. Alguna omisión, no específicamente detallada, será construida con el espíritu general, conforme a la clase de trabajo requerido, según la buena práctica de la profesión de la ingeniería.

B. Examen del Sitio:

El Municipio Autónomo de Guaynabo, coordinará una reunión pre-subasta para informar sobre los detalles de la subasta y discutir los parámetros de los trabajos con los Contratistas asistentes. Y luego se efectuará la visita compulsoria a las facilidades; será responsabilidad del Contratista licitante realizar la inspección del área, corroboren la ubicación de estos, la envergadura de los trabajos, observen, tomen medidas y clarifiquen dudas. Las coordenadas de ubicación son 18.38810932, -66.08022755

C. Cumplimiento de Leyes, Arbitrios y Ordenanzas Locales:

Tanto el Contratista como sus obreros, serán responsables del cumplimiento de todas las leyes y ordenanzas locales, aplicables a este proyecto. El Contratista pagará por su cuenta todos aquellos costos por arbitrios y patentes aplicables a este proyecto, que estén vigentes localmente.

D. Deberes del Contratista

Para propósitos de este documento, un Contratista será una Compañía o individuo autorizado para ejercer y completar un proyecto de construcción. El contratista no deberá estar desahogado por el Gobierno Federal según verificado en el sistema <https://www.sam.gov>. El Contratista debe someter con su propuesta el Certificado Vigente de SAM.GOV.

El contratista deberá:

- a. Someter con su propuesta sus licencias profesionales y/o cualificaciones vigentes para la realización de los trabajos descritos en los documentos de propuesta (refrigeración, perito electricista, ingeniero (a) etc.).
- b. Desarrollar todo el trabajo de construcción y/o rehabilitación, según descrito en especificaciones y en cumplimiento con el contrato.
- c. Mantener informado al Municipio sobre el progreso de este y de cualquier problema que surja.
- d. Dar acceso a los inspectores, en cualquier momento que el Municipio lo estime necesario y sin previo aviso.
- e. Deberá tener a la mano un expediente de los trabajos, que incluya las minutas de las reuniones de progreso sobre el proyecto.
- f. El Contratista deberá hacer entrega de su programa de trabajo previo al comienzo de las labores.
- g. Deberá mantener el letrero del Municipio Autónomo de Guaynabo, en todo momento, mientras duren los trabajos y hasta su entrega final. Este será requisito indispensable para la tramitación de la certificación de pago. Tamaño 4' x 8'. El Municipio proveerá el arte.
- h. Se enfatiza que, previo al comienzo de sus labores en el Centro, el Contratista deberá revisar bien el listado de los ítems a impactarse en cada Centro. Este cotejo deberá realizarlo juntamente con el Inspector asignado. De encontrar y/o percatarse de algún ítem no incluido en el listado y que según él debiera de ser considerado, deberá consultar con el PM para que este tome la acción que corresponda.
- i. Documentos que deberá someter y tener aprobados antes del comienzo del proyecto:
 1. Plan de Prevención contra Accidentes: Seguridad o "Safety Plan"
 2. Itinerario de Remisiones o "Submittal Log"
 3. Borrador de Desglose de Partidas para Pago; Breakdown for Payments

4. Itinerario de Progreso: Plan de trabajos y tiempo.
5. Listado del personal que estará laborando en los centros y detallando su función.

E. Mano de obra

Todo trabajo debe ser realizado, de acuerdo con los Estándares de Construcción establecidos en este documento. Todo trabajo llevado a cabo por el contratista deberá ser de buena calidad, en acuerdo a las mejores prácticas y métodos de la construcción y durabilidad. La calidad de la mano de obra realizada por el contratista será evaluada por personal de inspección, por representantes de la AMA, previo a la aprobación final.

F. Materiales

Solamente se utilizarán los materiales especificados en este documento, a menos que el Ingeniero Supervisor del Proyecto apruebe por escrito el utilizar uno similar. Esta sustitución de materiales deberá ser solicitada a través de una solicitud al Project Manager del Proyecto, para su correspondiente evaluación. En caso de resultar favorable este cambio, no representará un aumento a los fondos asignados al proyecto, ni una disminución en la calidad de la obra.

G. Libertad de Supervisión:

El Project Manager (PM) y/o personal de los representantes de la AMA para realizar las labores de supervisión e inspección de los proyectos (HVAC). El PM y/o personal de la AMA podrá presentarse en cualquier momento en el area para cotejar los trabajos en proceso. Cualquier deficiencia por él encontrada deberá ser corregida de inmediato. También tendrá la autoridad para aprobar las certificaciones del Contratista por los trabajos realizados, los sometimientos de materiales y/o procedimientos y todo lo que tenga que ver con la administración de los trabajos realizados por el Contratista.

H. Seguros, vallas y seguridad pública:

El Contratista, por su propia cuenta mantendrá y proveerá todos los seguros, barreras, luces, andamios y otros efectos necesarios para asegurar la protección del público y de sus empleados, asumiendo él toda la responsabilidad por cualquier accidente que ocurra durante la construcción de este proyecto y que pueda causar daños al público, sus empleados, o a la propiedad ajena.

I. Limpieza y Organización

Durante el periodo que dure la construcción, instalaciones y/o trabajos, el proyecto estará sujeto a inspección por personal del Municipio. Los materiales y equipos existentes en el proyecto tienen que ser tratados con cuidado por parte del contratista, su movimiento y protección de propiedad es responsabilidad del contratista a menos que se acuerde otra cosa, entre el dueño y el contratista, en el momento de la Reunión Pre-Construcción.

A la terminación del proyecto y antes de su aceptación final, todos sus alrededores y/o pasillos deberán quedar completamente LIMPIOS de escombros, materiales sobrantes, estructuras temporeras, equipo, etc. Toda mancha o sucio será limpiado, pintado, y/o de ser grasa o aceite será removido del pavimento, aceras, paredes y/o hormigón, etc.

J. Pagos:

El Dueño pagará al Contratista, en moneda legal americana, el monto total del contrato por la ejecución del proyecto en la forma y condiciones que estos acuerden.

K. Garantías

Todas las reparaciones, incluyendo equipos instalados, deberán tener una garantía mínima de 1 año o lo que establezca DACO, lo que sea mayor. El contratista deberá asegurar que todo trabajo de electricidad y/o líneas refrigerantes, equipos, accesorios eléctricos, paneles, interruptores, breakers y/o equipos, que son parte del proyecto de rehabilitación, funcionen adecuadamente, una vez concluya la obra. (según aplique)

L. Responsabilidad por daños y reclamaciones:

El Contratista será responsable de cualquier daño o reclamación que surja como consecuencia de la construcción de este proyecto. Garantizará el funcionamiento de todas las obras construidas y/o instaladas y aparatos o equipo para operarlo, por un periodo de un (1) año o por el periodo de garantía que ofrezca el fabricante de los equipos que se utilicen, el que sea mayor.

M. Permisos

Para estos trabajos no se contempla permiso de construcción.

PARAISO INFANTIL
New Head Start and Early Head Start Center
Autonomous Municipality of Guaynabo
Guaynabo, Puerto Rico

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 00700 - GENERAL CONDITIONS

1. BASIC DEFINITIONS

a. THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary, Special and other Conditions), Drawings, Technical Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is : (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a Construction Change Directive or; (4) a written order for a minor change in the Work issued by the Architect/Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

b. THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind: (1) between the Contractor and the Architect or the Architect's consultants; (2) between the Owner and a Subcontractor or a Sub-subcontractor; (3) between the Owner and the Architect or the Architect's consultants or; (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

c. THE WORK

- 1) The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and
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includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

- 2) The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

d. THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

e. THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

2. CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- a. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- b. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- c. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- d. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of
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like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern.

3. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

- a. The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- b. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

4. OWNER

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

5. CONTRACTOR

- a. The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a
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representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

- b. The Contractor shall perform the Work in accordance with the Contract Documents.
 - c. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
 - d. Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect/Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect/Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
 - e. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer. If the Contractor is then instructed to proceed with the required means, methods,
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- techniques, sequences, or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences, or procedures.
- f. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
 - g. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
 - h. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
 - i. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
 - j. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract shall be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work shall conform to the requirements of the Contract Documents and shall be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
 - k. The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or
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negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

- i. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
 - m. If the Contractor encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or; (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both.
 - n. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
 - o. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the name and qualifications of a proposed superintendent.
 - p. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
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- q. The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals.
 - r. The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
 - s. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, temporary fences and/or temporary offices, machinery, and surplus materials from and about the Project.
 - t. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6. Architect/Engineer

- a. The Architect/Engineer will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action will be taken in accordance with the submittal schedule approved by the Architect/Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals
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is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences, or procedures. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- b. The Architect/Engineer will interpret and decide matters concerning performance and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- c. Interpretations and decisions of the Architect/Engineer will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect/Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

7. SUBCONTRACTORS

- a. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
 - b. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
 - c. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be
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performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof shall not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor shall be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

8. CHANGES IN THE WORK

- a. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a necessary change in the Work.
 - b. Change Order shall be based upon agreement among the Owner, Contractor, and Architect/Engineer; a Construction Change Directive requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone.
 - c. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
 - d. A Change Order is a written instrument prepared by the Owner and signed by the Owner and Contractor stating their agreement upon all of the following:
 - 1) The change in the Work.
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- 2) The amount of the adjustment, if any, in the Contract Sum; and
 - 3) The extent of the adjustment, if any, in the Contract Time.

9. TIME

- a. Unless otherwise provided, Contract Time is the period, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- b. The date of commencement of the Work is the date established in the Agreement.
- c. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- d. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- e. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- f. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect/Engineer may determine.

10. PAYMENTS AND COMPLETION

- a. The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
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- b. Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.
 - c. At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers and shall reflect retainage if provided for in the Contract Documents.
 - d. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.
 - e. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
 - f. The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably, if in the Owner Representative's opinion, the representations to the Owner required cannot be made. If the Owner Representative is unable to certify payment in the amount of the Application, the Owner Representative will notify the Contractor. If the Contractor and Owner Representative cannot agree on a revised amount, the Owner
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Representative will promptly issue a Certificate for Payment for the amount for which the Owner Representative is able to make such representations to the Owner. The Owner Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner Representative opinion to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

- g. The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
 - h. The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers' amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid.
 - i. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
 - j. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
 - k. Upon receipt of the Contractor's list, the Owner Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner Representative inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can
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occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner Representative. In such case, the Contractor shall then submit a request for another inspection by the Owner Representative to determine Substantial Completion.

- l. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner Representative will promptly make such inspection and, when the Owner Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner Representative's knowledge, information and belief, and on the basis of the Owner Representative's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.
- m. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

11. PROTECTION OF PERSONS AND PROPERTY

- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
 - b. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
 - 1) Employees on the work and other persons who may be affected thereby.
 - 2) The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors.
 - 3) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
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- c. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
 - d. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
 - e. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents (Safety Officer). This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.
 - f. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 7 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
 - g. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

12. INSURANCE AND BONDS

- a. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as shall protect the Contractor from claims which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
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- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed.
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
 - 4) Claims for damages insured by usual personal injury liability coverage.
 - 5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle.
 - 7) Claims for bodily injury or property damage arising out of completed operations.
- b. The insurance required shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
- c. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required and thereafter upon renewal or replacement of such coverage until the expiration of the time required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- d. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include: (1) the Owner, the Architect/Engineer and the Architect/Engineer's Consultants as additional insureds for claims caused in
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whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

- e. Unless otherwise provided, the Owner through the contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
 - f. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - g. If the Owner does not intend to purchase such property insurance required by the Contract and with all the coverages in the amount above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.
 - h. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising
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thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

13. CORRECTION OF WORK

- a. The Contractor shall promptly correct Work rejected by the Owner Representative or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.
- b. In addition to the Contractor's obligations, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.
- c. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

14. MISCELLANEOUS PROVISIONS

- a. The Contract shall be governed by the law of the place where the Project is located.

END OF SECTION 00700

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01001 - SUMMARY OF THE WORK

1. PROJECT DESCRIPTION

The name of the Project is "AC equipment relocation, AMA Headquarters, Ave. de Diego San Juan PR

2. TEMPORARY CONSTRUCTION FACILITIES AND GENERAL CONDITIONS

- a. The Contractor shall provide, at his own expense, temporary construction facilities at an area to be designated by the Owner. They shall include, but not be limited to, temporary fences and entrance gates, temporary office and delivery areas, small tools warehouse, and whatever other facilities are required to assure proper construction of the project.

Upon completion of the Project, the Contractor shall remove from the premises all temporary construction facilities and restore the affected areas to their original conditions.

- b. The Owner and the Contractor shall come to an agreement, prior to entering into a Contract, on such items as scheduling and execution of the work, the Contractor's normal working days and hours, downtime of the Owner's normal operations once the plant is in partial operation, access on weekend, nights or off-hours in general, whenever required in order to meet schedules or when the disconnection of utilities is required; the Contractor's storage areas, parking, office, dining and sanitary facilities; temporary power, and water; house-keeping, garbage collection and
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disposal of debris, safety and security requirements including protection of the Owner's property and inventory; dust control and noise abatement, and other areas of possible conflict between the Owner's and the Contractor's normal operational preferences.

3. PROJECT ACCESS

- a. All entries, exists, deliveries and other pedestrian and vehicular traffic directly related and necessary to the construction work shall be through the contractor temporary fences and access gates to project. The Owner may, at his convenience, install check points elsewhere to control access to the project in which case the Contractor shall be subject to the Owner's established security and operational procedures including positive identification and inspection of packages, toolboxes and vehicles, and whatever other reasonable and lawful measures the Owner estimates are necessary in order to guarantee the plant's security and the safety of the Owner's working staff.
- b. Persons not directly related to the construction process will not be permitted within the Owner's premises.

4. PRECAUTIONS

- a. The Contractor shall take whatever means are required to protect the Owner's interests whenever the work to be performed in connection with the project presents any possible hazard or risk to the Owner's employees, facilities and/or equipment; and shall so notify the Owner in writing with ample time so that the Owner can plan and put into-effect his own safety precautions.
- b. The Owner shall not be responsible for theft, loss, or damage of the Contractor's property unless such damage is proven to be a malicious, willful, or grossly negligent act of the Owner.

5. SCOPE OF THE WORK

- a. General

The Contractor shall furnish and install all materials, products, and accessories, and provide all tools, equipment, labor, supervision and overhead required for the completion of the Project as shown on drawings, and specifications, and as described herein in accordance with good industry standards and with governing codes and regulations and meeting all conditions and requirements of the Contract Documents.

- b. Equipment Purchased by Owner to be installed by Contractor
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The owner will purchase some equipment for the Contractor to install. Contractor shall request owner to provide a complete list of these equipment and a schedule of when the same will be available within the project area ready for its installation.

b. Work Included

1. Relocation: Improvement on the same area of 55 AC units.
2. Application of approved Danosa Glue for new AC Units Bases
3. Removal of 3 AC units

6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

- a. The Contractor shall abide by and comply with all laws, ordinance, decrees and regulations of the governing bodies, Federal, Commonwealth, and Municipal, having jurisdiction over the work under this Contract, and shall assume full and sole responsibility for their observance and save the Owner and Architect/Engineer harmless from any loss, damage or claims as may result from his failure, his Subcontractor's failure, or the failure of his employees, agents, or representatives of either, to abide by, comply with, and strictly observe said legal and regulatory disposition.
- b. All construction work shall be done in accordance with the Puerto Rico Building Regulations, Municipality regulations and other codes having jurisdiction, and as shown on drawings and specifications.
- c. Contractor shall be responsible for paying all related fees and taxes and State Insurance Fund.

