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**COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
PUERTO RICO INTEGRATED TRANSIT AUTHORITY**



AUTORIDAD DE
TRANSPORTE INTEGRADO

REQUEST FOR PROPOSALS

**TECHNICAL OVERSIGHT
SUPPORT SERVICES**

(RFP NO. 16-001)

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PUERTO RICO INTEGRATED TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

TECHNICAL OVERSIGHT SUPPORT SERVICES

The Puerto Rico Integrated Transit Authority (“**PRITA**”) requests proposals from qualified firms, with expertise in the management, evaluation, and oversight of (i) bus, ferry, heavy rail services, and (ii) the rules and regulations of the United States Department of Transportation’s Federal Transit Administration (“**FTA**”).

Interested parties are thus invited to submit proposals in accordance with the guidelines described throughout this Request for Proposals: *Technical Oversight Support Service* (RFP No. 16-001) (the “**RFP**”), on or before October 7, 2016, at 3:00 p.m. AST (the "**Proposal Due Date**"). A non-mandatory pre-bid conference and site visit will be held on September 15-16, 2016, at 8:00 a.m. AST, at PRITA’s Office, located at #24 Road PR-21, Guaynabo, Puerto Rico.

Copies of the RFP can be picked up at PRITA’s offices, located at #24 Road PR-21, Guaynabo, Puerto Rico, or by email request to info@ati.pr.gov.

PRITA is an equal opportunity employer and does not discriminate on grounds of sex, race, age, national origin, religious beliefs, marital status, veteran status or disability. PRITA reserves the right to cancel this solicitation at any time without penalty.

The contract award to the successful firm is subject to financial assistance grants from the FTA. The proposal process and the performance of requested services will be in accordance with the guidelines and regulations of the FTA “Third Party Contracting Guidelines”, FTA Circular 4220.1F, and shall comply with 23 U.S.C. § 112 (b)(2)(A) and 23 C.F.R. § 172.3. All other applicable federal, state and local laws and regulations will apply.

Cordially,

Eng. Miguel A. Torres Díaz
Secretary
Department of Transportation
and Public Works

Eng. Alberto M. Figueroa Medina, PhD
Executive Director
Puerto Rico Integrated Transit Authority

1. Background.

1.1. PRITA’s Creation.

PRITA was created by Law 123-2014 on August 2014. The law went into effect on October 29, 2014, when the first meeting of PRITA's Board of Directors was conducted with the designation of the Executive Director and three other executive officers. The law establishes a new single mass transit agency for Puerto Rico, under the umbrella of the Puerto Rico Department of Transportation and Public Works (“DTPW”). The law provides for the merger of the Puerto Rico’s Maritime Transportation Authority (by its acronym in Spanish, “ATM”) and the Metropolitan Bus Authority (by its acronym in Spanish, “AMA”), and the transfer of the Tren Urbano (“TU”) mass transit program of the Highway and Transportation Authority (by its acronym in Spanish "ACT"). The functioning administrative arm of the ACT for the TU mass transit program is called locally the “*Alternativa de Transporte Integrado*” (“ACT-ATI”).

PRITA was created to reduce redundancy and complexity in the decision-making processes associated with the planning, management, and operation of the public transit systems. Figure 1 provides the current DTPW organizational structure for transit operations and services. The law requires that appropriate federal approvals be obtained prior to PRITA's takeover of the transit assets and operations. After federal approvals are achieved, all transit operations will be under the purview of PRITA, the legal corporative entities of AMA and ATM will be extinguished, and ACT will dedicate its operations exclusive to the highway program.

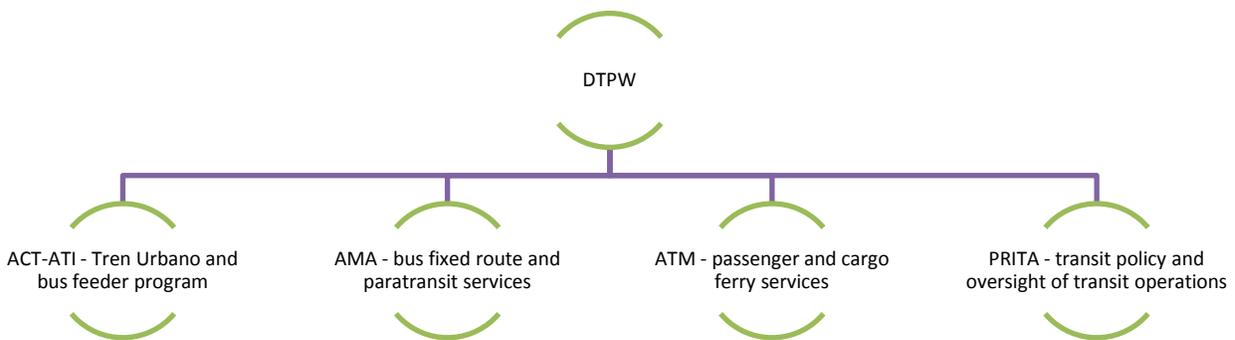


Figure 1 The current DTPW organizational structure for transit operations and services

PRITA’s budget for the fiscal year 2017, that went into effect on July 1, 2016, included state funds allocations for ATM and AMA. For budgetary purposes, ATM and AMA are being maintained as subsidiaries until federal approvals of the transfer of transit assets and programs to PRITA are received. The implementation within PRITA of an administrative shared-services structure for AMA, ATM, and ACT-ATI has started and is ongoing.

1.2. Certain PRITA Goals.

Operations and Maintenance Outsourcing of Transit. There are current plans being implemented for the outsourcing of the operations and maintenance (“O&M”) activities for both the ferry and

bus services, which procurements will be through the Public Private Partnerships Authority and PRITA, respectively. Two other transit services are already contracted to O&M third party providers: the TU and its bus feeder service, locally called *Metrobus*, *Metro Urbano*, and *TU Conexión*. The O&M contract negotiation to a new third-party provider ACI-Herzog for a 15-year period is currently in progress for the TU heavy rail system. The O&M activities for the TU bus feeder program are contracted to the third-party provider First Transit. The expectation for all the three transit modes is that the new O&M contracts for the management of rail, ferry, and bus services will be established in 2016. The goal in outsourcing transit operations and maintenance services is the improvement of the user transit experience in a cost effective manner. Outsourced operators will be managed according to performance metrics and contract conditions that PRITA will provide.

Commitment to Technical Capacity Growth through PRITA. In addition to this future of outsourced transit operations, the DTPW has also sought to boost oversight of transit contractors and operators across the transit portfolio. This approach culminated in the creation of PRITA for the purposes of centralizing the oversight of state-owned transit services in Puerto Rico. The Commonwealth's efforts to improve transit technical capacity will be handled through PRITA. PRITA will work with the FTA to address any identified gaps in technical capacity oversight.

Deep Engagement with Federal Agencies and Technical Experts. Transit agencies ATM, AMA, and ACT are currently federal grantees/sub-grantees with the FTA. As part of its oversight, the FTA has been a regular participant and reviewer of transit operations, policies, procedures, and spending of the ferry, bus, and rail services on a monthly and quarterly basis over the last decade. The FTA's oversight includes United States federal government staff, as well as subject matter experts in each mode of transit and finance and accounting expert consultants. The FTA has created a review process to measure transit agency operational and financial performance and improvements. These activities are expected to continue over the near and long term for transit in Puerto Rico. PRITA leadership and technical experts will play a key role in applying federal requirements to oversight and management of transit operations, maintenance and financial management.

Grantee Status with FTA. PRITA is required by Law 123-2014 to seek and attain federal grantee status as an agency to permit the merger of the transit authorities and the transfer of the mass transit assets owned by AMA, ATM, and ACT-ATI. PRITA has created extensive documentation to support this application and seeks to enhance its current technical capacity and documentation through the addition of technical consultant resources and work product via this RFP.

2. Abbreviations and Definitions.

For the purpose of this RFP, the following abbreviations and capitalized terms have the meanings set forth below. Additional abbreviations and capitalized terms are defined in context.

2.1. Abbreviations.

ACT	Highway and Transportation Authority
ACT-ATI	Alternativa de Transporte Integrado

AMA	Metropolitan Bus Authority
ATM	Maritime Transportation Authority
BAFO	Best and Final Offer
DBE	Disadvantaged Business Enterprise
DOT	United States Department of Transportation
DTPW	Puerto Rico Department of Transportation and Public Works
FTA	Federal Transit Administration
PRITA	Puerto Rico Integrated Transit Authority
RFP	Request for Qualifications and Proposals
SOP	Standard Operating Procedure
TU	Tren Urbano

2.2. Definitions.

“**Addenda**” means supplemental additions, deletions and modifications to the provisions of the RFP after its initial issuance.

“**Best and Final Offer**” or “**BAFO**” means a supplement or revision to the Proposal submitted at the request of PRITA allowing a responsive Proposer determined to be in the Competitive Range the opportunity to clarify its initial Proposal and/or submit additional information requested by PRITA. A request for Best and Final Offer follows Discussions between PRITA and those Proposers in the Competitive Range.

“**Bid Bond**” means the deposit or bond required to be provided by the Proposer or its insurer, together with its Proposal, as a guarantee that it will formalize the Contract if awarded.

“**Clarifications**” means written exchanges of information between a Proposer and PRITA during the Proposal solicitation and evaluation process to address ambiguities, omissions, errors or mistakes and clerical revisions in Proposals.

“**Commonwealth**” means the Commonwealth of Puerto Rico.

“**Communications**” means written exchanges between PRITA and Proposers, after receipt of the Proposals, leading to the establishment of the Competitive Range.