7. QUALIFICATIONS

- a. Any and all persons involved in the Project shall be thoroughly familiar with, and qualified for, whatever work, trade, or function they will be performing. In the case of Subcontractors, they shall have been previously qualified by the Owner.

8. PRODUCTS AND MATERIALS DELIVERY, STORAGE AND HANDLING

- a. All products and materials shall be delivered to the jobsite in their original tightly sealed containers, or unopened packages or crates, or as established by industry standards, clearly labeled with the manufacturer's name, product identification, required storage conditions, precautionary notices, shelf life and lot number where appropriate.
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- b. Materials shall be stored in cool, dry, well ventilated and protected areas specifically designated for this purpose, as recommended by the product manufacturer, and protected from damage.
 - c. All materials shall be inspected upon receipt at the jobsite, and if found damaged, or deficient in any way, shall be discarded and removed immediately from the project site.

9. EXECUTION

- a. The Contractor shall verify all measurements and dimensions at the project site and confirm that all conditions are adequate for proceeding with the work. Prior to commencing, he shall promptly inform the Owner of any discrepancies or adverse conditions that might affect the quality or progress of the work.
 - b. The Contractor shall coordinate and schedule the work of each trade (or subcontractors) with that of other trades (or subcontractors) affected by or affecting his work.
 - c. The Contractor shall be responsible for maintaining the work areas clean and safe and in accordance with OSHA standards and those of other regulatory agencies, taking whatever precautions are required during unsafe working conditions, and advising the other Contractor's supervisors, and the Owner, of such conditions.
 - d. As part of the work of coordination required of the General Contractor, he shall review the drawings and specifications, prior to commencing the work, and monitor the construction closely so that he may advise the Owner promptly of any apparent error, lack of information, conflict or interference among trades, or within a trade, in order to permit the Owner to seek the Architect/Engineers assistance in clarifying the matter without affecting the project schedule.
 - e. Drawings should not be scaled-off particularly those related to mechanical and electrical work which in many instances are diagrammatical and depend for their final installation on the work of preceding trades and/or in the requirements of a particular manufacturer.
 - f. All installation of equipment, materials or products, application of finishes, and construction in general, shall be done in strict accordance with the product manufacturer's recommendations and/or instructions. When such information is not normally available, all construction work shall be done in accordance with accepted industry standards.
 - g. Contractor shall be responsible for repairing any damage done to the existing construction or to the work of other subcontractors.
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10. ASBESTOS

Contractor shall not use nor bring into the project site asbestos or any construction, insulation material, etc. with asbestos. Should the contractor find any asbestos material on the project site, he shall promptly notify the owner for its proper removal.

11. CLEAN-UP

Every week and/or as required by the owner, the Contractor shall remove all waste and excess material and rubbish from the work areas and properly dispose of them away from the project site, and take away all equipment, tools and utilities leaving the work areas clean, free of obstructions and ready for the work of other trades and/or uses

END OF SECTION 01001

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01004 - TEMPORARY OFFICES & FACILITIES

1. GENERAL DESCRIPTION

 This section covers the temporary facilities for the work and is supplementary to the conditions of the Contract.

2. Contractor Doesn't require temporary office facilities for the scope of this contract.

3. Storage facilities if required shall be designated by AMA Security personell and PM.

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01300 - SUBMITTALS AND CONSTRUCTION DOCUMENTATION

1. GENERAL

Contractor shall make submissions of all products, materials, and equipment to be furnished and installed under the scope of the contract documents; and shall at the end of construction submit a set of record drawings.

2. RELATED SECTIONS

a. Section 01630 Substitution Request Form

No substitutions will be considered without completing and submitting the Substitution Request Form found in Section 01630.

b. All Sections

These refer to all the included Technical Specifications and Specifications presented within design Work Drawings

3. SUBMITTALS

After checking and verifying all field measurements and after complying with applicable procedures specified in the General Conditions, drawings, specifications and other bid documents, CONTRACTOR shall submit to ARCHITECT/ENGINEER for review and approval in accordance with the accepted schedule of submittals or for other appropriate action if so, indicated in the Documents the following:

- a. In the case of all products, materials, and equipment to be furnished and installed under the scope of the Contract Documents, the CONTRACTOR shall submit to the ARCHITECT/ENGINEER for his review and approval:
 - 1) Copies, in quantities stated herein, of manufacturer's installation instructions and/or recommendations, samples, detailed shop drawings, data sheets and other printed literature, and whatever other information is normally submitted in connection with the specified products, materials and/or equipment.
 - b. Each submittal shall bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submittal.
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- c. All submittals shall be identified as the ARCHITECT/ENGINEER may require. The data shown on the submittal shall be complete with respect to quantities, dimension, specified performance and design criteria, materials and similar data to enable the ARCHITECT/ENGINEER to review the information as required.
 - d. The CONTRACTOR shall also submit to ARCHITECT/ENGINEER for review and approval with such promptness as to cause no delay in work, samples of all products, material and/or equipment specified in the Contract Documents or as may be required by ARCHITECT/ENGINEER. All samples shall have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the samples and shall be identified clearly as to product, material and/or equipment supplier pertinent data such as catalog numbers, the use for which intended, etc.
 - e. Before submission of each submittal or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each submittal or sample with other submittals and samples and with requirements of the Work and the Contract Documents.
 - f. At the time of each submittal, the CONTRACTOR shall give ARCHITECT/ENGINEER specific written notice of each variation that the submittal or samples may have from the requirements of the Contract Documents, and in addition, shall use a specific notation to be made on each submittal submitted to ARCHITECT/ENGINEER for review and approval of each such variation.
 - g. If the CONTRACTOR needs to submit an equal or similar material or equipment, the CONTRACTOR shall provide the ARCHITECT/ENGINEER complete information as required by Section 01630 Substitution Request Form.
 - h. ARCHITECT/ENGINEER will review and approve with reasonable promptness submittal and samples, but the ARCHITECT'S/ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or
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programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR shall make corrections required by ARCHITECT/ENGINEER and shall return the required number of corrected copies of submittal and submit as required new samples for review and approval. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ARCHITECT/ENGINEER on previous submittals.

- i. The ARCHITECT'S/ENGINEER'S review and approval of submittal or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ARCHITECT'S/ENGINEER'S attention to each such variation at the time of submittal as required herein and ARCHITECT/ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the submittal or sample approval; nor will any approval by the ARCHITECT/ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the submittal or from responsibility for having complied with the provisions included herein before.
- j. Where a submittal or sample is required by the Specifications, any related Work performed prior to ARCHITECT'S/ENGINEER'S review and approval of the pertinent submittal will be the sole expense and responsibility of CONTRACTOR.
- k. No product or material equipment shall be purchased, nor equipment shall be fabricated until the related submittals and/or samples have been approved by the ARCHITECT/ ENGINEER.

4. SUBMITTAL REQUIREMENTS

- a. Submittals requested for review are listed in individual specification sections or as noted on the Contract drawings. No alternatives or substitutions will be accepted during the submittal process. Accompany each submittal with a transmittal letter stating applicable Specification section or Contract Drawing reference.
 - b. Shop drawings:
 - 1) Submit at least two (2) copies to the Owner's Representative. Two (2) of those copies will be used by Engineer. The Engineer will return one original mark-up plus 1 copy of the original mark-up of each shop drawing to the Contractor. If the contractor
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requires more copies these shall be added to the stipulated amount.

- 2) Include information for total assembly as outlined in specifications or shown on Contract Drawings.

c. Samples:

- 1) Submit two (2) sets of samples to the Owner's Representative.
- 2) Where color variation occurs, submit minimum of three (3) representative samples per set.
- 3) Submit color samples in single package for color and material finish coordination.

d. Product Data:

- 1) Submit two (2) copies to the Owner's Representative. One (1) of those copies will be used by Engineer. The Engineer will return one original mark-up plus 1 copy of the original mark-up of each item to the Contractor. If the contractor requires more copies these shall be added to the stipulated amount.
- 2) Submit only pages that are pertinent. Mark each copy of standard printed data to identify pertinent products, referenced to Specification Section.
- 3) Delete those items on manufacturer's standard sheets that are not being proposed. Submittals without indications and deletions will be returned without review.
- 4) Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.
- 5) Product data is to be maintained at job site as project record documents.

5. PROCEDURES

- 1) Submit a transmittal schedule for all submittals, by Specification section number or Contract Drawing number, within fifteen (15) days after Notice to Commence Work and comply with construction schedule for submittals related to work progress. Coordinate submittals of related items.
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- 2) Contractor submittal schedule shall allow for sufficient review time by the Owner and Engineer. In general Contractor shall allow for a two-week review cycle for each submittal.
 - 3) Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of completed work.
 - 4) Revise and resubmit only those submittals stamped: "Revise and Resubmit" and/or "Rejected". Identify all changes made since previous submittal.
 - 5) Submittals not requested, or previously stamped "Approved" or "Approved as Noted" will not be processed or returned by the Engineer.
 - 6) Submittals requested "For Record" will not be processed or returned by the Engineer.
 - 7) Omission of an item from a list of submittals will not relieve Contractor from responsibility for submitting item required.

6. SUBMITTAL REVIEW

- 1) Submittals, shop drawings, samples and product data will be stamped in one of the following ways:
 - a) "Approved": Submittal is in general conformance with the design intent.
 - b) "Approved as Corrected": Submittal has minor comments. Noted corrections must be made in final installation. Owner's Representative or Engineer has the option to require a re-submittal for record.
 - c) "Revise and Resubmit": Re-submission is required.
 - d) "Rejected": Submittal does not meet contract requirements. Re-submission is required.

Note: Work may be executed under Categories: "Approved" or "Approved as Noted" only.

7. RECORD DRAWINGS

The contractor shall submit to the owner representative and after completion of construction, in accordance with the contract documents, a set of record drawings depicting all changes and/or deviations that occurred during the construction. Such record drawings shall consist of a marked-up set of drawings

that shall reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract. For this purpose, the contractor shall maintain, at the project site, a complete set of drawings for the purpose of annotating the changes and/or deviations; such annotations shall be clear and shall follow the same drafting standards of the contract documents. Mark record sets with red erasable pencil.

END OF SECTION 01300

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01630 - SUBMITTAL SUBSTITUTION REQUEST FORM

No substitutions will be considered without this completed substitution request form and supporting documentation.

Substitutions made without completion of this form will be considered defective work and contrary to the General Conditions of the Contract Documents.

Date:

Number:

Project: Reparacion de Instalaciones Unidades AC en los Techos
Autoridad Metropolitana de Autobuses
Calle de Diego #37
Urb. San Francisco
San Juan PR 00927

To: GEOEngineers, PSC.

Re: Request for Substitution

The Contractor proposes the following substitution in accordance with the requirements of the Contract Documents:

Scope of Substitution	
Specification Reference	
Drawing Reference	
Reason for Proposed Substitution	
Benefit to Owner	

Impact on Project Cost		
Impact on Project Schedule		
Impact on Guarantees and Warranties		
Coordination Required with Adjacent Materials and System		
List Deviations from Specified Requirements		

Attachments: Attach supporting documentation sufficient for Architect to evaluate substitution. Substitution Request Forms submitted without adequate documentation will be returned without review.

Attachments _____

Submitted By _____

Firm and Address _____

Signature below signifies acceptance of responsibility for accuracy and completeness of information included in this Substitution Request Form.

Authorized Signature _____

ARCHITECTS RESPONSE

Notations listed below shall have same meaning as on Architect's approval stamp. Clarifications to or changes in project schedule or time shall be processed using standard project forms.

Architect's Response		
Approved		
Approved as Corrected		
Revise and Resubmit		
Rejected		
Returned Without Review		

Remarks _____

Date _____

Signed _____

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01770 - PROJECT CLOSEOUT

1.0 GENERAL

a. CLOSE OUT PROCEDURES

- 1) Project closeout requirements are defined to include those general requirements in preparation for final acceptance: e.g., final payment, normal termination of the contract, evidencing completion of the work. Specific requirements for individual units of work as specified in the technical specifications.
- 2) Contractor shall comply with Conditions of the Contract and Division 1 requirements relating to submittals, prior to substantial completion.
- 3) Provide endorsements and permits required by governing authorities.
- 4) Remove from the project site temporary facilities and services, along with construction tools and facilities.
- 5) Submit last progress payment request, complete with associated punch lists, stating that each item has been completed or otherwise resolved for acceptance.
- 6) Clean-up building and site area.

b. RECORD DOCUMENTS

- 1) Record drawings: Contractor is to maintain at the project site a clean, undamaged set of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown on contract documents. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give attention to concealed elements, which would be difficult to measure and record at a later date.
 - (a) Mark record sets with red erasable pencil.
 - (b) Mark new information that was not shown on the Contract Drawings or Shop Drawings.
 - (c) Organize record drawings into manageable sets bound with durable paper cover sheets, and print titles, dates, and other identification information on the cover of each set. Upon
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Guaynabo, Puerto Rico**

completion of Work, submit record Drawings to the Owner's Representative for the Owner's records.

- 2) **Record Specifications:** Contractor is to maintain at the project site a one complete copy of the Project Specifications, including addenda, and one copy of other written Construction Documents, such as Change Orders, and modifications issued in print form during construction. Mark these documents to show variations in the actual Work performed in comparison with the text of the Specifications and modifications. Give attention to substitutions, selection of options, and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data. Upon completion of Work, submit record Specifications to the Owner's Representative for the Owner's records.
- 3) **Record Product Data:** Contractor is to maintain one copy of each Product Data submittal. Mark these documents to show variations in the actual Work performed in comparison with the information submitted. Include variations in the products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give attention to concealed products and portions of the Work, which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications. Upon completion of Work, submit complete set of record Product Data to the Owner's Representative for the Owner's records.
- 4) **Record Samples Submitted:** The Contractor and the Owner's Representative will meet at the site to determine which of the submitted samples, that have been maintained during the progress of the Work, are to be transmitted to the Owner for record purposes.
- 5) **Miscellaneous Record Submittals:** Refer to other Specifications Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Complete miscellaneous records and place in good order, properly identified and bound, ready for continued use and reference.

c. CLOSE OUT DOCUMENTS

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of at least one year from the date of final acceptance of the work. This warranty shall not limit the Owner's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects (10 years from the date of final acceptance), gross mistakes or fraud.

The Contractor shall require to the Owner or his Authorized Representative the final procedure to complete the project closeout process and shall submit the closing documents in such manner and itemized as to meet the approval of the Owner. The Contractor and its insurers acknowledge and agree that in order to receive the refund of the withheld amounts and the payment of the final certification; they shall be submitting the following documents to the owner:

- 1) Occupancy Permit (Unique Permit formerly Use Permit)
 - 2) Fire Department Facilities Inspection.
 - 3) Original of guarantee and warranty of all installed equipment.
 - 4) Operational Manuals and information for all installed equipment.
 - 5) Original of the bonded guarantee of the materials installed in the roofing treatment.
 - 6) Original of the bonded guarantee from the Roofer Sub-Contractor.
 - 7) Release from the State Insurance Fund.
 - 8) Release from all Sub-Contractors (Affidavit).
 - 9) Release from all Suppliers (Affidavit).
 - 10) Release from Insurance Company (Affidavit).
 - 11) One (1) Hard Copy of Red line drawings.
 - 12) Delivery of keys to the main building and its facilities.
 - 13) Release from PR Labor Department.
 - 14) Release from PR Treasury Department.
 - 15) Notarized Assignment of all Guarantees and Warranties on behalf of MAG.
 - 16) Certificate of Release for Final Payment from the Contractor.
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Autonomous Municipality of Guaynabo
Guaynabo, Puerto Rico

17)Any other endorsements, permit or related document as may be required by MAG.

END OF SECTION 01770

DIVISION 4	-	MASONRY
SECTION 04200	-	CONCRETE UNIT MASONRY

1. GENERAL

A Description of Work

- 1) Contract Document conditions and requirements will govern this work.
 - 2) Furnish all labor, materials, and equipment necessary to complete the Masonry Work as indicated, specified, and required including but not limited to the following:
 - a. The supply and erection of all concrete block work, including mortar and grout materials, reinforced precast concrete lintels and sills, bond beams, reglets, control joints and pre-molded joint filler.
 - b. The supply and erection of all concrete block work and reinforcing.
 - c. The supply and installation of rough hardware for masonry including anchors, bolts, sleeves, ties and reinforcements.
 - d. Build into the work all anchors, bolts, etc., supplied by others.
 - e. Building into the masonry items supplied by other trades such as door and window frames, louvers, grilles, pipe sleeves and openings, heating, plumbing, electrical and ventilating equipment penetrations, expansion joints, flashing, loose steel lintels, etc.
 - f. Grouting of masonry work, where required and as detailed.
 - g. Cutting and patching of existing and new masonry work.
 - h. Staging and temporary bracing.
 - i. The transporting, unloading and storage of unit masonry, mortar and grout materials and reinforcements.
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- j. Cleaning masonry.
 - 3) Related Work Specified Elsewhere:
 - a. Moisture Proofing (sealing, caulking, flashing): Division 7
 - b. Wall Finishes Including Painting: Division 9
 - c. Concrete Work: Division 3
 - d. Miscellaneous Metals: Division 5

B. Quality Assurance

- 1) Standards: Comply with recommendations of the National Concrete Masonry Association, the Brick Institute of American (BIA formerly SCPI), the requirements of the state, commonwealth, or province Uniform Construction Code in effect where the project is being carried out, the 1997 Uniform Building Code and the following standards and specifications:
 - a. American Society for Testing and Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103. (latest versions)

ASTM A116	Standard Specification for Metallic Coated, Steel Woven Wire-fence Fabric
ASTM A123	Standard Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products
ASTM A185	Standard Specification for Welded for Steel Welded Wire Reinforcement Plain, for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A653	Standard Specification for Steel Sheet Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanealed) by the Hot-Dip Process
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ASTM A1011	Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement Plain and Deformed, for Concrete
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C55	Standard Specification for Concrete Building Brick
ASTM C62	Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C90	Standard Specification for Load Bearing Concrete Masonry Units
ASTM C91	Standard Specification for Masonry Concrete
ASTM C129	Standard Specification for Non-Load Bearing Concrete Masonry Units
ASTM C140	Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C207	Standard Specification for Hydrated Lime for Masonry Purposes

ASTM C216	Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale)
ASTM C270	Standard Specification for Mortar for Unit Masonry
ASTM C272	Standard Test Method for Water Absorption of Core Materials for Sandwich Constructions
ASTM C331	Standard Specification for Lightweight Aggregate for Concrete Masonry Units
ASTM C426	Standard Test Method for Linear Drying Shrinkage of Concrete Masonry Units
ASTM C476	Standard Specification for Grout for Masonry
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C516	Standard Specification for Vermiculite Loose Fill Thermal Insulation
ASTM C578	Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation
ASTM E90	Standard Specification for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements

b. American Concrete Institute

ACI-530	Building Code Requirements for Masonry Structures
ACI-530.1	Specification for Masonry Structures

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| c. | IMIAC | International Masonry Industry All-Weather Council: Recommended Practices and Guide Specification for Cold Weather Masonry Construction |
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C. Submittals

- 1) Samples: Prior to installation, submit for approval, samples for each different masonry unit, accessory, and mortar. Show full range of color and texture of masonry units to be used.
- 2) Manufacturer's Data: Prior to installation, submit two (2) copies of the manufacturer's specifications and other data for each type of masonry unit and accessory required including certification that each type complies with the specified requirements.
- 3) Detail Drawings for Special Masonry Work: Submit for approval detail drawings indicating layout of Masonry Work, wherever special Masonry Units and special configurations (other than standard straight line and ninety [90] degree work) are required in the Masonry Work.

D. Product Delivery, Storage, and Handling

- 1) Delivery and Storage: All material shall be delivered, stored and handled in a manner that will prevent damage to structures, inclusion of foreign materials, and damage to materials by water or breakage. Packaged materials shall be delivered and stored in original packages until ready for use. Packages and materials showing evidence of water or other damage shall be rejected. Material shall be stored on planks blocked up, at least eight inches (8") above ground, properly covered with waterproof tarpaulins to protect them from moisture and allowing air to circulate around masonry units. Cementitious materials shall be stored in dry, weather tight, ventilated spaces. Sand shall be stored on plank platforms, maintained in a manner that will afford good drainage and prevent inclusion of foreign materials.
 - 2) Continuity: Arrange deliveries to provide sufficient quantities for continuity of any phase of work. Do not change suppliers or approved brands without specific approval.
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E. Job Conditions

- 1) Protect partially completed masonry against weather, when work is not in progress, by covering tops of walls with strong, waterproof, non-staining membrane. Extend membrane at least two feet (2') down both sides of walls and anchor securely in place.
- 2) Comply with the Recommendations for Cold and Hot Weather Masonry Construction of BIA, NCMA and IMIAC.
- 3) Coordination: Installer must review installation procedures and coordination with other work with the General Contractor and other contractors and subcontractors whose work must be coordinated with the masonry work such as specific requirements relating to placement of inserts and flashing that will be built into the masonry work.
- 4) Keep masonry units dry prior to installation.

2. PRODUCTS

A. Concrete Masonry Units (CMU) as manufactured by Bloques Vega Baja, Empresas NIDCO, PR Road #155, km 62, Pugnado Ward, Vega Baja, Puerto Rico.

- 1) General: Blocks shall be uniform in size and shape and shall have a fine textured and reasonably smooth face. Corner, bull nose, jamb, and beam blocks, lintel blocks and other special units shall be provided as required for details shown on the drawings or to meet job conditions.
 - 2) Concrete Masonry Units (Hollow ASTM C90): Grade N, Type 1 (moisture-controlled), crushed aggregate ASTM C33 for normal weight units nominal face size eight inches by sixteen inches (8"x16") or eighteen inch (18"), width as indicated.
 - 3) Concrete Masonry Units (Solid ASTM C62 and C216): Grade N, Type 1, (moisture-controlled), crushed aggregate ASTM C33 for normal weight units, nominal face size eight inches by sixteen inches (8"x16") or eighteen inch (18"), width as shown (use, where indicated for heavy load bearing walls).
 - 4) 2 hours fire rated Concrete Masonry Units, Classification D-2.
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B. Mortar

- 1) Portland Cement: ASTM C150, Type 1, non-staining, no air entrainment, white, if needed for color match.
- 2) Lime: Hydrated lime, ASTM C207, Type S.
- 3) Sand: ASTM C144.
- 4) Water for Mortar: Shall be clean and free from deleterious amounts of acids, alkaline, or organic materials.
- 5) Waterproofing: Integral waterproofing equal to "Hydrocide Powder" by Sonneborne. Add integral waterproofing to mortar used in exterior walls. Manufacturer's recommendations shall be followed.
- 6) Masonry Cement for Mortar: ASTM Designation C90, approved equal to Brixment, Huron, LeHigh, Atlas (waterproofing included).
- 7) Color of Mortar: Match mortar to existing building.
- 8) Mixes:
 - a) Masonry Mortar, Exterior (except as otherwise indicated): ASTM C270, Type S; approximately three to one to eleven (3:1:11) Portland cement, lime, sand.
 - b) Masonry Mortar, Interior (except as otherwise indicated): ASTM C270, Type N; approximately three to two to fourteen (3:2:14) Portland cement, lime, sand.
- 9) Use same materials and mixing sequence throughout job.
- 10) Retemper within one half (1/2) hour but not at all for colored mortar.

C. Masonry Grout

- 1) Coarse grout conforming to ASTM C476.
- 1) Slump to be eight inches (8") to eleven inches (11").

D. Reinforcing

- 1) Continuous Masonry Wire Reinforcing Ladder design, nine (9) gauge welded steel wire with one and five tenths (1.5) ounces per
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square foot hot-dip zinc coating (after fabrication) for exterior walls, mill-galvanized wire for interior walls, width one and one-half inches (1-1/2") to two (2") less than the wall thickness. Wherever inside backup wythe of exterior wall is CMU, provide wire located for proper embedment at internal face shell of CMU. Provide units prefabricated in straight lengths of not less than ten feet (10'), with matching corner and tee units. Fabricate from cold-drawn steel wire complying with ASTM A82, with deformed continuous side rods and plain cross-rods, crimped where cavity wall construction occurs.

- 2) Reinforcing Bars: ASTM A615, Grade 60.

E. Expansion Joints

- 1) Bond Breaker Strips: Fifteen (15) pound asphalt roofing felt complying with ASTM D226 (at expansion joints and above foundation wall, except as otherwise indicated).

F. Miscellaneous Masonry Anchors

- 1) Concrete and Masonry: Where masonry walls abut any of these materials the masonry subcontractor shall furnish and install galvanized sixteen (16) gauge corrugated steel wall ties seven-eighths inches (7/8") wide. Wall ties shall be securely fastened to existing concrete or masonry, with appropriate fasteners, as approved, located horizontally and vertically two feet (2') on center maximum. Ties shall be long enough to extend a minimum of three inches (3") into full mortar joint (fill hollow cells to provide full mortar coverage).
- 2) Steel Columns: Where masonry walls abut steel columns, the masonry contractor shall furnish and install Hohmann & Barnard Weld-On Ties #359 manufactured from one-quarter inch (1/4") diameter galvanized wire, and Vee Wall Ties manufactured from three-sixteenths inch (3/16") galvanized wire, or equal products as approved. Weld #359 ties two feet (2') on center vertically to columns and install Vee Wall Ties every two feet (2') vertically. Vee Wall Ties shall be long enough to extend a minimum of three inches (3") into full mortar joint (fill hollow cells to provide full mortar coverage).

3. EXECUTION

A. Installation

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- 1) Install (lay) masonry units, in the bond pattern and other special configurations as indicated. (*Bond pattern shall match existing adjacent work except as specifically indicated otherwise).
 - 2) Cut exposed masonry units, where necessary, with a power saw. Avoid the use (by proper layout) of less-than-half-size units.
 - 3) Special Shapes: Provide where shown and where required for lintels, corners, jambs, sash, control joints, headers, bonding, and other special conditions.
 - 4) Do not wet CMU.
 - 5) Bond intersecting walls with masonry units or provide approved anchors spaced two feet (2'-0") on center maximum.
 - 6) Hold uniform joint sizes to match existing walls, or if not required, hold three-eighths inch (3/8") joint sizes.
 - 7) Cut joints flush and tool slightly concave, unless otherwise indicated. Joints not exposed to view need not be tooled.
 - 8) Mix Mortar ingredients for a minimum of five (5) minutes in a mechanical batch mixer. Do not use mortar which has begun to set, or if more than two and one-half (2 1/2) hours has elapsed since initial mixing. No mortar which has attained its initial set shall be re-tempered in any way.
 - 9) Lay hollow concrete masonry units with full mortar coverage on horizontal and vertical face shells; also bed webs in mortar in starting course on footings and foundation walls, and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be reinforced or to be filled with concrete or grout.
 - 10) Remove masonry units disturbed after laying, clean and reset in fresh mortar. Do not pound corners at jambs to fit stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar, and reset in fresh mortar.
 - 11) Reinforce horizontal joints with continuous masonry wire reinforcing, spaced sixteen inches (16") vertically (except spaced eight inches [8"] in first twenty-four inches [24"] immediately above and below openings for a distance of a minimum of two feet [2'] beyond opening). Do not bridge control and expansion joints in the wall system.
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- 12) Anchor ends of walls to structure with anchors spaced two feet (2'-0") maximum, except as otherwise shown.
 - 13) Joints around the perimeter of exterior door frames or other wall openings shall be not less than one-quarter inch (1/4") nor more than three-eighths inch (3/8") wide and shall be cleaned out to a uniform depth of at least three-quarters inch (3/4") and left ready for sealant. Sealant compound and application shall be supplied and placed by the sealant subcontractor as specified in Division 7.
 - 14) Provide recesses for built-in openings in walls for mechanical equipment which will be furnished and set by others. Openings, recesses, etc. shall be made from approved shop drawings of the equipment.
 - 15) Any pointing of joints as may be necessary will be done with mortar as specified. Defective joints shall be cut out and repointed with mortar.
 - 16) Grouting:
 - a) Reinforcing steel shall be secured in place before grouting starts.
 - b) Mortar droppings shall be kept out of grout spaces.
 - c) Vertical cells to be filled shall have a minimum of two inches by three inches (2"x3"), unobstructed cell area.
 - d) Cells containing reinforcing rods shall be grouted full, with maximum four (4) foot lifts. Stop grout two (2) inches below top of block at top of lift to form key.
 - e) Vibrate within one half (1/2) hour.

B. Cleaning

The cleaning operation shall be one (1) of the last phases of the job. Do not start before mortar is thoroughly set and cured.

- 1) Exposed surfaces adjacent to masonry work which have become dirty, spotted with mortar spatter, etc. shall be cleaned down and left uniform in color and texture.
 - 2) Special Cleaning: Where walls are particularly dirty and cannot be
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cleaned satisfactorily as specified above, use "Sure-Kleen" or similar products as approved. Use as directed by manufacturer. Acids are not to be used except for cleaning as specifically approved by the Owner.

- 3) On completion, all surfaces are to be left clean and to the satisfaction of the Owner.

END OF SECTION 04200

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07951 - CAULKING AND SEALANTS

PART 1 – GENERAL

1. DESCRIPTION OF WORK

A. Contract Document conditions and requirements will govern this work.

1. This specification covers the technical requirements for the furnish-in of all labor, supervision, materials, tools, equipment and services necessary for or incidental to the installation and completion of caulking and sealing work in accordance with the drawings and as specified herein.