“**Competitive Range**” means the list of the most highly rated Proposals, based on initial Proposal ratings, that have a reasonable chance of being selected.

“**Contract**” means the written agreement(s) between PRITA and the successful Proposer(s) setting forth the parties' obligations.

“**Contractor**” means the Proposer that enters into the Contract with PRITA pursuant to this RFP.

“**Discussions**” means written or verbal exchanges taking place after the establishment of the Competitive Range with the intent of allowing the Proposer to revise its Proposal and/or submit a BAFO.

“Performance Bond” means the deposit required to be provided by the Contractor or its insurer to ensure faithful compliance with all conditions of the Contract.

“Proposal” means a Proposer's offer (in response to the RFP) for the performance of services set out herein, as executed and submitted in the prescribed format and on the prescribed forms for the applicable Work Group. The Proposal includes both the Technical Proposal and the Cost Proposal.

“Proposer” means an entity submitting a Proposal in response to this RFP.

“Request for Proposals” or **“RFP”** means a written solicitation issued by PRITA seeking Proposals to be used to identify the Proposer offering the best value to PRITA with respect to the scope of services set out herein.

“Work Group” means those services based on the role and general description of such services, as further set out in Section 3 (Scope of Work; Term of Contract).

“Work Group Proposal” means a Proposal for a specific Work Group.

3. Scope of Work; Term of Contract.

This Section 3 (Scope of Work; Term of Contract) identifies the requirements of PRITA for the technical oversight support contractors, who will provide supplier/contractor assistance in tasks associated with the management, evaluation, and oversight of bus, ferry, and heavy rail services on the islands of Puerto Rico and the rules and regulations of the FTA. The oversight capacity includes the bus fixed routes and complementary paratransit services currently offered by AMA and ACT, the Tren Urbano heavy rail service offered by ACT, and the passenger and cargo ferry services (Metro and Island) offered by ATM.

The contractors are divided into four separate work groups based on the classification of their services (each, a **“Work Group”**). The four Work Groups are:

1. **Operations and Residual** (“Operations” or **“Work Group 1”**).
2. **Project Capital** (“PC” or **“Work Group 2”**).
3. **Quality Assurance/ Quality Control and Safety** (“Safety and QA/QC” or **“Work Group 3”**).
4. **Accounting and Information Technology** (“Accounting” or **“Work Group 4”**).

Specifically, and as set out in further detailed in this Section 3 (Scope of Work; Term of Contract), the three main deliverables and milestones from the PRITA technical oversight RFP for each Work Group are (each, a **“Task”** and collectively the **“Tasks”**):

1. **Management and Oversight.** Provide O&M contract management and transit service

oversight capacity to PRITA over the state-owned transit services of heavy rail, ferries and buses;

2. **Documentation.** Develop or upgrade as needed the primary Standard Operation Procedures (collectively, the "SOPs"), handbooks, procedures, or service plans for all transit modes; and
3. **Training and Certification.** Develop the training curricula and certification program for PRITA's career employees for their respective transit service oversight capacity and implement training for PRITA's career employees.

The Contract is subject to financial assistance grants of the U.S. Department of Transportation. The proposal process and the performance of requested services will be in accordance with the guidelines and regulations of the FTA "Third Party Contracting Guidelines", FTA Circular 4220.1F, and shall comply with 23 U.S.C. § 112 (b)(2)(A) and 23 C.F.R. § 172.3. All other applicable federal, state and local laws and regulations will apply.

The Contract may be awarded on a per-Work Group basis to the Proposer (either as a single entity or in combination with approved subcontractors) that provide a responsive Proposal demonstrating its ability to provide the services set out in this RFP for the applicable Work Group(s), including the applicable capabilities listed in Table 1. As further set out in Section 5 (Proposal Submission Requirements), a Proposer must submit a complete Proposal for EACH Work Group for which the Proposer would like to be considered for award (each, a "**Work Group Proposal**"). By way of clarifying example, a Proposer may submit a Work Group Proposal for any number (or all) of the Work Groups. PRITA will not give preference to a Proposer who submits multiple Work Group Proposals. Proposals for each Work Group will be evaluated based on the criteria articulated in this RFP.

The term of the Contract will be for a base period of Two (2) years, as reflected in the Contracting Period described in Table 1 (the "**Term**"). In addition to the base Term, each item identified in Table 1 is subject to three (3) additional one (1) year optional extensions to be exercised at the sole discretion of PRITA. The cost for the Term and each of the one (1) year options must be separately identified and provided in Table 3 with a Proposer's Cost Proposal. PRITA, in its sole discretion and without penalty, reserves the right to reduce the Contracting Period Estimate set out in Table 1 during the Term should it determine that the required Tasks have been satisfactorily provided prior to the conclusion of the Contracting Period Estimate or if PRITA determines, in its reasonable judgment, that reducing the Contracting Period is in its best interests. The Contract may also be modified to include tasks that are related to the expertise or staff procured through the Contract that, though not currently identified in the RFP are nevertheless within the scope of the identified services. In the event such a task is generated, consideration for the successful Proposer shall be based on the applicable unit costs included with the Proposal.

Among other requirements, Proposals are required to address the scope of work for each Work Group described in Table 1. By way of example, PRITA understands that a Proposer might be required to subcontract, partner, or team with another Proposer in order to provide the entire Scope



of Work but the proposals must nevertheless address how the entire Scope of Work will be performed.

3.1. O&M Contract Management and Service Oversight.

The tasks articulated in the Scope of Work requires these roles to be filled with full time–onsite contractors across the functions and roles set out in Table 1. All Proposals should ensure that each team member proposed for a specific function or role satisfies the associated requirements set out in the job description included in the RFP of the applicable Work Group for which the Proposer is submitting a Proposal.

Agency /Mode	Function/ Role	Total	Senior	Junior	Title	Contracting Period Estimate	General Description (for details please see Schedule 1)
Work Group 1							
PRITA	Transit Operations and Services	1	1	0	Director of Transit Operations	2 years	Executive responsible for the management and oversight of all aspects of the transit services and O&M activities for all modes (rail, bus, ferries); train local staff replacement.
Ferries	General Manager	1	1	0	Manager of Intermodal Transportation	2 years	Extensive knowledge and experience in the management and oversight of ferry transit services; manage the oversight of the maritime passenger and cargo operations of the Metro and Island services; train local staff replacement.
Ferries	Maritime Company Security Officer	1	1	0	Security Supervisor	1 year	Fill gap until local staff is trained, certified, and hired into open billet. For maritime passenger/cargo services.
Ferries	Fleet Maintenance and Repair	2	1	1	Administrator of Fleet Maintenance	1 year	Manage the oversight of the vessel preventive maintenance and repair activities of the maritime services; develop oversight program for shipyard operations; train local staff replacement.
Ferries	Services Management	2	1	1	Administrator of Transit Operations (Senior for Island Service; Junior for Metro Service)	2 years	Create ferry customer service program; become public face of ferry passenger/cargo services at terminals; train local staff replacement.
Bus	General Manager	1	1	0	Manager of Intermodal Transportation	2 years	Extensive knowledge and experience in the management and oversight of bus transit services; manage the oversight of the bus fixed route operations and services; train local staff replacement.
Bus	Fleet Maintenance and Repair	1	1	0	Administrator of Fleet Management	2 years	Manage the oversight of the preventive maintenance and repair activities of the bus fixed route and paratransit (ADA) bus fleets; train local staff replacement.
Bus	Paratransit Operations and Services	1	1	0	Administrator of Transit Operations	1 year	Manage the oversight of the paratransit (ADA) operations and service; create paratransit customer service and compliance program; improve vehicle dispatching and trip assignment; train local staff replacement.
Work Group 2							
PRITA	Capital Projects / Facility Management	3	1	2	Engineer (Senior position for rail; junior positions for bus and ferry services)	1 year	Engineers supplemented with potential local solution (ACT staff) for the evaluation of structures, facilities, asset rehabilitation or replacement; update of facility management oversight procedures for rail, buses and ferries; development of a capital improvement program for all transit modes (rail, bus and ferries); train local staff replacement.
Work Group 3							
PRITA	Quality Assurance / Quality Control	3	1	2	Manager of Service Performance and Quality (Senior position for rail and in charge of team; junior positions for bus and ferry services)	2 years	Develop/update QA/QC manuals for all transit modes (rail, bus and ferries) using current and best practices; establish baseline organizational performance and capability; develop key performance dashboard for all modes; train local staff for program implementation for each mode.
PRITA	Safety and Security	3	1	2	Manager of Safety and Security (Senior position for rail and in charge of team; junior positions for bus and ferry services)	2 years	Develop/implement a Safety Management System, inclusive for all transit modes (bus, ferry, and rail) using current and best practices; update safety/security/emergency plans; establish baseline organizational safety capability; train local staff for implementation for each mode.



Agency /Mode	Function/ Role	Total	Senior	Junior	Title	Contracting Period Estimate	General Description (for details please see Schedule 1)
Work Group 4							
PRITA	Accounting System Implementation	3	1	2	Accounting Manager (Senior position) IT contractor for junior positions)	1 year	Implementation of accounting system that includes the FMOC approved manuals, processes and procedures.
TOTAL		22	12	10			

Table 1: Consultant Support Requirements

3.1.1. Detailed Descriptions of Consultant Positions.

A detailed description of each Consultant position, and associated minimum requirements for each position, is attached to this RFP as Schedule 1.

3.1.2. Contract Term by Function/Role.

The estimated period required for Contractor services, including the performance of all three Tasks, is included on Table 1. The required periods are baseline requirements. PRITA, in its sole discretion and without penalty, reserves the right to reduce the Contracting Period Estimate set out in Table 1 during the Term should it determine that the required Tasks have been satisfactorily provided prior to the conclusion of the Contracting Period Estimate or if PRITA determines, in its sole discretion, that reducing the Contracting Period is in its best interests. In addition to submitting a Proposal in compliance with the baseline requirements, Proposers may separately submit, as a value engineering proposition, alternative time periods for Contractor services. Any such submissions shall be provided with the Proposal Modifications as further set out in Section 6.4 (Suggested Modifications).

3.2. Documentation.

3.2.1. Develop or upgrade primary SOPs, procedures, handbooks and plans.

This Task includes the review, evaluation and updating (as needed) of the following plans and manuals (in accordance with the O&M contractor scope of effort and versus existing regulations):

- i. Operation Service Plan (bus and ferry service)
- ii. Transit Asset Management Plan: Facilities Maintenance Plan (rail, bus, and ferry) / Fleet Management Plan (bus and ferry service)
- iii. Systems Maintenance Plan (bus and ferry service)
- iv. Management Information System (bus and ferry service)
- v. Fleet Replacement Plan (bus and ferry service)
- vi. Vehicle Preventive Maintenance Program (bus and ferry service)

- vii. Capital Improvement Program (rail, bus, and ferry services)
- viii. Safety Management System / Safety and Emergency Plans (rail, bus and ferry service)
- ix. Financial Plan (rail, bus, and ferry service)

In the event that the review and the evaluation of the existing plans results in a recommendation for the creation of a new SOP, handbook or plan, the Contractor shall develop a new plan within scope that is consistent with local and federal regulations. The previous list does not include the update or development of all SOPs, procedures, handbooks or plans for the heavy rail system. A separate group of heavy-rail specific technical consultants will be in charge of those tasks. These consultants will be hired by ACT-ATI on a separate procurement process. Nevertheless, that team will need to interact and collaborate with the technical team hired by PRITA as a result of the RFP.

3.2.2. Create a Quality Management Plan.

Refine and develop the key performance indicators (collectively, the "**KPIs**") for the assessment of all O&M bus, ferry, and heavy rail contractors in accordance with relevant federal agencies and technical experts. The Contractor shall review the existing KPIs in place at each transit service and revise KPIs to best suit federal and local requirements. Additionally, the Contractor, in particular the Safety and QA/QC teams, must create a tracking policy and process to document KPI performance, root cause identification and analysis, and mitigation activities for each area that fails to meet performance metric targets.

3.2.3. PRITA Quality Assurance Plan.

PRITA requires that, in addition to the work plans and deliverables, the Contractor also develop a set of KPIs to be used to measure performance on contractor work by function/role and task area for this RFP in order to ensure that deliverables are provided on time and consistent with the requirements set out herein. PRITA intends to finalize a set of QA guidelines and requirements prior to the commencement of the Contract and will require detailed monthly contractor submission of performance data against these KPIs to PRITA executive management. Performance within agreed upon ranges will be required for contract payment. Performance documentation must also include detailed exception report data.

3.3. Training and Certification.

3.3.1. Develop the training curricula and certification program.

This Task primarily addresses the safety and security inspectors, and the QA/QC inspectors, and assists PRITA in the implementation of the training and mentoring program for career employees in technical oversight and O&M contract administration procedures for all transit modes (bus, ferries, and rail).

The Contractor shall create training materials for each function/role filled by Contractor staff, and assist PRITA in the assessment of potential candidates to backfill career positions for each role with PRITA management, and directly perform between two and three months of training for designated backfill position candidates.

Finally, for each function/role, Contractor staff will assess and evaluate backfill candidate performance and create reports and recommendations for each candidate to PRITA management prior to the completion of any contract.

4. Procurement Process.

This procurement is being carried out as a Request for Proposals/competitive negotiation. As set out in further detail below, if PRITA elects to award the Contract(s), then the Contract(s) shall be awarded by PRITA using the best value selection method, based on the submitted Work Group Proposal containing the Technical Proposal and Cost Proposal that is determined to be most advantageous and greatest value to PRITA, based on the evaluation factors articulated herein. By way of clarification, this means that Work Group 1 will be evaluated independently of Work Group 2, Work Group 3 and Work Group 4. PRITA will not give preference to a Proposer who submits a Work Group Proposal for all or multiple Work Groups. Proposals will be evaluated based on the criteria articulated herein.

4.1. Rules of Contact.

The following rules of contact, which are designed to promote a fair, unbiased and legally defensible procurement process, shall apply during this RFP. Contact includes mail, face-to-face, telephone, facsimile, Electronic-mail (Email) or formal written contact. PRITA's point of contact for the procurement is as follows (the "**PRITA Contact**"):

Eng. Carlos Del Valle Serrano
Special Assistant
Email: info@ati.pr.gov

Puerto Rico Integrated Transit Authority
P.O. Box 41267
San Juan, PR 00940

Our physical address is:
Tren Urbano Administration Building 2nd floor
#24 Highway PR-21
Guaynabo, PR 00966

Written correspondence from the PRITA Contact is the single source of information regarding the RFP. The RFP process began with the advertisement of the public notice, and will be completed with the award of the Contract (if any). Accordingly, these rules of contact are now in effect. The specific rules include the following:

1. No Proposer or any of its members may contact another Proposer (or its members) regarding this procurement or the Contract, except that a Proposer may contact a subcontractor that is on both its team and another Proposer's team, so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the Proposers. Please note that contact among Proposers and their members is allowed during PRITA sponsored site visits and meetings;
2. Contact between the Proposers and PRITA (questions and responses to questions) must only be made through PRITA's PRITA Contact (or designee) and the Proposer's designated representatives;
3. Oral explanations or instructions shall not be binding. Any official contact regarding the procurement will be disseminated from the PRITA Contact. Any official contact will be in writing and signed by the PRITA Contact or her designated representative;
4. Although PRITA does not prohibit oral contact with the PRITA Contact (or designee), PRITA will not be responsible for any oral contact or any other information or contact that occurs outside the written communication process specified herein;
5. Proposers shall not contact PRITA employees including, but not limited to, department heads or any official regarding the procurement except through the process identified above; and
6. Any contact that PRITA determines to be improper (in its sole discretion) may result in disqualification.

4.2. Non-Public Process.

PRITA will seek to hold all Proposals, and subsequent submissions in confidence, to the extent consistent with applicable law, until the Contract is awarded or the selection process is terminated. PRITA may require each Proposer to furnish sufficient information demonstrating the Proposer's financial and other capacities to perform under the proposed Contract. This information may be subject to audit and must be submitted by the Proposer in a format clearly marked "confidential," and the information contained therein will be treated as confidential. Further, if the Proposer submits information in its Proposal that it wishes to protect from disclosure, the Proposer must:

1. Clearly mark all proprietary or trade secret information as such in its Proposal at the time the Proposal is submitted, and include a cover sheet stating "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION" and that identifies each section and page that has been so marked;
2. Include a statement with its Proposal justifying the Proposer's determination that certain records are proprietary or trade secret information for each record so defined;
3. Submit one copy of the Proposal that has all of the proprietary or trade secret information deleted from the Proposal, and label such copy of the Proposal "Public Copy"; and

4. Defend any action seeking release of the records it believes to be proprietary or containing trade secret information and otherwise indemnify, defend and hold harmless PRITA and its agents and employees from any judgments awarded against PRITA and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives PRITA's cancellation or termination of this RFP or award and subsequent execution of a Contract. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the confidential business information is in PRITA's possession.

4.3. Ineligible Proposers and Organizational Conflicts of Interest.

The Proposer is responsible for disclosing all potential organizational conflicts of interest in its Proposal. The following is a non-exhaustive list of potential organizational conflicts of interest that may occur:

1. Where a Proposer is unable, or potentially unable, to provide impartial and objective assistance or advice to PRITA due to other activities, relationships, contracts or circumstances;
2. Where a Proposer has an unfair competitive advantage through obtaining access to non-public information during the performance of an earlier contract; or
3. Where, during the conduct of an earlier procurement, a Proposer has established the ground rules for a future procurement by developing specifications, evaluation factors or similar documents.

The Proposer is required to provide information concerning potential organizational conflicts of interest in its Proposal. If a potential or real organizational conflict of interest is determined to exist that cannot be neutralized or mitigated, the Proposer subject to the potential or real organizational conflict of interest will be ineligible to propose. Any determinations rendered by PRITA regarding organizational conflicts of interest will be final. PRITA has sole discretion in determining if a conflict of interest exists. The successful Proposer and its members must disclose all relevant facts concerning any past, present or currently planned interests that may present an organizational conflict of interest. The successful Proposer and its members must state how their interests, or those of their chief executives, directors, key personnel or any proposed subcontractor may result in, or could be viewed as, an organizational conflict of interest.

PRITA will analyze any potential organizational conflicts of interest in order to avoid, neutralize or mitigate potential conflicts before Contract award. In addition, any Proposer that is rendered ineligible through any state or federal action is rendered ineligible to participate with any Proposer/Proposal (or foreign equivalent thereof).

4.4. Procurement Schedule.

The following represents the current schedule for the RFP. The schedule is subject to change in PRITA's discretion. For purposes of clarification, the term "**Proposal Due Date**" means October 7, 2016.