2. QUALITY ASSURANCE

A. Codes and Standards: Codes, specifications and standards of the latest issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto. In the event of discrepancies between this specification and the codes, specification or standard, the more stringent applicable requirement shall govern.

1. Federal Specifications:

HH-P-117	Packing; Jute, Twisted
TT-C-00598C	Caulking Compound, Oil and Resin Base (COM-NBS) Type (for Building Construction) and Am-1
TT-S-227b	Sealing Compound, Rubber Base, Two and Am-1 Component (for Caulking, Sealing, and Glazing in Building Construction)
TT-S-230a	Sealing Compound, Synthetic-Rubber Base, and Am-1 Single Component, Chemically Curing (for Caulking, and Glazing in Building Construction)

UU-P-270F	Paper, Wrapping, Waxed (Dry)
UU-T-00106D	Tape, Pressure-Sensitive Adhesive, (GSA-FSS) Masking, Paper

2. Occupational Safety and Health Act of 1970 and latest revisions.

- B. Deviations: It is the intent of this specification to establish acceptable standards of quality and performance. Minor deviations in details due to manufacturer's standard shop process will be considered for acceptance provided that, in the opinion of the owner's Representative, the proposed substitutions are equal in quality and performance to the specified material. All deviations shall be called out in writing in the proposal and shall be supported by manufacturer's technical literature and test data.

3. SUBMITTALS

- A. Samples: Submit samples for Owner's approval. Provide a listing of the material and application for each product of each sample. When approved, the finish work shall be equal in all respects to the approved samples.
- B. Manufacturer's Data: Submit two (2) copies of manufacturing specifications and installation instructions for products including accessories.

4. GENERAL REQUIREMENTS

A. Locations To Be Caulked and Sealed

1. It is the intent of this specification that the following locations be caulked or sealed as applicable to provide a weatherproof and dust-proof joint between materials of construction in accordance with the drawings and as generally specified herein.
- B. The following categories of joints shall be caulked and sealed as applicable:
1. Joints between frames of doors and masonry. NOT APPLY
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2. Joints at sills of windows. NOT APPLY
 3. Duct, pipe, and electrical penetrations in exterior walls and as otherwise indicated.

C. Caulking

1. Caulking shall be defined as the application of an oil-based compound designed for joints having very limited movement capability conforming to Federal Specification TT-C-598 and shall be limited to interior usage.

D. Sealing

1. Sealing shall be defined as the application of elastomeric or rubber-based compounds designed for joints having moderate movement capability and for use where exposure to weather is indicated.
2. Generally, sealants shall be used for all exterior work, for specific interior applications where so indicated as sealant, and at the option of the Contractor, for locations where caulking is indicated or specified.

PART 2 - PRODUCTS

1. MATERIALS

- A. General: Materials shall conform to the respective specifications and other requirements herein specified. Caulking compounds and sealants shall be delivered to the jobsite in sealed containers labeled to show the designated name, formula or specification number, lot number, color, date of manufacturing, shelf life, curing time when applicable, and the manufacturer's name and directions for application. Products listed hereafter are acceptable for the type indicated but are not exclusive.

B. Backup Material

1. Backup material shall be one of the following types:
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- a. Closed cell polyethylene foam
Ethafoam SB Sealant Backer (Dow Chemical Company)
Minicel Backer Rod (PRC Product).
 - b. Closed cell sponge of vinyl or rubber Round Joint Filler #89
(Pecora Chemical Corporation).
 - c. Polychloroprene tubes or beads
 - d. Polyisobutylene extrusions
 - e. Oilless dry jute
2. Backup material shall be non-absorbent, non-staining, and shall be compatible with the sealant used. Tube or rod stock shall be rolled into the joint cavity.

C. Bond-Preventive Material

1. Bond-preventive material shall be one of the following, as best suited for the application:
 - a. Polyethylene tape with pressure-sensitive adhesive. The adhesive shall only be required to hold the tape to the construction materials indicated.
 - b. Aluminum foil conforming a Military Specification MIL-A-148.
 - c. Wax paper shall conform to Federal Specification UU-P-270F.

D. Masking Tape

1. Masking tape shall conform to Federal Specification UU-T-106.

E. Caulking Compound

1. Caulking compound shall be limited to interior usage and shall conform to Federal Specification TT-C-598, type I, shall be non-staining, and shall be delivered to the building site in the manufacturer's original sealed packages.
 2. Architectural Caulking Compound (Pecora Chemical Corporation)
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3. Tremco Caulking Compound (Tremco Manufacturing Company)
 4. DAP Architectural Grade Caulk (DAP, Incorporated)

F. Sealing Compounds

1. Silicone Glazing and Curtainwall adhesive and sealant shall be equal or similar to:
 - a. Dow Corning® 983 Silicone Glazing and Curtainwall Adhesive/Sealant is a two-part silicone formulation that cures to a high-modulus elastomeric adhesive/sealant that exhibits structural capability, excellent unprimed adhesion to most common building substrates, consistently non-slump, 12-month shelf life, adjustable cure rate, no lot match of components and easy tooling.
2. Sealing Compounds for exterior usage and where otherwise specified or indicated shall equal or similar to:
 - a. Dow Corning® 790 Silicone Building Sealant is a one-part silicone formulation that cures in the presence of atmospheric moisture to produce a durable, fire-resistant, flexible and ultra-low-modulus silicone rubber building joint seal.
 - b. For all process and GMP areas.
 - i. RTV Silicone Sealant (General Electric)

G. Preformed Sealing Strips (Filler Type)

1. Sealing strip, filler type, shall be a treated type formed urethane strip saturated with a butylene waterproofing material, or an asphalt-impregnated formed polyurethane strip, or a white or light colored, dry untreated type urethane or vinyl with an adhesive on one side. The sealing strip shall be furnished in the proper width to obtain the degree of compression required when installed in the joint.
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- a. Poly-Tite (Sandell Manufacturing Company)
 - b. Bear Vinyl Foam Tape (Norton Tape Division)

H. Preformed Sealant Tape

- 1. Preformed sealant tape shall be a self-adhering, elastomeric polyiso-butylene/butyl tape. Color shall be aluminum-gray, black or bronze as indicated or best suited for the application.
 - a. Eternaflex Butyle Tape (Gibson-Romans Company)
 - b. Extruseal Tape (Pecora Chemical Corporation)
 - c. Tremco 440 Tape (Tremco Manufacturing Company)

I. Primers

- 1. Primers shall not stain the surfaces to be sealed and shall be as recommended by the sealant manufacturer.

J. Rope Yarn

- 1. Rope yarn shall be raveled strands of rope fiber free from tar, oil, and other staining elements, and shall conform to Federal Specification HH-P-117, type I.

PART 3 – EXECUTION

1. SURFACE PREPARATION

A. Preparation for Oil-Based Caulking Compound

- 1. The surfaces of joints to be sealed with caulking compound shall be cleaned of particles of mortar, dust, and other foreign matter and shall be brushed out just prior to caulking. Where necessary to provide a suitable backstop, the joint shall be packed tightly with rope yarn to the depth of the joint as required.
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B. Preparation for Rubber-Based Sealants

1. Concrete, tile, and masonry surfaces in contact with sealant shall be dry, sound and well brushed and wiped dust free. Oil or grease shall be removed with solvents, and surfaces shall be wiped with clean rags. Laitance and mortar shall be removed from the joint cavity. Where a backstop is required, backup material shall be inserted in the joint cavity to the required depth.
2. Steel surfaces in contact with sealant shall be scraped and cleaned of temporary protective coatings, dirt, oil, and grease. When masking tape is used as a protective cover, the tape shall be removed just prior to applying the sealant. Solvents used to remove protecting coating shall be as recommended by the manufacturer of the aluminum work and shall be non-staining.
3. Aluminum surfaces in contact with rubber-based sealants shall be cleaned of temporary protective coatings, dirt, oil, and grease. When masking tape is used as a protective cover, the tape shall be removed just prior to applying the sealant. Solvents used to remove protect-in coating shall be as recommended by the manufacturer of the aluminum work and shall be non-staining.
4. Bond-preventative materials for rubber-based sealants shall be installed on the bottom or back of the joint cavity to prevent the sealant from adhering. The material shall be carefully applied so as to avoid contamination of adjoining surfaces or breaking bond with surfaces other than those required.

2. APPLICATION

A. Application of Oil-Based Caulking Compound

1. The ambient temperature shall be between 40- and 100-degrees F when the compound is applied. Compound shall be gun-applied with a nozzle of proper size to fit the width of joint indicated and shall be forced into grooves with sufficient pressure to expel air and fill the groove solidly. Caulking shall be uniformly smooth and free of wrinkles and shall be left sufficiently convex to result in a flush joint when dry.
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B. Application Of Rubber-Based Sealants

1. The ambient temperature shall be between 40- and 100-degrees F when the sealant is applied.
2. Primer shall be used on concrete masonry units, wood or other porous surfaces in accordance with instructions furnished with the sealant.
3. Paper masking tape shall be placed on the finish surface on one or both sides of a joint cavity to protect adjacent finish surface from sealant smears. Masking tape shall be removed within 10 minutes after joint has been filled and tooled.
4. Joint shall be tooled slightly concave after sealant is installed.
5. When tooling white or light color sealant, a dry or water-wet tool shall be used.

C. Application of Sealer Filler Strips

1. Joints shall be dust free. In concrete or masonry work a primer shall be applied if recommended by the manufacturer. The sealant shall be pre-compressed to less than the joint width and inserted into the joint cavity. Gradual recovery from the compressed state shall allow adequate time for insertion in the joint.

3. CLEANING

- A. The surfaces adjoining the caulked and sealed joints shall be cleaned of smears or other soiling resulting from the caulking and sealing application.
- B. The Contractor shall be responsible for removing all surplus materials, scrap, etc., and leaving the work area in a clean condition.

END OF SECTION 07951

DIVISION 15 - MECHANICAL WORK

SECTION 15010 - GENERAL PROVISIONS

1. GENERAL

- A. The Contractor shall carefully read all the Mechanical Work Requirements that with the following specifications are a part of the Contract.
- B. If the Contractor proposes to furnish equipment and materials from a different manufacturer as specified, prices shall be submitted as alternates in bidding documents.
- C. Bidders, before submitting proposals, shall visit the site and carefully examine and familiarize themselves with existing conditions and difficulties that may affect work under this Part. Submission of a proposal shall be taken as evidence that such careful examination and study of conditions has been made, and any later claims for labor, equipment or materials required because of difficulties encountered, which should have been acknowledged through the examination and study herein required, shall be automatically disclaimed.

2. INTENT

- A. It is the intention of the Specifications and Drawings to call for finished work, tested and ready for operation.
 - B. Any apparatus, appliance, material or work not shown, indicated or called for in the Drawings but mentioned in the specifications, or vice-versa, or any incidental accessories necessary to make the work complete, perfect and safe in all respects, and ready for operation, even if not particularly specified or called for in the drawings, shall be furnished, delivered, and installed by the Contractor without additional expense to the Owner, unless explicitly labeled "Not in Contract" or "NiC" in the Drawings and/or Specifications.
 - C. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work and in the Contractor's estimate, the same as if herein specified or shown in the Drawings.
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- D. With submission of bid, the Contractor shall give written notice to the Engineer of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules or regulations of authorities having jurisdiction; and of any necessary items or work omitted. In the absence of written notice, it is mutually agreed that the Contractor has included the cost of all required items in the proposal, and that he will be responsible for the approved satisfactory functioning of the entire system without extra compensation.
 - E. All equipment and accessories shall be located and installed in such a way as to permit easy access for proper service and maintenance routines.
 - F. Any changes in the location, size, or quantity of materials and equipment to be furnished and installed under this Division, that may be found necessary or convenient in order to adjust to field conditions shall be brought to the attention of the Engineer for his approval prior to proceeding with any such changes.
 - G. For work to be performed under this Division, obtain from the Engineer exact location and installation procedures of gauges, thermostats, thermometers, and any other equipment not definitely located or detailed as to installation in the Drawings.
 - H. The Contractor shall pay royalties and license fees required by law for equipment and work to be furnished and/or installed under this Division and shall defend all suits or claims for infringement of all patent rights saving the Owner harmless from any loss on account thereof.

3. WORK INCLUDED

- A. The work included under this Division of the Specifications shall cover the furnishing of all labor, plant equipment, scaffolding, tools, appliances, and materials, and performing all operations in connection with installing and placing in operation all mechanical systems and services.
 - B. These shall comprise complete ventilating; air conditioning and exhaust systems; potable water; plumbing including potable water supply, and drainage system and its related fixtures and appurtenances; fire protection, sprinklers system, all piping, ductwork, fittings, supports, bases, foundations, insulation, etc., required for above systems; and all automatic and manual instrumentation, appliances, such as valves, cocks, traps, strainers, filters,
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fans, motors, starters, meters, pressure gauges, thermometers, and other such specialty items necessary for the complete installation and proper operation of said mechanical systems and work related thereto, as shown in the drawings and/or described in these specifications. Related work shall conform to requirements set forth in other Divisions of the specifications or in the drawings.

C. Without restriction to the generality of the foregoing, the principal items of mechanical work shall be as follows:

- 1) Complete air conditioning, ventilation, and exhaust systems. Shall include all fans, air handling units, motors, controls, accessories, ductwork, air intakes, air outlets, etc., shown on the drawings or specified.
 - 2) Complete drainage systems, comprising drainage facilities, including fixtures, piping, fittings, and accessories.
 - 3) Complete fire protection system, fire water storage and pumping, connection to pipe system within the project, and interior fire protection supply piping and sprinklers installation, including all necessary accessories.
 - 4) Complete instrumentation and control systems for operation of above-mentioned mechanical systems, including all control panels, instruments, devices, switches, interlocks, connectors, and control-accessories, necessary for complete and operable systems.
 - 5) All electrical motors and drives, and all mechanical auxiliaries required to operate the air conditioning, ventilation and other mechanical systems mentioned hereinabove.
 - 6) Electrical work related to the mechanical and control systems mentioned above, as hereinafter specified or as indicated in the drawings.
 - 7) All excavating, filling, and backfilling, trenching, shoring, and bracing, bailing, and concrete base and foundation work, outside and inside of project main building, required for the installation of underground piping and equipment and machinery bases and foundations, for work
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under this Division, as shown on the drawings and/or as specified hereinafter.

- 8) Coordination with work to be performed under General Construction or Concrete Division for provisions of sleeved openings in concrete slabs, beams and walls for ducts and pipe sleeves to pass through said slabs, beams or walls so affected. Failure to comply shall obligate Contractor in charge of this Division to provide all labor and materials for the necessary cutting through slabs, beams and concrete walls after same have been poured and set.
- 9) Coordination with work to be performed under General Construction or Concrete Division and furnishing of full information as to size and exact location required for roof fan curbs and wall openings.
- 10) Insulation, jacketing, painting, finishing, and identification stenciling (including flow directional arrows), of ducts, piping, and equipment under this Division.
- 11) Setting, installing, adjusting, balancing, and testing all equipment furnished under this Division. Air and water balancing shall be as hereinafter specified.
- 12) Instruction of the designated operating personnel in the proper functioning, operating and maintenance of all systems and equipment installed under this Division.

4. RELATED WORK SPECIFIED UNDER OTHER DIVISIONS

- A. Patching
 - B. Doors, partitions, structural concrete, and masonry work, except equipment bases.
 - C. Temporary electrical service
 - D. Door louvers
 - E. Flashings
 - F. Finish painting, except as hereinafter specified.
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- G. Framed masonry openings including cutting and flashing of roof or wall structures.

5. DEFINITIONS

- A. "Furnish" or "provide" means to supply, erect, install, fit and connect, mechanically and electrically, as necessary, to complete readiness for regular operation of the particular work, piece of equipment or part referred to, except as otherwise specified.
- B. "Piping" includes in addition to pipe, all fittings, valves, hangers, and other accessories relating to such piping and insulation as may be applicable.
- C. "Concealed" means hidden from sight in trenches, chases, furred spaces, shafts, hung ceilings, embedded in construction, or in crawl spaces.
- D. "Exposed" means not installed underground or "concealed" as defined above.
- E. "Approved Equal" means any equipment or material which, in the opinion of the Engineer is equal in quality, durability, appearance, strength, design and performance to the equipment or material specified and will function adequately in accordance with the general design.

6. DRAWINGS AND SPECIFICATIONS

- A. General: The drawings and specifications are to be considered complementary one to the other, so that materials and workmanship indicated, called for, or implied by the one and not by the other shall be supplied and installed as though specifically called for by both. The drawings are to be considered diagrammatic, not necessarily showing in detail or to scale all the minor items.
- B. Drawings
- 1) The drawings are generally diagrammatic and are intended to convey the scope of work and indicate general arrangement of equipment, ducts, conduits piping, fixtures, and accessories.
 - 2) The location of all items shown on the drawings or called for in the specifications that are not definitely fixed by dimensions, are
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approximate only. The exact locations necessary to secure the best conditions and results must be determined at the project and shall have the approval of the Engineer before being installed.

- 3) If directed by the Engineer, the Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.
 - 4) All work must be laid out in the field prior to installation or shop fabrication. Scale measurements taken from drawings shall not be allowed.
 - 5) No work under this Division shall be performed prior to a thorough study of all electrical, architectural and structural drawings, to determine any possible conflict prior to proceeding with laying out of work in the field. Contractor is to be fully familiarized with all building drawings and accompanying specifications and his complete understanding of said drawings and specifications shall be taken for granted unless clarifications are requested in writing prior to undertaking any shop fabrication or construction work.
- C. Discrepancies: In the event of discrepancies or omissions on the drawings and specifications and of discrepancies between plans and specifications or between either of these and any state, municipal or other ordinance, the bidder shall notify the Engineer in ample time to permit revisions before the bids are submitted. In case of discrepancies between plans and specifications that may have gone unnoticed after work is in progress, the contractor shall notify the engineer and request direction.
- D. Laws and Ordinances: All state and municipal ordinances, laws, regulations and codes, and National Fire Protection Association recommendations relating to any and all parts of work, equipment and materials to be furnished under this Division are hereby incorporated and made an indivisible part of these specifications. The Contractor shall notify the Engineer of any work, equipment or materials herein specified which in his opinion might violate any of the above-mentioned dispositions. Any work done under this Division that causes any such violations shall be corrected under this Division without additional cost to the Owner.
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ASHRAE AND SMACNA Standards:

All air conditioning work shall be done in accordance to the latest ASHRAE and SMACNA standards.

ASTM Standards

All materials shall be in accordance to the ASTM standards.

Code for Building Services Piping

All building services piping system shall comply with the latest ASME code for pressure piping B31.9 Building Services Piping.

International Code

All plumbing and mechanical shall be done in accordance with the 2018 International Plumbing and Mechanical Codes and local regulations.

Compliance with the above-mentioned laws, ordinances, codes and regulations does not relieve the Contractor from compliance with the requirements of these specifications and any Contract Documents which may exceed requirements of such regulations without being contrary to them.

7. EXECUTION OF WORK

- A. General: All work performed under this Contract shall be accomplished by experienced personnel in accordance with the recommended practices of the ASHRAE, ASME Code for Pressure Piping, and those of the manufacturers of the equipment and materials installed under this Division. There shall be strict adherence to the code requirements of the National Fire Protection Association, the State Government, and other governing bodies having jurisdiction. The Contractor shall arrange for orderly progress of the work and will be held liable for the work performed by his sub-contractors. All work shall be done in a neat and workmanlike manner and the premises shall be left clean and free of debris.
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B. Equipment and Materials: All equipment and materials used in this installation shall be new, of the best quality, and shall be standard catalog products of the various manufacturers.

C. Shop Drawings, Submission Data and Erection Drawings:

- 1) After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings submissions or for other appropriate action if so indicated in the General Requirements, four copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.
- 2) CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier pertinent data such as catalog numbers and the use for which intended.
- 3) Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop

Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

- 4) ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.
 - 5) ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required herein and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawings or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions included herein before.
 - 6) Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.
 - 7) No equipment shall be put into manufacture until the Engineer has approved shop drawings and/or brochure.
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- 8) Manufacturer's data and shop drawings are required for all items and pieces of equipment, including, but not limited to, the following (4 ea. minimum):
- a) Air Handling Units
 - b) Fans
 - c) Air Filter and Filter Housings
 - d) Motor Control Apparatus
 - e) Pipe Guides, Anchors, Supports, and Hangers
 - f) All valves, including eccentric plug and silent check valves
 - g) Vibration-Isolating and Seismic Control Equipment, including bases, mountings, flexible pipe connectors, and duct connections, resilient hangers, etc.
 - h) Piping Specialties, including strainers, flexible connections, steam traps, etc.
 - i) Local Control Panels Grouping Several Instruments and/or Controls
 - j) Duct, Piping, and Equipment Insulation, including acoustical insulation
 - k) Ductwork
 - l) Air Distribution Devices
 - (1) Grilles, Registers, and Diffusers
 - (2) Opposed Blade Dampers
 - m) Sleeves-material and Location
 - (1) Piping
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(2) Ductwork

- n) Thermometers and Gauges not Mounted on Control Panels
 - o) Access Panels
 - p) Manufacturer's Certificate of Compliance with Specifications for Pipe and Tubing for all Systems
 - q) Air Control Accessories
 - r) Piping
- 9) Manufacturers that, after repetitive requests, fail to submit shop drawings in a manner acceptable to the Engineer shall have their equipment rejected and the Contractor advised to obtain another approved source of supply.
- 10) Erection Drawings: Contractor shall furnish scale drawings of equipment and piping, in plan and elevation, showing clearance and relation of equipment and piping to the space assigned. The Contractor shall furnish drawings showing details of hookup of piping systems. He shall also furnish dimensioned details of duct connections and transitions from fan discharges to duct trunks. Likewise, the Contractor shall submit drawings showing details of any changes that may be necessary in laying out ductwork, electrical power, and control wiring.

D. Layout and Coordination

- 1) All work must be laid out accurately in the field, and any obstructions or conflicts, structural or of any other sort shall be ascertained and circumvented prior to any shop fabrication.
 - 2) Special attention is called to coordination of air devices, and sprinklers with lighting fixtures and any other ceiling installed equipment. Prior to laying out work, a common set of coordinates shall be established in the field among all trades involved, before final coordination prior to shop fabrication or equipment installation is affected. Acknowledgment of the established set of coordinates shall be mandatory for all trades involved before coordination is approved by
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the Engineer, prior to any shop fabrication or equipment installation. Any possible conflict between trades that may be foreseen before installation shall be resolved before laying out work prior to shop fabrication or final installation in the field. If the work to be performed under this Division is installed without coordination with other Divisions, in case of conflict, all necessary changes under this Division to correct the conflict shall be made without extra cost to the Owner.

- 3) Any offsets in piping or ductwork that may be necessary to clear structural obstructions or avoid conflicts, shall be implemented without extra cost to the Owner, after the notification to and approval from the Engineer.
- 4) Bidders, before submitting proposals, shall visit the site and carefully examine and familiarize themselves with existing conditions and difficulties that may affect work under this Division. Submission of a proposal shall be taken as evidence that such careful examination and study of conditions has been made, and any later claims for labor, equipment or materials required because of difficulties encountered, which should have been acknowledged through the examination and study herein required, shall be automatically disclaimed.

- E. Extras: No work involving extra cost shall be started by the Contractor or his sub-contractors before securing written permission from the owner representative.
- F. Permits and Licenses: Obtain all necessary installation permits from any and all bodies and department having jurisdiction over work to be performed under this Division, and pay all fees, therefore. Arrange for inspection and tests of any equipment and/or work under this Division if so, required by local or state authorities, or local service and/or insurance companies having jurisdiction, and pay all charges and fees for same. Pay all costs for and furnish to the Engineer all certificates necessary to ascertain that all work conforms with all applicable regulations.

8. GUARANTEE

- A. The Contractor guarantees by his acceptance of Contract, that all work shall be free from all defects and that all apparatus shall develop capacities and exhibit characteristics as specified.
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- B. Whenever within one (1) year after final acceptance of work, the Contractor is notified in writing by the Owner that any item or equipment, material and/or workmanship has proven defective or does not in any way meet the specification requirements, he shall immediately replace, repair, or otherwise correct the defect or deficiency without cost to the Owner.
 - C. The Contractor also shall replace or repair to the satisfaction of the Owner and Engineer all damage done to the buildings or their contents in consequence of work performed in fulfilling guarantee.
 - D. This article is general in nature and will not operate to waive stipulations of other claims that specify guarantee periods in excess of one year.

9. PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and tools, supplied by him, or by the Owner, and stored or installed on the job site, from loss or damage from all causes, until final acceptance by the Owner.
- B. The Contractor shall be responsible for the protection of finished work from damage or defacement by his operations and must remedy any such injury at his own expense.

10. TEMPORARY OPENINGS

- A. The Contractor shall ascertain, from his examination of the architectural and structural drawings, whether any special temporary openings in the building will be required for the admission of apparatus furnished under his Contract, and he shall notify the Construction Manager accordingly. In the event of failure of the Contractor to give sufficient notice to the Construction Manager in time to arrange for these openings during construction, the Contractor shall assume all costs of providing such openings thereafter.

11. ACCESSIBILITY

- A. All work shall be installed so that all parts required are readily accessible for inspection, operation, maintenance, and repair. Minor deviations from the drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Engineer.
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12. BASES, FOUNDATIONS AND PIERS

- A. All necessary foundations, fixings, bases, and piers for the mechanical equipment shall be provided under this Division. Concrete shall comply with specifications under the "Concrete" Division of the specifications.

13. NAMEPLATES

- A. Each item of scheduled equipment, including controls, shall be identified by a permanently attached nameplate made of black surface; white- core laminated bakelite with incised letters, unless they come with their manufacturer's nameplates.
- B. Nameplates other than those of the manufacturers shall be a minimum of 3" long by 1" wide and shall bear at minimum the equipment name and item number as designated by the drawings. Additional requirements may be required by the individual equipment specifications.

14. SLEEVES

- A. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves having an internal diameter 1" larger than the outside diameter of the pipe and its insulation or conduit.
- B. Sleeves through walls and slabs shall be schedule 40 carbon steel pipes. Sleeves shall be set with ends flush with each face of walls and 6 inches above floor or roof slabs. The space between sleeves and pipe shall be packed with oakum to within 2" of each sleeve end. The remaining space shall be packed and made watertight with silicone. Those on roofs shall extend 12" above the roof deck. Sleeves on firewalls and on floor slabs shall be sealed with 3M Fire Barrier CP 25S/L or 25N/S caulk, installed as per 3M instructions.

15. CLEANING PIPING, DUCTS AND EQUIPMENT

- A. Piping, ducts, and equipment shall be thoroughly cleaned of all foreign substances inside and out before being placed in operation. If any part of a system should be stopped by any foreign matter after being placed in operation, the system shall be disconnected, cleaned, and reconnected wherever necessary to locate and remove obstructions. Any work damaged
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in the course of removing obstructions shall be repaired or replaced when the system is reconnected at no additional cost to the Owner.

16. CLEANING UP

- A. Keep the job site free from accumulation of waste material or rubbish caused by operations as directed in the general requirements; remove materials from the job site and leave the premises in a clean condition.

17. QUIET OPERATION

- A. All equipment and material furnished under this Division shall operate under all conditions of load without any sound or vibration that in the opinion of the Engineer is objectionable. Where sound or vibration conditions arise which is considered objectionable by the Engineer, the Contractor shall eliminate it in a manner approved.

18. TESTS AND ADJUSTMENTS

- A. General: After installation work on each system is completely finished, it shall be tested for satisfactory operation, correct control sequencing and functioning and general performance. All tests shall be performed in the presence of the Engineer and all defects revealed through testing procedures shall be remedied and corrected, and the system under test shall be retested until satisfactory results are obtained.

- 1) Procedure: Notify Owner 72 hours prior to all tests and final adjustments.
- 2) Written report shall be submitted in triplicate to the Owner consisting of procedures and results for each system tested.
- 3) All concealed work shall be tested before work is covered.