Date	Activity
August 30, 2016	Publication of RFP
September 15, 2016	Pre-Bid Conference (non-mandatory)
September 15-16, 2016	Site Visit (non-mandatory)
September 22, 2016	Questions or comments from the Proposers, due no later than 3:00 p.m. Atlantic Standard Time (AST)
September 29, 2016	Issue Date for Final Addend and/or Answers to Proposer Questions
October 7, 2016	Proposals due no later than 3:00 p.m. Atlantic Standard Time
November 28, 2016	Commencement of Services

Table 2: Technical Support Procurement Schedule

4.5. Proposer Questions.

PRITA shall only consider questions and requests concerning this procurement submitted in writing to the PRITA Contact using the following submission format:

Proposer [INSERT NAME] Questions for PRITA's RFP for Technical Oversight Support Services		
Question No.	RFP Section Reference	Question
1.		

PRITA does not intend to consider questions and requests unless they are submitted in writing to the PRITA Contact using the above submission format (note that the Proposer is not limited to the number of questions submitted). Only questions submitted by September 22, 2016 will be addressed. All questions and requests must be submitted with a cover letter or email that lists the Proposer's name, mailing address, email address and telephone number. PRITA shall respond to all submitted questions and requests, and shall issue written responses to all entities that PRITA determines, in its sole discretion, are likely to submit a Proposal. By way of clarification, and not limitation, PRITA expressly reserves the right to distribute all submitted questions and requests by a Proposer to all other potential Proposers that PRITA identifies.

In order to better ensure a response, Proposer Questions must be submitted electronically via email and in hard copy to the PRITA Contact.

4.6. Site Visits.

PRITA is offering a non-mandatory site visit on September 15-16, 2016, commencing immediately following the Pre-Bid Conference.

Attendance at the site visit must be confirmed with the PRITA Contact, no later than September 8, 2016, so that appropriate accommodations may be made. Note that Proposers shall not be permitted to ask questions during the Site Visit – any questions that arise during the Site Visit must be raised during the pre-bid conference or subsequently submitted to PRITA pursuant to Section 4.5 (Proposer Questions).

The purpose of the site visit is to directly observe the main transit facilities for the Tren Urbano, and the buses and ferry services to help potential Proposers understand the size and complexity of the transit operations as well as the technical services to be provided as part of the RFP. The site visit will include some of the Tren Urbano stations, some of the bus and ferry terminals, the AMA bus maintenance shops and the ATM vessel maintenance facility located in Isla Grande, San Juan.

Tren Urbano and bus facilities are located within the Bayamón and Carolina municipalities in the San Juan Metropolitan Area. Visits to the Cataño – Old San Juan ferry facilities, known as the ATM Metro Service, and the ATM ferry terminal located at the Municipality of Fajardo will be included. The ATM Island Ferry Service connects Fajardo with the Municipal Islands of Vieques and Culebra (visit to the Islands will not be included in the site visit). Potential Proposers are responsible for their own transportation arrangements to the site visit meeting point and all associated costs.

4.7. Addenda.

PRITA reserves the right to make modifications to this RFP, either at the request of a Proposer (actual or prospective) or upon PRITA's determination that issuing an Addendum is appropriate. If PRITA determines that it is appropriate to revise any portion of this RFP, then PRITA shall issue a written Addendum setting forth such revisions. Proposers are required to acknowledge receipt of all Addenda in writing in their Proposal via the Acknowledgment of Addenda Form included with this RFP. If PRITA determines that an Addendum requires significant changes to the RFP, then the Proposal Due Date may be amended to reflect any additional time that PRITA determines is necessary for Proposers to take such Addendum into consideration when preparing their Proposals.

5. Proposal Submission Requirements.

5.1. Submission of Work Group Proposals.

Proposers must submit each Work Group Proposal separately. All submitted Work Group Proposals must clearly indicate the applicable Work Group. This Section 5 (Proposal Submission Requirements) applies to each Work Group Proposal.

5.2. Date, Time and Location of Receipt.

All Proposals must be received no later than 3:00 p.m. AST on the Proposal Due Date. The Proposals must be clearly identified as “PROPOSAL FOR PRITA TECHNICAL OVERSIGHT SUPPORT SERVICE” as well as the Work Group the Proposal is being submitted for. Work Group Proposals must be enclosed in sealed containers, separate for each Work Group, and

identify the Proposer's official name and address in the upper left hand corner. Late submittals will not be considered and will be returned to the address indicated on the cover of the package. Proposals shall be submitted to the following address:

Eng. Carlos Del Valle
Special Assistant
Puerto Rico Integrated Transit Authority
P.O. Box 41267
San Juan, PR 00940

Our physical address is:
Tren Urbano Administration Building 2nd floor
#24 Highway PR-21
Guaynabo, PR 00966

Proposals will include a Bid Bond of five percent (5%) of the amount of the bid. This bond may be posted with a manager's check or by a duly authorized and licensed insurer in Puerto Rico. Awarded Proposers will be required to provide a Performance Bond of fifteen percent (15%) of the amount bid for the Contract, also by manager's check or by an insurer.

Each Proposer is responsible for obtaining a written receipt appropriate to the means of delivery from the PRITA Contact specified in this Section 5.2 (Date, Time and Location of Receipt) at time of the delivery of its Proposal.

It is the Proposer's sole responsibility to ensure delivery of its Proposal(s) to the PRITA Contact at the time and place specified herein, and PRITA shall have no liability or responsibility resulting from the Proposer's failure to comply with the requirements set out in this Section 5.2 (Date, Time and Location of Receipt).

5.3. Formatting Requirements.

The Technical Proposal must be limited to the designated length set out in Section 6.2.2 (Technical Evaluation Factors), excluding the required forms and dividers. One signed original and three (3) hard copies of the Technical Proposal must be provided for each Work Group Proposal. One signed original and three (3) Hard copies of the Cost Proposal must be provided for each Work Group Proposal. The signed originals must be identified as the original(s) on the cover(s) and marked as "ORIGINAL." All copies must be provided in loose-leaf binders. Bound copies will not be accepted. Each copy must be identified on the cover(s) as "Copy # ___ of 3 Copies". The Proposal must be organized to correspond with the organization included in Section 6.2.2 (Technical Evaluation Factors) and Section 6.3 (Cost Proposal). The Proposer shall also submit one (1) electronic copy of the Technical Proposal and the Cost Proposal in both .PDF format and editable .DOCX format, and such electronic copies shall be provided via CD/DVD or a portable media device (e.g., a flash drive) for each Work Group Proposal.

The Proposer shall ensure that the Technical Proposal and Cost Proposal are separately sealed – each in a separate container for each Work Group Proposal.

Failure to comply with any of the requirements herein contained may result in the disqualification of the Proposer.

5.4. Proposal Modifications.

A Proposer may modify its Proposal prior to 4:00 p.m. AST on the Proposal Due Date by submitting the modification in writing to the Proposal Contact at the address identified in Section 5.2 (Date, Time and Location of Receipt). The modification must conform in all respects to the requirements for submission of a Proposal. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the previously submitted Proposal, and must specifically state that the modification supersedes the previous Proposal (and all previous modifications (if any)). If multiple modifications are submitted, they must be sequentially numbered so that PRITA can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages and complete forms as described in as otherwise required pursuant to this RFP. Line item changes will not be accepted. Telegraphic, facsimile or other electronically transmitted modifications will not be considered by PRITA as modifications.

5.5. Withdrawal of a Proposal or Intent to Propose; Firm Offer.

If a Proposer submits its Proposal prior to the Proposal Due Date, the Proposer may withdraw its Proposal only by a written and signed request that is received by the PRITA Contact prior to the Proposal Due Date at the address identified in Section 5.2 (Date, Time and Location of Receipt). The withdrawal of any portion of its Proposal shall be treated as a withdrawal of the entire Proposal. However, if a Proposer submitted multiple Work Group Proposals, then the withdrawal of one Work Group Proposal shall not be treated as a withdrawal of the other submitted Work Group Proposals.

Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to 3:00 p.m. AST on the Proposal Due Date and otherwise complies with the requirements of this RFP. The Proposer agrees that its Proposal will remain valid, firm fixed offer for 180 calendar days following the Proposal Due Date, and that following the submission of its Proposal, PRITA shall have the right to accept the Proposal and award the Contract to the Proposer without further negotiation.

Similarly, a Proposer may withdraw its intent to propose by a written and signed request that is received by the PRITA Contact prior to the Proposal Due Date at the address identified in Section 5.2 (Date, Time and Location of Receipt).

6. Proposal Organization and Content Requirements.

This Section 6 (Proposal Organizational and Content Requirements) describes the information that must be included in each Work Group Proposal.

6.1. Cover Letter.

The Proposer must provide a one-page letter indicating its desire to be considered for the Contract and stating the official names and roles of all members on its team. The Proposer must identify a

single point of contact for the Proposer and the address, telephone number, fax number and Email address where questions should be directed. Authorized representatives of the Proposer's organization must sign the letter. In addition, the cover letter shall include: (i) the RFP title; (ii) the Work Group for which the Proposal is being submitted (iii) the Proposer's name; (iv) mailing and physical address of the Proposer's main offices; and (v) a brief discussion of the approach to address this project.

6.2. Technical Proposal; Evaluation Factors.

The Technical Proposal in each Work Group Proposal shall be evaluated based on the following Evaluation Factors, and the Proposer shall organize its Technical Proposal according: include the following Sections, organization by Evaluation:

6.2.1. Pass/Fail Evaluation Factors.

1. Puerto Rico Government Documentations:

- Copy of Certificate of Authorization to Do Business in Puerto Rico, from the Puerto Rico Department of State, in case of Foreign Corporations. (Corporations incorporated in a State, or US based, are considered foreign for this purpose.)
- Copy of Certificate of Good Standing from the Puerto Rico Department of State, in case of Corporations, Certificate of Existence or Certificate of Authorization to do Business in Puerto Rico in case of Limited Liability Companies and Partnerships.
- Copy of Certificate of "Registro de Comerciante" (Model 2942); from the Treasury Department of Puerto Rico, in case of Individuals, partnerships and Corporations.
- A Bid Bond of five percent (5%) of the amount of the bid posted with a manager's check or by a duly authorized and licensed insurer in Puerto Rico.
- Certification of No Debt, issued by the Department of Treasury (Form 6096);
- Certification of Tax Filing for the past five (5) years, issued by the Department of Treasury (Form 6088);
- Certification of Debt for Sales and Use Tax and Certification of Tax Filing for Sales and Use ("IVU") for the past sixty (60) taxable periods ("IVU") (Model 2927);
- Certification of Filing Personal Property Tax;
- Certification of Debt for All Concepts issued by the Center for Municipal Revenue Collections (by its Spanish acronym "CRIM");
- Certification of Registration as an Employer and of Debt regarding Unemployment and Disability Insurance, issued by the Department of Labor and Human Resources;

- Certification of Registration as an Employer and of Debt regarding Drivers' Social Security;
- Corporate Resolution authorizing the person signing the Contract on behalf of the Contractor; and
- Certification that the Contractor has no child support debt as issued by the Administration for Child Support or Certified Statement [individuals] (by its Spanish acronym "ASUME").

2. Federal Government Documents:

- Certification for Disadvantage Business Enterprise (DBE) Annual State Goal (Form included).
- Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (Form included).
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (Form Included).

3. Other Required Forms.

Failure to provide all information and all completed forms (set out in 13 (Federal Transit Administration Contract Clauses; Other Certifications) for each Work Group Proposal in the format specified herein may result in PRITA's rejection of the Proposal, or giving it a lower rating. All blank spaces in the Proposal forms must be filled in as noted and no changes may be made in the phraseology of the RFP or in the items mentioned therein. Any alterations, additions (other than expanding forms in order to properly include all required information) or deletions made to the format of the forms contained herein may render a Proposal non-responsive.

4. Financial Capacity:

Audited financial statements for the past three (3) years, audited by a certified public accountant in accordance with U.S. Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS).

6.2.2. Technical Evaluation Factors.

The following technical Evaluation Factors will be evaluated by PRITA pursuant to Section 7 (Evaluation and Selection Process) for each Work Group Proposal:

No.	Evaluation Factor	Description	Proposal Page Limit
1.	Management Practice and Ability to Perform	Written and detailed narrative of how the Proposer proposes to manage the services.	10
2.	Technical Execution of Service	Written and detailed narrative of how the Proposer proposes that the work will be accomplished. The Proposer may include, amongst other things, if applicable, its plan to: (i) Provide O&M contract management and service oversight capacity to PRITA over the state transit services of ferries, buses and Tren Urbano; (ii) Develop or upgrade as needed the primary SOPs, handbooks or plans, for all transit modes; (iii) Develop the training curricula and certification program for each function and qualifications to perform the work.	30
3.	Personnel	Include following documents: (i) Proposer's organizational chart; (ii) <i>curriculum vitae</i> of Proposer's key personnel; and (iii) <i>curriculum vitae</i> of the personnel to be assigned or subcontracted; and (iv) a list of all subcontractors that the Proposer proposes to engage in connection with the Contract (along with the requirements for personnel set out for this Evaluation Factor, as applicable).	150
4.	Past Performance	Provide a list of at least three (3) similar services performed within the last five (5) years. For each project, the list must include: brief scope of work, budget, and a reference's contact person with email address or phone number.	15

6.3. Cost Proposal; Evaluation Factor.

The Cost Proposal for each Work Group Proposal shall be submitted in the following format for the applicable role to that Work Group (modified to include Option Year 2 and Option Year 3 and to exclude those Functions/Roles that are not relevant to the applicable Work Group):

Agency / Mode	Function / Role	Consultants			Senior Position Cost Hourly Rate	Junior Position Cost Hourly Rate, per position	Contracting Period (yr)	Senior Position \$ Total Annual	Junior Position \$ Total Annual	Total for Contracting Period	Option Year 1, Senior Position Total Cost	Option Year 1, Junior Position Total Cost	Total for Option Year 1
		Total	Senior	Junior									
PRITA	Transit Operations and Services	1	1	0		---	2		---				
PRITA	Capital Projects / Facility Management	3	1	2			1						
PRITA	Accounting System Implementation	3	1	2			1						
PRITA	Quality Assurance / Quality Control	3	1	2			2						



Agency / Mode	Function / Role	Consultants			Senior Position Cost Hourly Rate	Junior Position Cost Hourly Rate, per position	Contracting Period (yr)	Senior Position \$ Total Annual	Junior Position \$ Total Annual	Total for Contracting Period	Option Year 1, Senior Position Total Cost	Option Year 1, Junior Position Total Cost	Total for Option Year 1
		Total	Senior	Junior									
PRITA	Safety and Security	3	1	2			2						
Ferries	General Manager	1	1	0		---	2		---				
Ferries	Maritime Company Security Officer	1	1	0		---	1		---				
Ferries	Fleet Maintenance and Repair; Shipyard	2	1	1			1						
Ferries	Services Management	2	1	1			2						
Bus	General Manager	1	1	0		---	2		---				
Bus	Fleet Maintenance and Repair	1	1	0		---	2		---				
Bus	Paratransit Operations and Services	1	1	0		---	1		---				
TOTAL		22	12	10									

Table 3: Template Form for Cost Proposal

As set forth above, the Cost Proposal shall be submitted in a separate, sealed envelope with the Proposer's submission for each Work Group Proposal.

The Cost Proposal should include a table with the following elements:

1. For each role proposed an hourly rate for that position;
2. An annual cost for each role proposed;
3. In cases where the Contracting Period is for more than one year, a full cost of the role for the Contract;
4. Proposers must also include an explanation and figure (if any) for any indirect costs associated for their proposal as a percentage of the hourly rates in the schedule. Proposers must also describe the components of their indirect cost rates; and
5. Applicable information for all three (3) Options Years must be completed.

6.4. Suggested Modifications.

Proposers may present suggested modifications to the language of the draft Contract only if the Proposer believes that the proposed change, if accepted by PRITA, would: (i) result in a price-reduction; (ii) improve the clarity of the Contract; or (iii) constitute an innovation to the services requested pursuant to this RFP.

Proposers submitting suggested modifications must clearly describe why the suggested modification is proposed and clearly state why acceptance of the modification would be advantageous to PRITA. Suggested modifications must be categorized as being intended solely for purposes of clarification, price reduction or innovation.

Any suggested modifications must be separately bound in a binder entitled "Suggested Modifications," and submitted with the Proposal.

If PRITA determines that consideration of one or more suggested modifications are acceptable, PRITA reserves the right to amend the RFP to allow Proposers the opportunity to submit revised Proposals based on the amended RFP, in accordance with Section 7.9 (Amendment of the Request for Proposals After Receipt of Proposals).

7. Evaluation and Selection Process.

Each Work Group Proposal will be examined by the Selection Committee for compliance with stated requirements set out herein. PRITA's intent is to award the Contract for each Work Group to the Proposer(s) that obtains the highest combined score for its Technical Proposal and Cost Proposal for the applicable Work Group, as further articulated herein. PRITA's goal is to select the Proposer that is the most advantageous to PRITA, price, quality and other factors considered. Any and all proposals may be rejected when it is in PRITA's interest to do so.

Work Group Proposals submitted in response to this RFP must include a response to each evaluation factor.

7.1. Pass/Fail Evaluation Factors.

The pass/fail evaluation factors shall be scored as either a "Pass" (meaning that the Proposer has submitted sufficient information to satisfy the applicable requirement) or "Fail" (meaning that the Proposer has failed to submit sufficient information to satisfy the applicable requirement). Any Proposer receiving a score of "Fail" may be precluded from further participation in the procurement process for the corresponding Work Group Proposal.

7.2. Technical Proposal Evaluation.

Evaluation of the Technical Proposal will be undertaken utilizing a Technical Proposal Evaluation Sheet, to determine the highest rated Proposer able to perform the required scope of services for each Work Group Proposal. The score is reduced in proportion to the extent of non-conformance, discrepancies, errors, omissions and risks to PRITA. Scores will be assigned according to the following:

- **Exceptional (score 9-10):** fully compliant with Contract requirements and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions.
- **Good to Superior (score 6-8):** compliant with Contract requirements; some minor errors, or risks, or weaknesses or omissions.



- **Adequate (score 4-5):** minimally compliant with Contract requirements; errors, or risks, or weaknesses or omissions; possible to correct and make acceptable.
- **Poor to Deficient (score 1-3):** non-compliant with Contract requirements; errors, or risks, or weaknesses or omissions; difficult to correct and make acceptable.
- **Unacceptable (score 0):** totally deficient and not in compliance with Contract requirements; not correctable.

Proposers will be evaluated on the basis to perform the services successfully as described in the RFP for that corresponding Work Group using the following table:

Evaluation Factor	Possible Score	Result
Management Practice and Ability to Perform	0 - 10	
Technical Execution of Service	0 - 10	
Personnel	0 - 10	
Past Performance	0 - 10	
Total Result	0 - 40	

Table 4: Technical Proposal Evaluation Sheet

7.3. Cost Proposal Evaluation.

Cost Proposal information submitted with the Work Group Proposal shall be evaluated to determine whether the pricing information is reasonable and responsible. The Work Group Proposal with the lowest reasonable and responsible cost in the corresponding Work Group will be awarded ten points. The Work Group Proposal with the second lowest cost in the corresponding Work Group will be awarded nine points and so on and so forth. If more than ten (10) Work Group Proposals are submitted in the corresponding Work Group, then the points will be awarded in half point increments.