B. Tests:

- 1) Scope: These specifications outline testing procedures to be followed at the completion of all plumbing and utility service lines before said lines are put into service. The test pressures and duration of tests as given are understood to be a minimum; the leakage allowances are a maximum.
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- 2) The limits and tests are, in most cases, set forth by local, state, and national codes and in all cases their use shall be mandatory. The specific codes involved are:
 - a) International Plumbing Code – 2018 edition
 - 3) ASME Code for Pressure Piping-Process Piping ASME B31.3 and Building Services Piping ASME B31.9.
 - 4) Qualifications Standard for Welding Procedures, Welders, Brazers, Welding and Brazing Operators, ASME Boiler and Pressure Vessel
 - 5) Concealed Work: In the event any portion of a system is to be covered or concealed, said portion shall be subjected to the appropriate tests and proved tight prior to covering or concealment.
 - 6) Failure to Pass Test: If any system or part thereof does not pass the prescribed tests, it shall be repaired using techniques as outlined in "Repair of Leaks". The system shall then be retested as per the original procedure.
 - 7) Water systems and all other utility systems such as steam and condensate return: All lines, assemblies and components shall be hydrostatically tested and proved tight under a gauge pressure equal to 150% of rated pressure or 100 psig, whichever is greater. Water should be used for the test; in any case, the test medium shall not be over 100°F. Care shall be taken that all air is out of the system prior to actual test. Test pressure shall remain constant for two (2) hours without leaks. The Contractor shall drain and flush the system of water used for hydraulic testing before placing the system in operation, in order to remove all dirt and foreign matter from the piping.
 - 8) Repair of Leaks:
 - a) Welded Joints: Shall be repaired by removing the defective weld metal by chipping, grinding, or gouging and the defective area rewelded following the procedure for the new work. In no case shall repair be attempted by adding additional weld material to the defective area.
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- b) Screwed Joints: Shall be repaired by taking the joint apart and remaking, being sure that both male and female threads are in good condition - parts with defective threads shall be replaced.
 - c) Gasketed joints on drain and pressure lines whether they be mechanical joint, push-on or slip-on shall be repaired by removing and replacing the gasket as recommended by the manufacturer and approved by the Engineer.
 - d) Soldered Joints: Shall be repaired by taking the joint apart cleaning both pipe and fittings and remaking the joint. If silver or other high melting point (over 1000°F) solder has been used, the old fitting shall be cut out of the line and new fittings used for the repair. It may be necessary to use couplings with short pieces of tubing to replace the old tubing.

c. Adjustments

- 1) Control Systems and Interlocks: Once the various systems are ready to be put in operation, the following adjustments and tests shall be performed:
 - a) Control Interlocks: Proper functioning of all electrical interlocks specified shall be ascertained and starting and stopping of equipment shall be verified to take place in the correct sequence as specified.
 - b) Operating Controls: Setting of all thermostats set points shall be scheduled, and differentials adjusted for minimum throttling range consistent with non-hunting operation of the motorized valve and/ or damper under control in each air conditioning unit or system.
 - c) Valves and Strainers: All valves shall be checked for leaks and repacked if necessary and put in perfect condition for operation; all strainers shall be opened and cleaned before final acceptance of installation.
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- d) Final Test: At the conclusion of the work covered by this Contract, the Contractor shall test and demonstrate to the satisfaction of the Engineer that the equipment is operating in accordance with scheduled capacities, fully meets the specifications, and delivers rated output without objectionable noise or vibration, and that all controls are functioning properly. Equipment, instruments, and services required to perform testing shall be the responsibility of the Contractor and shall be furnished by him.
 - e) Running Tests: When so directed by the Owner, any mechanical system under this Division, or any portion of work thereof, after completion and otherwise satisfactorily tested, shall be put in actual operation by the Contractor, for a minimum period of 48 hours continuous service and ascertained to function properly, exhibit all performance characteristics and in all respects with the provisions herein specified and/or indicated in the drawings. Any defects that may become apparent during the course of these running tests shall be remedied by the Contractor, and any adjustments that may be necessary shall be made by him. The running tests do not waive any claims that may arise in relation to the Guarantee that the Contractor must provide, as specified under "Guarantee". During the course of the running tests, the Contractor shall ascertain all piping joints to be absolutely tight under test and caulking of joints or temporary methods of repairing leaks shall not be accepted. Piping found to be not absolutely tight under test shall be broken down and reinstalled until proven tight.

19. STERILIZATION OF WATER SUPPLY SYSTEM NOT APPLY

- a. The new potable water systems including new water mains shall be thoroughly sterilized.
 - b. The method to be followed shall be as follows:
 - 1) The pipe system shall be flushed with clean, potable water until no dirty water appears at the point of outlet.
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- 2) The systems or part thereof shall be filled with a water-chlorine solution containing at least 50 parts per million of chlorine and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water-chlorine solution + containing at least 200 parts per million of chlorine and allowed to stand for 3 hours.
 - 3) Following the allowed standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
 - 4) The procedure shall be repeated if it is shown by a bacteriological examination made by the authority having jurisdiction that contamination still persists in the system.

END OF SECTION 15010

DIVISION 15 - MECHANICAL WORK

SECTION 15050 - BASIC MECHANICAL MATERIALS AND METHODS

1. PIPING SYSTEMS

- A. Furnish and install all piping systems indicated on drawings as hereinafter specified. All pipe, fittings and valves shall be of U.S. manufacture.
 - B. Arrangement: Install and arrange piping approximately as indicated, straight, level, plumb, and as direct as possible; however, pipes shall be sloped as necessary for proper functioning of the system.
 - C. Location: Keep pipes close to walls, slabs, partitions, and ceilings where possible, unless otherwise clearly indicated in the drawings.
 - D. Parallel Pipes: Where several pipes are run together, they shall run parallel and shall be spaced at distances which will permit application of full insulation and access for servicing, unless provisions for pitching the pipes dictate different elevations.
 - E. Grading: Interior horizontal pipes shall be installed to allow maximum headroom.
 - F. Accessibility: Pipes will be installed so as to leave them readily accessible for repairs and maintenance.
 - G. Installation Practices: shall be in accordance with the best standards of the trade. All piping shall be reamed after cutting to remove burrs and rough edges. All piping shall be cleaned free of cuttings and oil prior to installation. All pipelines shall be capped during construction to avoid the entry of foreign materials into the piping.
 - H. Installation of the piping system shall be such as to allow for thermal expansion and contraction while preventing undue stresses and strains on the systems and connected equipment. Contractor shall take proper care that lines will be installed so as to allow proper drainage, avoid trapping of air, and allow for normal expansion movements. Contractor shall be held liable to correct any defects in installation of proper performance of the piping systems under contract.
 - I. Automatic Air Vents shall be furnished and installed at high points as well as other locations where venting of trapped air may be necessary. Also,
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furnish and install low points drains that shall consist of 3/4" globe valves for manual operation. **NOT APPLY**

J. All vent pipes shall be graded so as to free themselves of any water or condensation. **NOT APPLY**

K. Where space permits, all cold and hot water piping shall be installed with a minimum clearance between insulation of 6". **NOT APPLY**

L. Dissimilar metals

- 1) Wherever possible, connections between equipment and piping hangers of dissimilar metals shall be avoided.
- 2) Wherever such a connection or contact between dissimilar metals is to occur, insulate the two different materials using a best quality dielectric insulating material.
- 3) Flanged connections shall be provided with all necessary gaskets, sleeves and washers of insulating material to assure complete isolation of any two different metals.
- 4) Where copper or brass pipe or fittings are to connect to steel or iron piping, provide insulating flanges, bushings, couplings, or unions to preclude contact between the different metals.

M. Strainers: Furnish and install approved strainers ahead of each control valve, pump suction, or as required to protect connected equipment and specialties against plugging by foreign materials (see building services piping specifications section 15100). **NOT APPLY**

N. Fittings

- 1) Elbows: wherever space conditions permit, long radius elbows shall be used to change the direction of piping.
 - 2) Unions and flanges: unions or flanges shall be installed where indicated on the drawings and as necessary to permit convenient disassembly of piping for alterations or repairs; in connection to all equipment, between shut-off valves and equipment.
 - 3) Pipe Reducers: reductions in pipe sizes shall be made with eccentric or concentric pipe reducers, as may be necessary depending upon the function of the pipe. Bushings will not be acceptable.
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O. Valves **NOT APPLY**

- 1) Locations: Valves shall be located and installed as follows:
 - a) Valves shall be located for easy access and operation.
 - b) Stemmed valves shall not be installed with valve stems below the horizontal.

P. Painting **NOT APPLY**

- 1) Interior and outdoor metallic surfaces: All equipment, pipe, hangers, support steel, and other metallic surfaces shall be thoroughly wire brushed or otherwise thoroughly cleaned and given one coat of Mobile Rus-Kil Red Zinc Chromate Primer 10-10 2 mils dry film thickness each, and one finish coat of Mobile Rus-Kil Rust Inhibiting Enamel 1 mil dry film thickness, color to be selected by Owner. The Engineer may waive this painting requirement for equipment interior metallic surfaces if in his opinion said metallic surface has been painted at the factory in manner similar to the herein described one and said paint has not been damaged up to the time of turning the equipment over to the Owner. Stainless steel piping shall not be painted.
- 2) Piping to be insulated shall be finished with primer only prior to the installation of the insulation. Hot piping shall be primed with a heat resistant product.
- 4) Pipe Colors Coding **NOT APPLY**
 - a) All piping shall be coded as per owner requirements for the various services. This requirement applies to all piping not embedded nor underground color coding shall be field coordinated.

Service

Legend Stenciled

Potable Cold Water

CW

Potable Hot Water

HW

Potable Hot Water Return

HWR

- 5) All piping shall be stenciled with the legend outlined on drawing for each service. Letters shall be black 2" minimum height. Legend to appear at each valve, at every branch take-off, on each side of wall
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II. ESPECIFICACIONES TÉCNICAS



Subasta Informal 45-2526-002
Proyecto de Mejoras a la Instalaciones de Unidades de Acondicionadores de
Aire en los Techos de los Edificios de las Oficinas Centrales AMA
Requisición 20834

III. PLANOS





KnuckleHead

Rooftop Strut Support System

KnucklePads protect the roof membrane and reduce movement resulting from equipment vibration and wind

Designed to support metal struts for installation of HVAC equipment and pipelines

Each KnuckleHead is able to support up to 600 lbs.

Matte-finish nylon allows bonding with adhesive

Molded from *GREEN LINK* glass-reinforced nylon resin, which has metal-like properties

Strong, tough, weatherproof, UV stable, impervious to freeze-thaw cycles

Height is adjustable by rotating head – total height ranges from 3.2" - 5" depending on strut size

The Universal Base can be loose laid or attached using adhesive and/or screws to meet seismic and wind uplift conditions

GREEN LINK
ECO-ENGINEERING

269.216.9229 | 888.672.9897 | www.greenlinkengineering.com
5519 East Cork Street, Kalamazoo, MI 49048 USA

A/C Units Photos (Existing)

BUILDING A1



A1 - 1



A1 - 2

A/C Units Photos (Existing)

BUILDING B1



B1 - 1



B1 - 2



B1 - 3

A/C Units Photos (Existing)

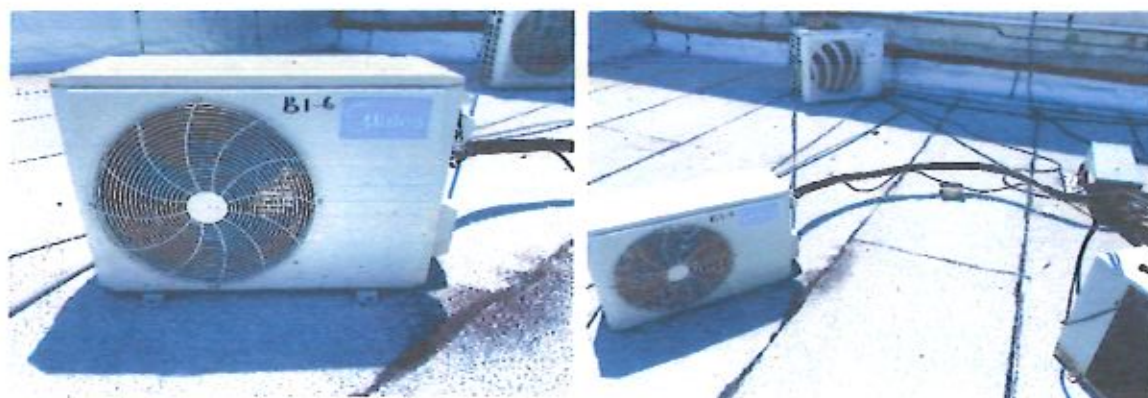
BUILDING B1



B1 - 4



B1 - 5



B1 - 6

A/C Units Photos (Existing)

BUILDING B1



B1 - 7



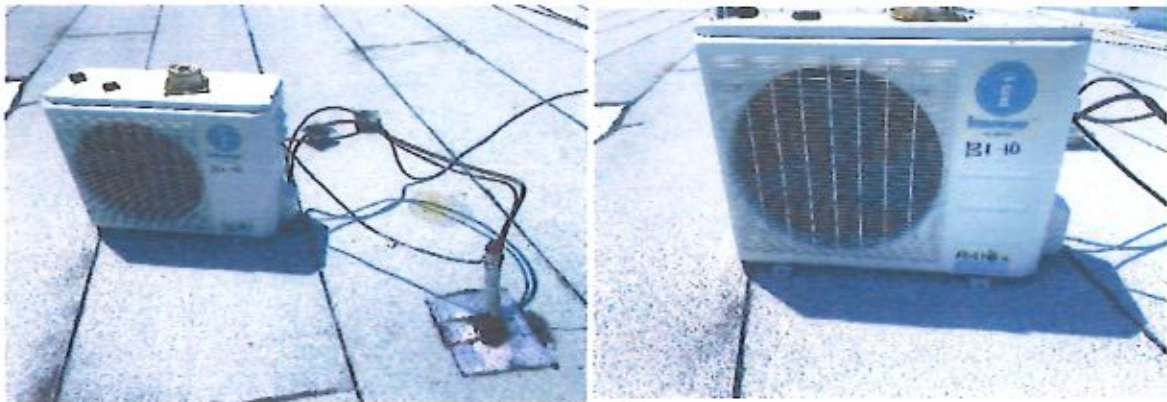
B1 - 8



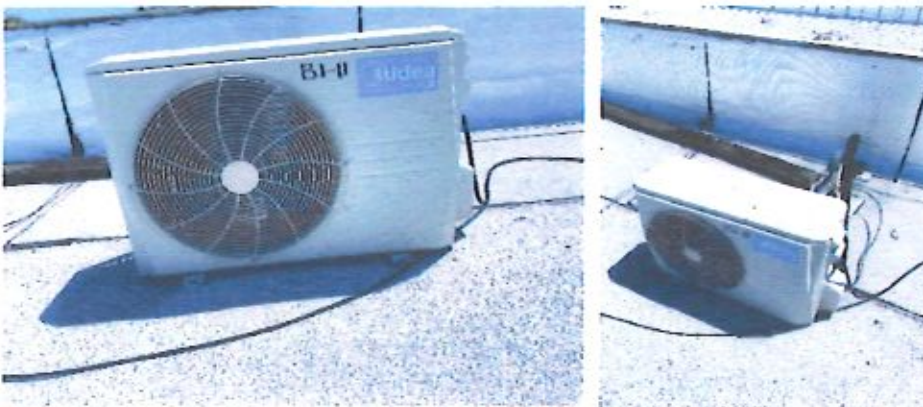
B1 - 9

A/C Units Photos (Existing)

BUILDING B1



B1 - 10



B1 - 11

A/C Units Photos (Existing)

BUILDING B2



B2 - 1



B2 - 2



B2 - 3

A/C Units Photos (Existing)

BUILDING B2



B2 - 4

A/C Units Photos (Existing)

BUILDING B3



B3 - 1

A/C Units Photos (Existing)

BUILDING C1



C1 - 1



C1 - 2



C1 - 3

A/C Units Photos (Existing)

BUILDING C1



C1 - 4



C1 - 5



C1 - 6

A/C Units Photos (Existing)

BUILDING C1



C1 - 7



C1 - 8



C1 - 9

A/C Units Photos (Existing)

BUILDING C1



C1 - 10



C1 - 11



C1 - 12



A/C Units Photos (Existing)

BUILDING C1



C1 - 13



C1 - 14



C1 - 15



A/C Units Photos (Existing)

BUILDING C1



C1 - 16



C1 - 17



C1 - 18

A/C Units Photos (Existing)

BUILDING C1



C1 - 19

A/C Units Photos (Existing)

BUILDING D1



D1 - 1



D1 - 2



D1 - 3

A/C Units Photos (Existing)

BUILDING D1



D1 - 4

A/C Units Photos (Existing)

BUILDING E1



E1 - 1



E1 - 2



E1 - 3

A/C Units Photos (Existing)

BUILDING E1



E1 - 4



E1 - 5



E1 - 6



A/C Units Photos (Existing)