7.4. Requests for Clarification.

The Proposer shall provide accurate and complete information to PRITA. If information is not complete, PRITA may either declare the Work Group Proposal non-responsive or notify the Proposer that it will not be allowed to participate further in the procurement for the corresponding Work Group until all information required is provided. Any insufficient statements or incomplete affidavits will be returned directly to the Proposer by PRITA with notations of the insufficiencies or omissions and with a request for Clarifications and/or submittal of corrected, supplemental or missing documents. If a response is not provided prior to the deadline for submission of the response identified by PRITA, then the Work Group Proposal may be declared non-responsive.

PRITA may waive minor irregularities in the form of the Proposal that do not alter the quality or quantity of the information provided.

PRITA may, at its sole discretion, request Clarifications and/or supplemental information from Proposers during the Proposal evaluation and selection process.

All requests for Clarification will be in writing via Email or regular mail, with responses submitted as per the instructions contained in the request for Clarification. Responses must be limited to answering the specific information requested by PRITA.

In the event that a material error is discovered in the RFP during the Proposal evaluation process, PRITA will issue an Addendum to all Proposers that have submitted Proposals requesting revised Proposals based upon the corrected RFP.

7.5. Presentations and Interviews.

PRITA may utilize presentations and/or interviews during the evaluation and selection process for one or more Work Groups if, in PRITA's sole discretion, it is considered to be in PRITA's best interest. If PRITA determines that presentations and/or interviews are in its best interest, then PRITA will notify all Proposers of the decision to utilize presentations and/or interviews, and schedule the presentations and/or interviews in such a way as to not unduly delay the Proposal evaluation and selection process.

PRITA reserves the right, in its sole discretion, to conduct multiple rounds of presentations and/or interviews, if it deems necessary to do so, with one or more Proposers.

7.6. Communications.

Communications may be required as part of the Proposal evaluation and selection process for each Work Group. The purpose of Communications are to address minor or clerical revisions in a Proposal in preparation for declaration of a Competitive Range. During the process of evaluations there may be instances where meaningful evaluation cannot take place or proceed, or where an erroneous evaluation might occur without seeking Communications. In such cases, PRITA will submit a request for Communications in writing to the Proposer stating the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If requested information is not timely received, the Proposer's ratings may be adversely affected and/or the Work Group Proposal at issue may be rejected.

7.7. Competitive Range.

PRITA may (in its sole discretion) determine a Competitive Range for each Work Group after a careful analysis of the Technical Proposal and Cost Proposal. The Competitive Range would include all Proposers that have a reasonable chance of being selected. Borderline Proposals will not be excluded from further consideration if the Proposers have a reasonable chance of being

listed if meaningful Discussions are conducted and appropriate improvement is achieved. Proposals that would be excluded from further consideration include a Proposal that, after the initial evaluation, receives a score of 0 "Unacceptable" for any rated evaluation factor, or a Proposal that for any other reason is under consideration for rejection. Proposers submitting multiple Work Group Proposals may be excluded from further consideration in one Work Group and still considered for other Work Groups.

7.8. Discussions.

PRITA may, in its sole discretion, conduct written and/or verbal Discussions with any of the Proposers in the Competitive Range for each Work Group regarding the content of their Proposal. If Discussions are held, they will be held with all Proposers in the Competitive Range in that Work Group.

7.8.1. Purpose of Discussions.

If PRITA determines that Discussions are required, they will be conducted for the following purposes:

1. Advising the Proposers of weaknesses in their Proposals (relative to the RFP);
2. Attempting to resolve any uncertainties, thereby obtaining any significant additional understanding concerning the Proposal;
3. Resolving any suspected mistakes by calling them to the attention of the Proposers as specifically as possible without disclosing information concerning other competing Proposals or the evaluation process;
4. Providing Proposers with a reasonable opportunity to submit any further Proposal information; and
5. Reviewing a suggested modification with a Proposer, submitted pursuant to Section 6.4 (Suggested Modifications), in order to better understand the Proposal and the necessity for an amendment to the RFP seeking revised Proposals.

7.8.2. Procedure for Discussions.

The following specific procedures shall apply during Discussions:

1. Information disclosed by Proposers in the Competitive Range during Discussions will not be made public until after execution of the Contract (subject to applicable law);
2. Discussions may be written and/or verbal; and
3. No indication will be made to any Proposer of the evaluation status of any other Proposer or Proposal.

During Discussions, PRITA personnel involved in the Discussions will not engage in conduct that:

1. Favors one Proposer over another or engages in “technical leveling” or “technical transfusion;”
2. Reveals a Proposer’s Financial/Cost Proposal without that Proposer’s permission. However, PRITA may inform a Proposer that its Financial/Cost Proposal is considered by PRITA to be noncompetitive and reveal the results of the analysis supporting that conclusion;
3. Reveals the names of individuals providing reference information about a Proposer’s past performance; or
4. Knowingly furnishes selection information in violation of PRITA’s procurement policies and/or Puerto Rico law.

7.8.3. Proposal Revisions and Best and Final Offer.

Although PRITA reserves the right to issue a request for Proposal revisions (including BAFOs), PRITA is under no obligation to do so. PRITA may make its selection based on the initial Proposals submitted. If PRITA issues a requests for Proposal revisions in one Work Group, it is not obligated to do so in other Work Groups.

If PRITA requests Proposal revisions and/or BAFOs in a Work Group, Proposers in the Competitive Range may be requested and/or allowed to revise their Proposals, including correction of any weaknesses, minor irregularities and/or errors identified to the Proposers by PRITA following initial evaluation of the Proposals. The request for Proposal revisions and/or BAFOs will allow adequate time for the Proposers to revise their Proposals. Upon receipt of Proposal revisions and/or BAFOs, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and revise ratings as appropriate. Although this RFP allows for Proposal revisions and/or BAFOs, all efforts will be made to make a selection based on initial Proposals. If Discussions are held, PRITA will attempt to limit the selection process to a single BAFO following Discussions. If a Proposal revision and/or BAFO is requested of a Proposer, and that Proposer opts to not submit a Proposal revision and/or BAFO, that Proposer’s original Proposal or most recent Proposal revision, as appropriate, will be treated as its BAFO.

7.9. Amendment to the RFP after Receipt of Proposals.

After receipt of Proposals, PRITA may issue an amendment to the RFP under the following two circumstances:

1. If, during the Proposal evaluation process, an error is discovered in the RFP; or
2. If PRITA determines it is in its best interest to consider suggested modification submitted pursuant to Section 6.4 (Suggested Modifications).

If PRITA issues an amendment to the RFP after receipt of Proposals, the amendment will be issued to all Proposers that continue to be eligible for selection at the time the amendment to the RFP is

issued. The amendment to the RFP will request submission of revised Proposals.

7.10. Best Value Determination.

The initial successful Proposer for each Work Group shall be selected using a "best value" determination based on the combination of scores received for the Technical Proposal and the Cost Proposal (assuming that a Proposer has passed all Pass/Fail evaluation factors). PRITA reserves the right to award a Contract to a Proposer that is not the lowest bidder.

PRITA's procedures for the evaluation and selection of Proposals were designed to provide a comprehensive evaluation of the Technical Proposals and Cost Proposals that will result in the selection of the most advantageous Contractor for each Work Group.

In determining the best value, PRITA will determine whether the Proposals are responsive and evaluate both the pass/fail and the rated evaluation factors as further set out herein for each Work Group.

PRITA will not select any Proposer that receives a rating of fail on any pass/fail evaluation factor or a score of "unacceptable" (i.e. zero (0) points) on any rated evaluation factor for that Work Group. PRITA will not select any Proposer that PRITA determines has submitted a non-responsive Proposal or to have submitted any pricing information that is not reasonable, responsible or balanced for that Work Group.

7.11. Negotiations.

After selection, but prior to execution of the Contract, PRITA may, in its sole discretion, either (i) conduct negotiations with the selected Proposer, or (ii) choose not to conduct negotiations with the selected Proposer and execute the Contract with the selected Proposer based on its written Proposal and any additional information received during Discussions, Proposal revisions and/or BAFOs (if conducted) for each Work Group.

If PRITA elects, in its sole discretion, to conduct negotiations with one or more selected Proposer, PRITA will conduct negotiations with the selected Proposer(s) until either of the following events:

1. PRITA and the selected Proposer(s) come to mutual agreement on the scope, contractual terms and financial terms of the Contract, and the Contract is executed; or
2. Either party determines that the parties cannot successfully agree as to the scope, contractual terms and/or financial terms of the Contract, and negotiations are terminated.

If the parties are unable to reach agreement on the scope, contractual terms and/or financial terms of the Contract, then PRITA may, in its sole discretion, negotiate with the next most advantageous Proposer in that Work Group or choose to terminate the procurement in its entirety. Once negotiations have been terminated with any Proposer, the negotiations may not be reopened with that Proposer under any circumstances.

8. Protest Procedures.

A protest must be submitted by an interested Party no later than 10 business days after the allegedly aggrieved person or party is notified of contract award. All protest must be in writing and shall include 3 copies contain the following:

- The procurement title and/or number under which the protest is made.
- Name and address of the allegedly aggrieved party.
- A detailed description of the specific grounds for the protest and all supporting documentation.
- The specific ruling or relief requested.

Written protest shall be addressed to Director, Procurement and Contracts Division of PRITA.

Upon receipt of a timely written protest, the Director will consider the protest in accordance with established procedures and promptly issue a written decision stating the reasons for the action taken and informing the allegedly aggrieved person of his/her right to appeal the decision to the Executive Director.

The decision made by the Director shall be final and conclusive unless appealed in writing to the Executive Director within five (5) business days of receipt by the Protestor.

9. General Conditions.

9.1. Property of PRITA.

All documents submitted by Proposers in response to this RFP will become the property of PRITA, except for any documents that have been properly identified as containing confidential proprietary or trade secret information in accordance with Section 4.2 (Non-Public Process). Notwithstanding anything to the contrary, no documents shall be returned to Proposers.

9.2. Inclusion in the Contract.

Subject to Section 9.3 (Form of the Proposed Contract) of this RFP, the Technical Proposal and the Financial Proposal submitted by the successful Proposer(s), including any Proposal revision and BAFO documents, shall be incorporated into, and made part of, the Contract at execution with the order of priority as determined by PRITA.

9.3. Form of Proposed Contract; Compensation Method.

The "Contract" is the form of contract to be executed between the parties. There will be a separate Contract for each Work Group. Once executed, the Contract will constitute the written agreement between the parties. The Contract will include: (i) the Contract; (ii) those portions of the successful Proposer(s)'s Proposal that PRITA elects, in its sole discretion, to incorporate; (iii) the NTP; and

(iv) any amendments and change orders that are required to complete the performance of the Contract in an acceptable manner, including authorized extensions thereof, all of which will constitute one instrument. The draft Contract is included as Schedule 3 to this RFP. The Contractor shall be compensated with a firm-fixed price contract paid in monthly installments based on the amounts indicated in the Cost Proposal. A firm-fixed price contract establishes a single price that is not subject to any adjustment on the basis of the Contractor's cost experience in performing under the Contract. The Contractor takes full responsibility for the cost and profit outcome, and thus the Contractor has maximum incentive to control costs and complete the Contract on schedule.

9.4. Reference Documents.

Reference Documents are provided by PRITA for use in the Proposer's Proposal preparation, at the Proposer's discretion. Accordingly, Reference Documents, including plans contained therein and/or so designated elsewhere in the RFP, are not considered Contract Documents, and are provided to the Proposers for informational purposes only.

Moreover, in order to better ensure the appropriate level of detail and information in the Proposals, PRITA will make available the following documents during the RFP process for review by Proposers that have executed the Confidential Information Agreement attached with Schedule 2 to this RFP:

- a. Draft ACT/Tren Urbano O&M Oversight Technical Services Procurement.
- b. Draft ATM/P3 O&M Ferry RFP Procurement.
- c. Draft PRITA O&M Bus and Paratransit Service RFP Procurement.
- d. Existing manuals, policies and procedures for bus fixed route and paratransit (ADA) services.
- e. Existing manuals, policies and procedures for ferry services.

PRITA encourages Proposers to assess the above documents when preparing their Proposals.

9.5. Examination of the Request for Proposals and Work Site and Assets.

The Proposer shall carefully examine the site of the proposed work and assets before submitting a Work Group Proposal. The submission of a Work Group Proposal will be considered prima facie evidence that the Proposer has made such examination and is informed as to the conditions to be encountered in performing the Contract and as to the requirements of the Contract. Proposers are encouraged to visit all publicly-accessible portions of PRITA's property and commuter rail system.

10. General Conditions.

1. At the request for any Proposer, PRITA will provide copies of available documents (that PRITA determines in its sole discretion to be necessary) for the Project/Service to all Proposers. PRITA, however, makes no warranty or representation as to the accuracy, approved-status or usefulness of such documents for purposes of responding to the RFP or, if

contracted, performance of the Contract.

2. PRITA reserves the right to initiate additional procurement action for any of the services described in the RFP.
3. Proposers that employ or contract licensed professionals in States other than Puerto Rico are eligible to participate in the RFP. But, for example, State law regulates the Engineering Practice, it is required that non-Puerto Rico licensed engineers shall request reciprocity if awarded to perform the works.
4. Proposers responding to the RFP understand and agree that in the event that a Proposer is selected, the Proposer must maintain the following insurance coverage policies.
 - Workmen's compensation insurance required for this type of work, covering the period of time of the construction (“Fondo del Seguro del Estado”)
 - Public Liability Insurance (\$500,000) and a hold harmless agreement in favor of PRITA.
 - General Liability
 - Automobile Liability
 - Professional Liability Insurance with minimal coverage in the amount of five hundred thousand dollars (\$500,000).
5. A Proposer responding to the RFP understands and agrees that in the event that the Proposer is selected for the Contract, the Proposer must submit in the next ten (10) days of notification the following documents:
 - Corporate Resolution Authorizing the Person who will sign the contract.
 - Child Support No Debt Certification (ASUME) from company and company partners.
 - Negative Property Tax Debt Certification (CRIM)
 - Treasury Department Forms: SC 6088, SC 2927, SC 2942 (SC 6096-individuals only),
 - No Debt Certification from Workers Compensation State Insurance Corporation: “Corporación del Fondo del Seguro del Estado”.
 - No Debt Unemployment and Disability Insurance Certification from the Puerto Rico Department of Labor.
 - No Debt Drivers Insurance Certification from the Puerto Rico Department of Labor.
 - A performance bond of fifteen percent (15%) of the awarded amount of the Contract posted in the benefit of ATI by the Proposer in a form acceptable to ATI. The insurer must be authorized to conduct business in Puerto Rico and duly licensed by the Office of the Commissioner of Insurance of Puerto Rico.
6. A Proposer responding to the RFP understands and agrees that in the event that the

Proposer is selected, the Proposer is subject to the law No. 84 of 18 June 2002. It establishes a code of conduct that regulates the conduct of contractors and suppliers of goods or services with the Executive of the Commonwealth of Puerto Rico and applicant economic incentive agencies.

7. A Proposer responding to the RFP understands and agrees that in the event that the Proposer is selected for a particular project, the Proposer is subject to FTA's Federal Contract Provisions Included on Section 13 (Federal Transit Administration Contract Clauses; Other Certifications).
8. PRITA is not liable for any costs incurred by the responding Proposers in connection with its submittal of a response to the RFP.
9. Responses to the RFP are public records available for inspection by the public upon issuance of PRITA's Notice of Intended Selection.
10. Any interpretation or correction will be issued as an Addendum by PRITA. Only a written interpretation or correction by Addendum shall be binding. No Proposer shall rely upon any interpretation or correction given by any other method.
11. The Proposer certifies that neither it nor any of its shareholders, partners, officers, principals, employees, subsidiaries or parent companies to the best of its knowledge and belief have ever been convicted or probable cause for arrest has been found against them for any offense against the treasury, faith and public service, against the government or involving public funds or property, at the federal or state level. If any of the above is found to be the case, the contract can be terminated with any further obligation of PRITA [Act 458-2000, Act 84-2002, Act 237-2004].

11. PRITA Rights.

PRITA may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform under the Contract. PRITA reserves the right, in its sole and absolute discretion, to do any of the following:

- Reject any or all Proposals;
- Award Contracts to separate Proposers;
- Issue a new Request for Proposals;
- Cancel, modify or withdraw the RFP;
- Issue Addenda, supplements and modifications to the RFP;
- Modify the RFP process (with appropriate notice to Proposers);
- Appoint the selection and evaluation personnel to review Proposals and seek the assistance of outside technical experts in the Proposal evaluations, if necessary;

- Approve or disapprove the use of particular subcontractors and/or substitutions and/or changes in Proposals;
- Revise and modify, at any time before the Proposal Due Date, the factors it will consider in evaluating Proposals and otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, PRITA will circulate an Addendum to all Proposers setting forth such revisions and modifications;
- Correspond with the Proposers responding to this Proposal, including holding meetings to seek an improved understanding and evaluation of the Proposals;
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- Disqualify any Proposer that changes its organization (as represented in its Proposals) without PRITA written approval;
- Waive weaknesses, informalities and minor irregularities in Proposals; and/or
- Refuse to issue an RFP to a prospective Proposer and refuse to receive or open a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 - Failure on the part of the Proposer or a member of the Proposer's team to pay, satisfactorily settle or provide security for the payment of claims for labor, equipment, material, supplies or services legally due on previous or ongoing contracts with PRITA;
 - Default on the part of the Proposer or a member of the Proposer's team under previous contracts with PRITA;
 - Unsatisfactory performance by the Proposer or a member of the Proposer's team under previous contracts with PRITA;
 - Issuance of a notice of debarment or suspension to the Proposer or a member of the Proposer's team;
 - Submission by the Proposer of more than one Proposal in response to this RFP under the Proposer's own name or under a different name;
 - Existence of an organizational conflict of interest or evidence of collusion between a prospective Proposer (or any member of the Proposer's team) and other Proposer(s) (or members of the Proposer's team) in the preparation of a proposal or bid for any PRITA contract; and/or
 - Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or a member of the Proposer's team is responsible which, in the judgment of PRITA, might reasonably be expected to hinder or prevent the prompt and full performance of the Contract, if awarded.

The RFP does not commit PRITA to enter into a Contract nor does it obligate PRITA to pay for any costs incurred in preparation and submission of the Proposals or in anticipation of a Contract. By submitting a Proposal, Proposers disclaim any right to be paid for such costs.