BUILDING E1



E1 - 7



E1 - 8



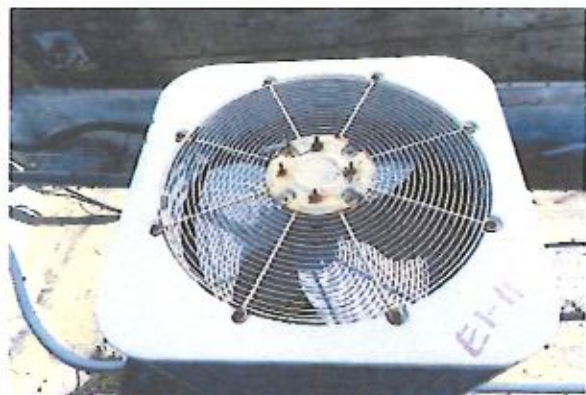
E1 - 9

A/C Units Photos (Existing)

BUILDING E1



E1 - 10



E1 - 11



E1 - 12

A/C Units Photos (Existing)

BUILDING E1



E1 - 13



E1 - 14

A/C Units Photos (Existing)

BUILDING J1



J1 - 1



J1 - 2

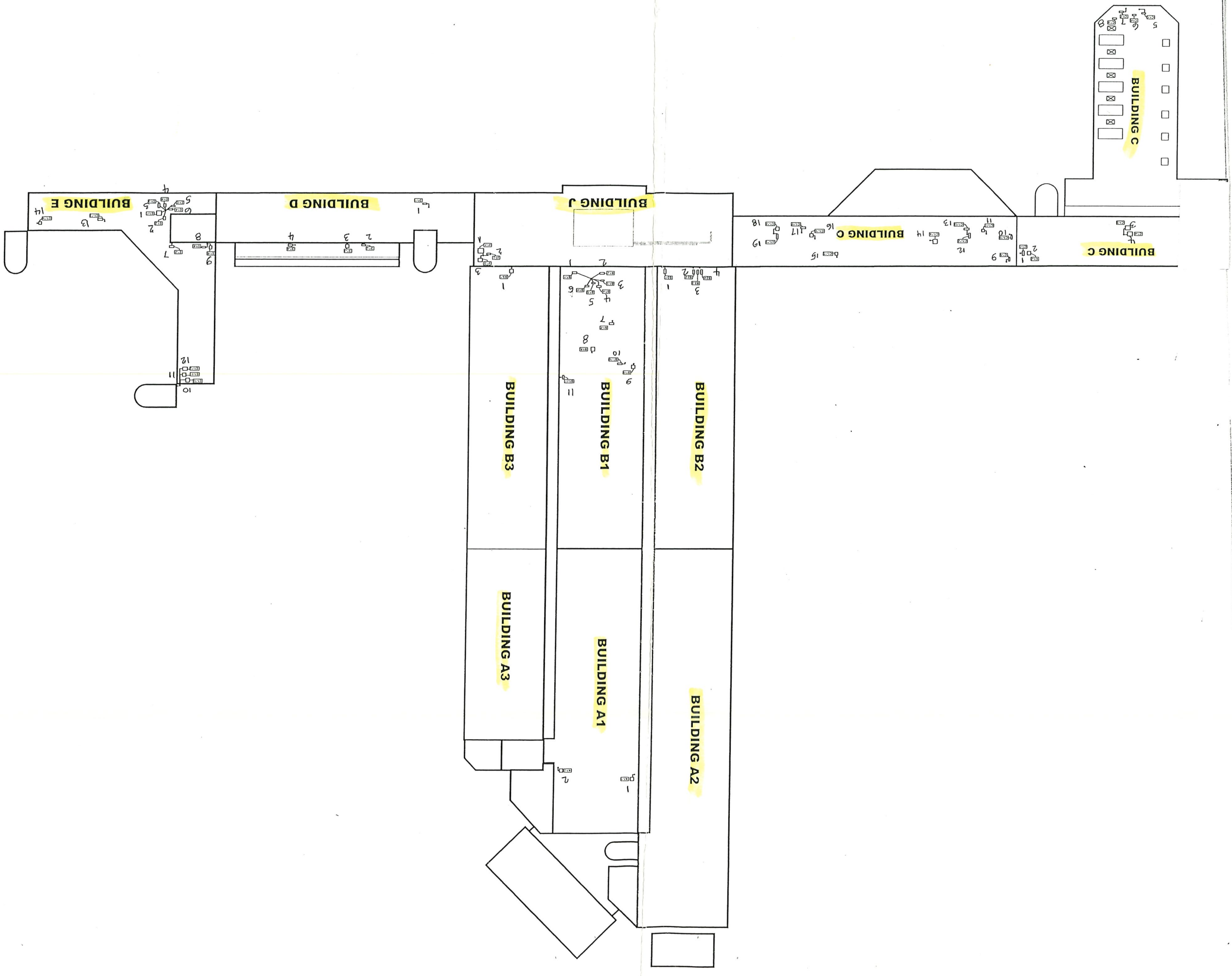


J1 - 3

A/C Units Schedule (Existing)			
#	A/C #	Dimensions	Descriptions
Building A1			
1	A1-1	28" x 28"	
2	A1-2	28" x 28"	
Building B1			
3	B1-1	17" x 38"	
4	B1-2	15" x 28"	
5	B1-3	10" x 31"	
6	B1-4	16" x 38"	
7	B1-5	10" x 31"	
8	B1-6	12" x 34"	
9	B1-7	16" x 38"	
10	B1-8	32" x 32"	
11	B1-9	28" x 28"	
12	B1-10	14" x 36"	
13	B1-11	12" x 32"	
Building B2			
14	B2-1	17" x 38"	
15	B2-2	14" x 34"	
16	B2-3	14" x 36"	
17	B2-4	16" x 38"	
Building B3			
18	B3-1	30" x 30"	DAÑADO, A SER REMOVIDO
Building C1			
19	C1-1	16" x 38"	
20	C1-2	29" x 29"	
21	C1-3	34" x 41"	
22	C1-4	34" x 41"	
23	C1-5	12" x 32"	
24	C1-6	12" x 32"	
25	C1-7	13" x 34"	
26	C1-8	13" x 34"	
27	C1-9	12" x 32"	
28	C1-10	12" x 32"	
29	C1-11	22" x 22"	DAÑADO, A SER REMOVIDO
30	C1-12	15" x 41"	
31	C1-13	15" x 41"	
32	C1-14	36" x 36"	
33	C1-15	24" x 24"	
34	C1-16	28" x 28"	
35	C1-17	15" x 41"	
36	C1-18	29" x 29"	
37	C1-19	15" x 41"	

#	A/C #	Dimensions	Descriptions
Building D			
38	D1-1	12" x 34"	
39	D1-2	12" x 32"	
40	D1-3	28" x 28"	
41	D1-4	15" x 36"	
Building E			
42	E1-1	36" x 40"	
43	E1-2	20" x 38"	
44	E1-3	15" x 36"	
45	E1-4	20" x 28"	
46	E1-5	12" x 32"	
47	E1-6	12" x 32"	
48	E1-7	17" x 39"	
49	E1-8	12" x 32"	
50	E1-9	20" x 28"	
51	E1-10	31" x 31"	
52	E1-11	29" x 29"	
53	E1-12	27" x 38"	DAÑADO, A SER REMOVIDO
54	E1-13	23" x 23"	
55	E1-14	23" x 23"	
Building J			
56	J1-1	38" x 46"	
57	J1-2	12" x 32"	
58	J1-3	29" x 36"	

Total Units:	58
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Subasta Informal 45-2526-002
Proyecto de Mejoras a la Instalaciones de Unidades de Acondicionadores de
Aire en los Techos de los Edificios de las Oficinas Centrales AMA
Requisición 20834

IV. CLÁUSULAS FEDERALES



**FEDERAL TRANSIT ADMINISTRATION CLAUSES
ATTACHMENT**

MATRIX OF FTA THIRD-PARTY CONTRACT CLAUSES

(This matrix does not apply to micro-purchases,¹ 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					<i>Applicable</i>
		<i>Professional Services/A&E</i>	<i>Operations/ Management/ Subrecipients</i>	<i>Rolling Stock Purchase</i>	<i>Construction* (*See Note Below)</i>	<i>Materials & Supplies</i>	√
1.	No Federal government obligations to third parties by use of a disclaimer	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	√
2.	Program fraud and false or fraudulent statements and related acts	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	√
3.	Access to Records	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	√
4.	Federal changes	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	<i>All</i>	√

¹ 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.	Civil Rights (EEO, Title VI & ADA)	All	All	All	All	All	√
6.	Incorporation of FTA Terms	All	All	All	All	All	√
7.	Energy Conservation	All	All	All	All	All	√
8.	Termination Provisions (not required of states)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	√
9.	Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	√
10.	Buy America			>\$150,000	>\$150,000	>\$150,000 (for steel, iron, manufactured products)	√
11.	Provisions for resolution of disputes, breaches, or other litigation	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	>\$150,000 (see Note)	√
12.	Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	√
13.	Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	√
14.	Clean Water	>\$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.	Cargo Preference			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.	Fly America	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.	Davis Bacon Act and Copeland Anti-Kickback Act				Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, >\$2,000 (including ferry vessels)		
18.	Contract Work Hours & Safety Standards Act		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.	Bonding				> \$250,000 (including ferry vessels) or as determined by the Authority and the federal awarding agency.		√
20.	Seismic Safety	A&E for new buildings & additions			New buildings & additions		√
21.	Public Transportation Employee Protective Arrangements		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.	Charter Service Operations		All transit operations contracts involving FTA funding under 49 USC 5307, 5309, 5311 or 5316 funds				
23.	School Bus Operations		All transit operations contracts				
24.	Drug and Alcohol Testing		All transit operations contracts				
25.	Patent and Rights in Data	Research & development					
26.	Special DOL EEO clause for construction projects				>\$10,000		√
27.	Disadvantaged Business Enterprises (DBEs)	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.	Recycled Products (Solid Wastes)		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	√
29.	ADA Access	A&E	All	All	All		√
30.	Veterans Preference	All	All	All	All	All	√
31.	Motor Carrier Safety	All	All	All	All	All	√
32.	Safe Operation of Motor Vehicles	All	All	All	All	All	√
33.	Protection of Sensitive and Personally Identifiable Information	All	All	All	All	All	√
34.	Trafficking in Persons	All	All	All	All	All	√
35.	Tax Liability and Recent Felony Convictions	All	All	All	All	All	√
36.	Construction Site Safety				All		√
37.	Domestic Preferences for	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	
	Procurements						
38.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All	All	√
39.	Bus Testing			All, except minivans			
40.	Pre-Award and Post-Delivery Audit Requirements			All			
41.	FTA Clauses Required when DBE threshold has been met	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

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.

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

Applicability - all contracts

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

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

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

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

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

3. Access to Records and Reports.

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

Applicability – all contracts

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its 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 any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the 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]:

(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.

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

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

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

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

29. ADA Access.

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

Applicability – all contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37; (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35; (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; (6) U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission,

“Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

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

30. Veterans Preference.

Authority – 49 USC § 5325(k), FTA Master Agreement FY 2020 at Section 16(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 Contractor 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.

Subasta Informal 45-2526-002
Proyecto de Mejoras a la Instalaciones de Unidades de Acondicionadores de
Aire en los Techos de los Edificios de las Oficinas Centrales AMA
Requisición 20834

V. ANEJOS



ATTACHMENT A
CERTIFICATIONS

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 the 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.

Signature

Date

Title

Firm

BUY AMERICA PROVISION

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661.

A Buy America Certificate, as per the attached format, must be completed and submitted with the bid. A bid, which does not include the certificate, will be considered non-responsive.

A waiver from the Buy America Provision may be sought by (Recipient) if grounds for the waiver exist.

BUY AMERICA CERTIFICATE FOR STEEL OR MANUFACTURED PRODUCTS

The bidder hereby certifies that it will comply with the requirements of Section 165A of the Intermodal Surface Transportation Efficiency Act of 1991 and the regulations at 49 CFR 661.

Commented [JRA1]: Me parece que esto es limitado a rollingstock. Clarificar.

Signature

Date

Title

Firm

OR

(Sign one of the two)

§ 661.6 Certification requirements for procurement of steel or manufactured products.

If steel, iron, or manufactured products (as defined in [§§ 661.3](#) and [661.5 of this part](#)) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in [§ 661.13\(b\) of this part](#).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of [49 U.S.C. 5323\(j\)\(1\)](#), and the applicable regulations in [49 CFR part 661](#).

Date

Signature

Company

Name

Title

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of [49 U.S.C. 5323\(j\)](#), but it may qualify for an exception to the requirement pursuant to [49 U.S.C. 5323\(j\)\(2\)](#), as amended, and the applicable regulations in [49 CFR 661.7](#).

Date

Signature

Company

Name

Title

LABOR PROVISION

Commented [JRA2]: Solo aplica en el caso de "Laborers and Mechanics". No solicitar en otros tipos de adquisiciones.

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 \$50,000-250,000

**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 are 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 any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Name

Title

Company

ATTACHMENT B

BID PROTEST PROCEDURES

Commented [JRA3]: Tengo duda de que esto aplique, a la luz de 2CFR200.318. FTA solo puede entrar a considerar apelaciones que incidan sobre materia federal.

Commented [JRA4R3]: De hecho, soy del parecer que 2CFR200.318 no es de aplicación a la AMA.

Commented [JRA5R3]: Además, en PR, la impugnación de Subastas está regida por LPAU 2017.

BID PROTESTS

1. FTA REVIEW OF PROTESTS

a. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures.

b. Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative or judicial authorities. Alleged violations of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation. See e.g., Buy America Requirements, 49 CFR Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 CFR Section 23.73.

c. FTA will only review protests submitted by an interested party as defined in paragraph 3, below.

2. REMEDY. FTA's remedy for a grantee's failure to have written protest procedures or failure to follow such procedures is limited to requiring the grantee to develop such procedures, if necessary, and follow such procedures in reviewing the protest at issue, if the grantee desires FTA financial participation in the contract in question. In instances where a grantee has awarded to another bidder or offeror prior to FTA's decision on the protest, FTA may refuse to participate in funding the contract.

3. DEFINITIONS. For the purposes of this Chapter, the following definitions apply:

a. **"Days"** referee to working days of the Federal Government.

b. **"File" or "submit"** refers to the data of receipt by FTA.

c. **"Interested party" means** an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

d. **"Bid"** includes the term "offer" or "proposal" as used in the context of negotiated procurements.

4. TIME FOR FILING.

a. Protestors shall file a protest with FTA not later than five days after a final decision is rendered under the grantee's protest procedure. In instances where that protestor alleges that the grantee failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

b. Grantees shall not award a contract for five days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph h. After five days, the grantee shall confirm with FTA that FTA has not received a protest on the contract in question.

5. SUBMISSION OF PROTEST TO FTA.

a. Protests should be filed with the appropriate FTA Regional Office with a concurrent copy to the grantee.

b. The protest filed with FTA shall:

(1) Include the name and address of the protestor.

(2) Identify the grantee, project number, and the number of the contract solicitation.

(3) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.

(4) Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

6. GRANTEE RESPONSE.

a. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The grantee shall instruct all who receive such notice that they may communicate further directly with FTA.

b. The grantee shall submit the following information not later than ten days after receipt of notification by FTA of the protest:

(1) a copy of the grantee's protest procedure:

(2) a description of the process followed concerning the protestor's protest; and

(3) any supporting documentation.

c. The grantee shall provide the protestor with a copy of the above submission.

7. PROTESTOR COMMENTS. The protestor must submit any comments on the grantee's submission not later than ten days after the protestor's receipt of the grantee's submission.

8. WITHHOLDING OF AWARD. When a protest has been timely filed with the grantee before award, the grantee shall not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless the grantee determines that:

- a. The items to be procured area urgently required;
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

In the event that the grantee determines that the award is to be made during the five day period following the local protest decision or the pendency of a protest, the grantee shall notify FTA prior to making such award. FTA will not review the sufficiency of the grantee's determination to award during the pendency of a protest prior to FTA'S bid protest decision. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

9. FTA ACTION. Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

FTA Act Section 9 (g) (2). Finally, Section 3 (a) (2) (C) prohibits the use of any grant or loan funds to support procurements using exclusionary or discriminatory specifications.

Such discretion is necessary with limited preaward and bid protest review to assure compliance with procurement requirements and standards. The discretion should also assist grantees by reducing FTA's presence in individual procurements and, where called for, limiting review to a specific issue, thereby minimizing the effort needed for a full-scale compliance review.

e. Bid protest procedures. FTA substantially limits its review or bid protests under this circular. In accordance with the Federalism Executive Order, most protest issues are best resolved at the State and local level. Thus, FTA now only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures or violation of Federal law or regulation. Interested parties must have the opportunity to present their concerns to the grantee and grantees must have a formal, written process for considering such concerns.

Interested parties that disagree with the grantee's decision then have a formal record with which to proceed to a State or local administrative or judicial authority. If grantees have an appropriate protest process and follow such process, extensive FTA involvement in bid protests is unnecessary.

In accordance with this reduced FTA role, the remedy for a grantee's failure to have or follow its protest procedures is simply to require the grantee to do so, if it desires Federal financial assistance for the contract in question. Consistent with the reduced circumstances of FTA review, the circular also streamlines the review procedure.

f. Grantee Procurement Requirements and Standards. In addition to the major changes reducing FTA's involvement in grantee third party procurement, the circular sets forth Federal requirements applicable to such procurements in Chapter I. The paragraph essentially sets forth the procurement provisions of OMB Circular A-102, making several modifications and additions needed to address special characteristics of the FTA grant program.

Paragraph I-1 delineates the grantee procurements that are subject to the Federal requirements and standards. It clarifies, for grantees receiving operating assistance, that the provisions apply to.

PROTESTS

POLICIES

General

Protesting bidders must submit any protests within five working days (ten working days for competitive negotiation contracts) following the notice of recommended award. No protests received after the fifth working day (or tenth working day in the case of a competitive negotiation contract) will be considered. All protests received from bidders (a "protesting bidders") will be directed to the Director, Purchasing Bureau.

Supported by MBA staff and its consultants and legal counsel, the Director, Purchasing Bureau will submit recommendations in writing to the President and General Manager (P & GM) for review and decision. The P & GM reviews the MBA and consultant's comments and recommendations and renders a final decision in writing. The decision of the P & GM will be final and not subject to appeal.

PROCEDURES

Processing of Protests

- | | | |
|-----------------------------|----|---|
| Director, Purchasing Bureau | 1. | Receives protest and justification for the protest. Distributes copies to contracts staff, legal counsel, program director and appropriate MBA and consultant technical staff for review and consideration. |
| | 2. | Notifies recommended bidder and supplies it with a copy of the protest and justification, for comment. Coordinates review of protest. Reviews protest and evaluates its validity. |
| Purchase Awards Board | 3. | Review protest justification and prepare evaluation and recommendation comments. Prepare evaluation recommendation summary. Submit to Director Purchasing Bureau for handling. |
| Director, Purchasing Board | 4. | Submits evaluation recommendation to P & GM for review. |
| P & GM | 5. | Review and evaluate protest, protest evaluation and recommendation summary. |
| | 6. | Renders decision. The decision of the P & GM is final and not subject to appeal. |
| | 7. | In all cases: |

- if the decision is to reject the protest, authorizes award of the contract to proceed.
- if the decision is to sustain the protest, directs the Director, Purchasing Bureau to reopen evaluation of bids and responsiveness and responsibility of bidders.

Director, Purchasing
Bureau

8. Notifies protesting bidder and recommended bidder of the P & GM decision and the consequences of that decision under this policy. Where Federal Funds are involved, MBA will not award a contractor five days following its decision on a bid protest, except in accordance with the provisions and limitations in the paragraph below. After five days, MBA will confirm with FTA that FTA has not received a protest on the contract in question.

Withholding Award

When a protest has been timely filed with the MBA before award, MBA will not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA during the pendency of that protest, unless the MBA determines that:

‰ The items to be procured are urgently required:

‰ Delivery or performance will be unduly delayed by failure to make the award promptly; or

‰ Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.

In the event MBA determines that the award is to be made during the five days period following the local protest decision or the pendency of a protest, MBA will notify FTA prior to making such award. If the decision is made to award during this time, it should be recognized that FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

ATTACHMENT C
DBE APPLICATION FORM AC-5716

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

49 C.F.R. PART 26

Commented [JRA6]: ¿Quién tiene el Plan Trienal de metas para DBEs?

Commented [JRA7R6]: Me da la impresión que esto se limita a transit vehicle manufacturers.

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/index/tableofsize.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 type="checkbox"/> SDB	⊗ STOP! 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.

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? <input type="checkbox"/> Yes, on ___/___/___ <input type="checkbox"/> 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 type="checkbox"/> Yes <input type="checkbox"/> No		⊗ STOP! 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Year _____</td> <td style="width: 33%;">Total receipts \$ _____</td> <td style="width: 33%;"></td> </tr> <tr> <td>Year _____</td> <td>Total receipts \$ _____</td> <td></td> </tr> <tr> <td>Year _____</td> <td>Total receipts \$ _____</td> <td></td> </tr> </table>			Year _____	Total receipts \$ _____		Year _____	Total receipts \$ _____		Year _____	Total receipts \$ _____	
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: Another 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												
(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												
(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: none; margin-top: 5px;"> <tr> <th style="text-align: left; width: 15%;"><u>Name</u></th> <th style="text-align: left; width: 40%;"><u>Address</u></th> <th style="text-align: left; width: 45%;"><u>Type of Business</u></th> </tr> <tr> <td style="padding-top: 5px;">1. N/A</td> <td></td> <td></td> </tr> <tr> <td style="padding-top: 5px;">2.</td> <td></td> <td></td> </tr> <tr> <td style="padding-top: 5px;">3.</td> <td></td> <td></td> </tr> </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> : <table style="width: 100%; border: none; margin-top: 5px;"> <tr> <th style="text-align: left; width: 15%;"><u>Name</u></th> <th style="text-align: left; width: 20%;"><u>Relationship</u></th> <th style="text-align: left; width: 20%;"><u>Company</u></th> <th style="text-align: left; width: 25%;"><u>Type of Business</u></th> <th style="text-align: left; width: 20%;"><u>Own or Manage?</u></th> </tr> <tr> <td style="padding-top: 5px;">1.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding-top: 5px;">2.</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					<u>Name</u>	<u>Relationship</u>	<u>Company</u>	<u>Type of Business</u>	<u>Own or Manage?</u>	1.					2.				
<u>Name</u>	<u>Relationship</u>	<u>Company</u>	<u>Type of Business</u>	<u>Own or Manage?</u>															
1.																			
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 (street and number): City: State: Zip:		
(5) Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	(6) Ethnic group membership (Check all that apply): <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 (specify) _____	
(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:	Type	Dollar Value		
(3) Percentage owned:		Cash	\$		
(4) Familial relationship to other owners:		Real Estate	\$		
		Equipment	\$		
		Other	\$		
(5) Shares of Stock:	Number	Percentage	Class	Date acquired	Method Acquired
(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 (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)? <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? (Use and attach the Personal Financial Statement form at the end of this application; attach additional sheets if more than one owner is applying)
(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 (attach additional sheets if needed):

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
(1) Officers of the Company	(a)				
	(b)				
	(c)				
	(d)				
	(e)				
(2) Board of Directors	(a)				
	(b)				
	(c)				
	(d)				
	(e)				

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

(11) Do any of the people 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, _____, marital status _____,

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)					
Signature:			Owner/Title:		
PERSONAL FINANCIAL STATEMENT			As of _____, 20		
ASSETS		LIABILITIES			
(Omit Cents)		(Omit Cents)			
Cash on hand & in Banks.....	\$ _____	Accounts Payable	\$ _____		
Savings Accounts	\$ _____	Notes Payable	\$ _____		
IRA, 401K, S.E.P., Keogh, or other		(Describe in Section 1)	\$ _____		
Retirement Account	\$ _____	Installment Account (Auto)			
Accounts & Notes Receivable	\$ _____	Mo. Payments \$ _____	\$ _____		
Life Insurance – Cash Surrender		Installment Account (Other)	\$ _____		
Value Only	\$ _____	Mo. Payments \$ _____			
(Complete Section 7)		Loan on Life Insurance	\$ _____		
Stocks and Bonds	\$ _____	Mortgages on Real Estate	\$ _____		
(Describe in Section 2)		(Describe in Section 3)			
Real Estate	\$ _____	Unpaid Taxes	\$ _____		
(Describe in Section 3)		(Describe in Section 5)			
Automotive –Present Value	\$ _____	Other Liabilities			
Other Personal Property	\$ _____	(Describe in Section 6)	\$ _____		
(Describe in Section 4)					
Other Assets	\$ _____				
(Describe in Section 4)					
Total Assets.....	\$ _____	Total Liabilities	\$ _____		
		Net Worth (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, _____, 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

Subasta Informal 45-2526-002
Proyecto de Mejoras a la Instalaciones de Unidades de Acondicionadores de
Aire en los Techos de los Edificios de las Oficinas Centrales AMA
Requisición 20834

VI. HOJA DE OFERTAS



HOJA DE OFERTAS

UBASTA INFORMAL 45-2425-007 MEJORAS A LA INSTALACION DE UNIDADES DE ACONDICIONADORES DE AIRE EN LOS TECHOS DE LOS EDIFICIOS DE LAS OFICINAS CENTRALES

Nombre de la Empresa:

Nombre del Representante Autorizado:

Dirección Postal:

Teléfono:

Correo Electrónico:

Número de Licitador (RUL)*:

PARTIDA	DESCRIPCIÓN	UNIDAD	CANTIDAD	COSTO UNITARIO	COSTO POR PARTIDA
1	Edificio A1 Relocalizacion de tuberia de refrigeracion y cables electricos	EA	2	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
2	Edificio A1 Fabricacion de bases,perforacion y sellado del techo	EA	2	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
3	Edificio A1 Instalacion de pump up para la base y sellado	EA	2	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
4	Edificio B1 Relocalizacion de panel electrico y tuberias	EA	11	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
5	Edificio B1 Fabricacion de bases, perforacion y sellado del techo	EA	11	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				

	Término de Entrega:				
PARTIDA	DESCRIPCIÓN	UNIDAD	CANTIDAD	COSTO UNITARIO	COSTO POR PARTIDA
6	Edificio B1 Relocalizacion de tuberia de refrigeracion y cables electricos	EA	11	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
7	Edificio B2 Reparacion del sistema electrico y corridas electricas	EA	4	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
8	Edificio B2 Fabricacion de bases, perforacion y sellado del techo	EA	4	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
9	Edificio B2 Relocalizacion de tuberia de refrigeracion y cables electricos	EA	4	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
10	Edificio B3 unidad dañada a ser removida	EA	1	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
11	Edificio C1 Relocalizacion de tuberia de refrigeracion y cables electricos	EA	18	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				

	Término de Entrega:				
PARTIDA	DESCRIPCIÓN	UNIDAD	CANTIDAD	COSTO UNITARIO	COSTO POR PARTIDA
ARCHITECTURE					
12	Edificio C1 Fabricacion de bases, perforacion y sellado de techo	EA	18	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
13	Edificio C1 Instalacion de pump up para base y sellado	EA	18	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
14	Edificio C1 Unidad a ser removida	EA	1	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
15	Edificio D Reparacion del sistema electrico y corridas electricas	EA	4	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
16	Edificio D Fabricacion de bases, perforacion y sellado del techo	EA	4	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				

PARTIDA	DESCRIPCIÓN	UNIDAD	CANTIDAD	COSTO UNITARIO	COSTO POR PARTIDA
17	Edificio D Relocalizacion de tuberia de refrigeracion y cableria electrica	EA	4	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
18	Edificio E Reparacion del sistema electrico y su cableria	EA	13	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
17	Edificio E Fabricacion de bases, perforacion y sellado de techo	EA	13	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
19	Edificio E Relocalizacion de la tubería de refrigeracion y cableria electrica	EA	13	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				

PARTIDA	DESCRIPCIÓN	UNIDAD	CANTIDAD	COSTO UNITARIO	COSTO POR PARTIDA
20	Edificio E Unidad a ser removida	EA	1	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
21	Edificio J Relocalizacion de la tuberia de refrigeracion y cableria electrica	EA	3	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
22	Edificio J Fabricacion de bases, ducto tipo cuello de ganso para la tuberia	EA	3	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
23	Edificio J Instalacion de pump up para base y sellado	EA	3	\$	\$
	Especificaciones:				
	Términos y Condiciones:				
	Garantía:				
	Término de Entrega:				
Oferta				\$	

Precio Adjudicación \$

Si opta por no someter oferta, indique la justificación si desea ser considerado en futuras ocasiones.



Instrucciones:

- 1 Para cada partida, incluya una breve descripción del bien (incluyendo marca) o servicio solicitado por la AMA para el cual desea someter oferta.
- 2 Indique la unidad y la cantidad ofrecida, así como el costo unitario y el costo unitario en los respectivos campos.
- 3 Multiplique el costo unitario por la cantidad ofrecida y colóquelo en la columna de "costo por partida".
- 4 En la línea de "Especificaciones", describa las características de forma, función o utilidad del bien ofrecido, o alcance de trabajo del servicio no profesional ofrecido. Añada páginas adicionales de ser necesario.
- 5 En la Línea de "Términos y Condiciones", indique si acepta aquellos establecidos en las instrucciones de esta subasta formal. Añada páginas adicionales de ser necesario.
- 6 Coloque el término de cobertura de "Garantía". En la columna de unidad, indique si son meses o años, y en la columna de cantidad, el número.
- 7 En la línea de "Término de Entrega", exprese la unidad (horas, días, meses) y el número bajo la columna de cantidad.
- 8 Recuerde indicar si existe alguna información confidencial o que deba permanecer protegida.
- 9 Al firmar este documento, y someterlo ante la consideración de la AMA, el representante autorizado de la empresa certifica que esta oferta es final y firme.
- 10 Recuerde proveer certificación en caso de reclamar exclusividad de un bien o servicio no profesional.

Firma:



Indique si esta es una oferta que enmienda alguna otra sometida previamente.

* En caso de no poseer certificación del RUL, siga las instrucciones dispuestas en la Sección R de las instrucciones de la subasta.