In no event shall PRITA be bound by, or be liable for, any obligations with respect to the Contract until such time (if at all) as the Contract, in form and substance satisfactory to PRITA, has been executed and authorized by PRITA and approved by all required parties, and then only to the extent set forth therein.

12. PRITA Disclaimer.

In issuing this RFP and undertaking the procurement process contemplated hereby, PRITA specifically disclaims the following:

1. Any obligation to award or execute a Contract pursuant to this RFP; and
2. Any obligation to reimburse a Proposer for any costs it incurs under this procurement.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

13. Federal Transit Administration Contract Clauses; Other Certifications.

The FTA's federal cross-cutting requirements shall apply to the Contract, and Proposers must comply with the following federal certifications and assurances (collectively, the "**Federal**

1. Fly America Requirements
2. Cargo Preference Requirements
3. Energy Conservation Requirements
4. Federal Changes
5. No Government Obligation to Third Parties
6. Program Fraud and False or Fraudulent Statements or Related Acts
7. Termination
8. Civil Rights Requirements
9. Disadvantaged Business Enterprise (DBE) Requirements
10. Buy America Requirements
11. Seismic Safety Requirements
12. Clean Water Requirements
13. Lobbying
14. Access to Records and Reports

15. Clean Air
16. Recycled Products
17. Davis-Bacon and Copeland Anti-Kickback Act
18. Contract Work Hours and Safety Standards Act
19. Government-Wide Debarment and Suspension (Non-procurement)
20. Breaches and Dispute Resolution
21. Right of Protest
22. Reserved
23. Compliance with Federally Required Clauses and Requirements
24. Americans with Disabilities Act (ADA)
25. Charter Bus and School Bus Requirements
26. Privacy Act
27. Transit Employee Protective Agreements
28. Drug and Alcohol Testing
29. Incorporation of Federal Transit Administration (FTA) Terms

Each Proposer is responsible for ensuring that it complies with the Federal Certifications and Assurances. Non-compliance with the Federal Certifications and Assurances may render a Proposer non-responsive and disqualify the Proposer from further consideration. Forms for the Federal Certifications and Assurances are included in Schedule 2.

Schedule 1:
Description of Consultant Position Roles and Responsibilities

1. Transit Operations and Services, senior position: Director of Transit Operations

Executive work of great responsibility and authority consisting of planning, direction, monitoring, coordination and evaluation of the operational and administrative activities of the Department of Transit Operations. Entails responsibility for the effectiveness, quality and efficiency of the processes generated in offices such as: heavy rail and bus transit, maritime transportation, and paratransit (ADA) services. Plans, implements and monitors public intermodal transit systems. Establishes and monitors logistics services schedules and routes to encourage the use of public transit, in conformity with the PRITA mission. Participates actively in the effective implementation of the PRITA public policy in all matters related to the activities of the Department of Transit Operations. Ensures compliance with the public policy of PRITA to promote the development of the activities of integrated transportation and service excellence for the citizens, as established under Act 123 of August 2014, as amended.

Monitors compliance with the goals and objectives of the area under his responsibility, to ensure that they respond to PRITA's mission. Reviews the results of the Department of Transit Operations, against established KPIs and metrics; and acts as a facilitator to ensure the achievement of successful results, expected service levels and O&M contract administration and compliance, including federal and state requirements and regulations.

Anticipates situations and acts proactively in the development of action plans that respond to changes in laws, regulations, technology and unforeseen situations that impact the activities, services and operations under his responsibility.

Works under the supervision of the PRITA Executive Director. Exercises a high degree of initiative, judgment and discretion to develop the work, present alternatives and recommendations for the care and solution of extraordinary situations. In general, the work is evaluated through meetings, reports, presentations and the results obtained.

Establishes a continuous and direct communication with the Executive Director, officials and employees, with external resources and representatives of the Commonwealth of Puerto Rico Government and federal, regulatory agencies, suppliers and contractors on matters related to the tasks and activities of the Department under his responsibility. Requires strategic thinking, ability to influence and to present alternatives.

1.2 Duties and Responsibilities

1. Plans, directs, supervises, coordinates and evaluates activities relating to the Offices assigned to the Department of Transit Operations, such as: heavy rail Tren Urbano program, bus transit services, maritime transportation, and paratransit service (ADA) for the heavy rail and bus fixed route services.

2. Interprets and applies laws, regulations, procedures, manuals and regulations issued by regulatory agencies, both from the Commonwealth of Puerto Rico and the federal government; ensuring that PRITA's transit services and operational activities are under compliance.
3. Plans, establishes, evaluates and monitors the integrated transportation system to ensure that its routes and timetables for the heavy rail, bus and maritime services facilitate the citizen's access to public transportation and its efficiency and quality.
4. Responsible that the activities are carried out in accordance with the mission and objectives of PRITA, as well as the policies, laws, procedures, controls and regulations of the Commonwealth of Puerto Rico and federal agencies.
5. Establishes strategic alliances with public and private universities, associations, professional groups, and government and municipal agencies to carry out studies and research on services, operations and performance; as well as the economic and social impact of the intermodal transit system. Identifies opportunities for maximizing efficiency by reducing travel time, travel costs and distance between stops, and improving access, intervals, length of service, flexible connections, and security levels, among others.
6. Monitors and supervises the correct application of contractual agreements for the third-party operation and maintenance tasks for the transit services and operational activities.
7. Analyzes technical aspects of requested changes to contracts and issues recommendations to the Executive Director, before approving them.
8. Responsible for activities being carried out in accordance with PRITA's mission and objectives as well as state and federal policies, laws, regulations, procedures, controls and regulations.
9. Ensures that the intermodal managers in charge of transit operations are up-to-date and comply with policies, internal procedures and controls related to operations and services.
10. Provides course of action to issues and activities relevant to the Department of Transit Operations with diligence and promptness. Oversees that the transit activities are carried out in compliance with standards of quality, metrics, efficiency, teamwork, commitment and sense of urgency.
11. Anticipates, formulates and implements strategic actions that will ensure the effective management of internal and external influences that impact the activities of the Department of Transit Operations such as: changes in regulations, agreements with regulatory agencies, implementation of new technology, restructuring of programs, organizational change, and new services or changes to existing ones.
12. Identifies, attends and searches for a fast and effective solution to situations or events that impact the services and operations of the intermodal transit system.
13. Responsible for the control and effective use of the budget assigned by the Commonwealth Government and federal agencies to the Department of Transit Operations, and ensures the efficiency and quality of services and operations, in accordance with the priorities, work and strategic plans established by the PRITA Executive Director and the Board of Directors.

14. Advises the Executive Director and PRITA officials in matters related to the activities of the Department of Transit Operations.
15. Prepares and provides reports, statistics, and other documents related to the activities, operations and services of the Department of Transit Operations, as required by representatives of federal and Commonwealth regulatory agencies.
16. Evaluates and refers information, documents, statistics and related functions, operations and services of the department, required by regulators, state, and federal agencies.
17. Analyzes documents, laws, regulations and procedures related to office processes and is responsible for providing recommendations, actions and ensuring compliance with PRITA's mission and its applicable laws, regulations and standards.
18. Represents the Executive Director in delegated activities and participates in special committees and work teams to develop strategies, initiatives and projects, evaluate results and issue recommendations; and attends the Board of Director's meetings when required.
19. Authorizes and certifies reports, documents and statistics prepared by the Department of Transit Operations; prepares presentations on the progress of projects and activities, metrics and the results expected in accordance with PRITA's mission, work plans, goals and objectives.
20. Participates in the development and implementation of contingency plans to address emergency situations and disputes affecting the operations and service of PRITA and the Department of Transit Operations.
21. Utilizes the Internet and technological applications to research and obtain information to be used in the production of reports, tables, statistics, and maintenance of database-related responsibilities and activities in charge.
22. Replaces managerial staff according to the needs of operational service, when required by the Executive Director.

1.3 Knowledge, Skills, and Abilities

1. Knowledge of Act 123 of August 2014, as amended, which created PRITA and Puerto Rico Government and federal regulations, laws, policies, standards and procedures related to activities, programs, operations and services under its responsibility.
2. Knowledge of PRITA's mission, vision, goals, and its strategy and work plans.
3. Knowledge of PRITA's organization and functions, and the operations and services of offices under his or her responsibility.
4. Knowledge of the operation, scope and management of intermodal transit systems.
5. Knowledge of services and operations related to surface transit, maritime transportation, and paratransit (ADA) services.

6. Knowledge of the laws, regulations and the Commonwealth of Puerto Rico Government and federal regulations governing operations and services related to the Department of Transit Operations.
7. Knowledge of the dispositions of Law Number 1 of 2012 and Government Ethics Act of 2011.
8. Knowledge of the modern principles and techniques of human resources supervision.
9. Knowledge of information gathering techniques for the analysis, evaluation and presentation of data and statistics, utilizing tables and graphs.
10. Knowledge of technological applications and computer systems related to the processes and activities of the offices under his/her responsibility.
11. Ability to interpret and apply laws, regulations and procedures related to the processes, services and the operations of the Department of Transit Operations.
12. Ability to manage databases.
13. Ability to prepare professional, relevant presentations and progress report of the activities to the Executive Director and the Board of Directors.
14. Ability to work in teams and make precise and effective decisions, in order to achieve the expected results.
15. Ability to work with a strategic approach for the fulfillment of goals and objectives.
16. Ability to perform complex mathematical computations quickly and accurately.
17. Ability to express with clarity and precision in English and Spanish, both verbally and in writing.
18. Ability to establish and maintain effective interpersonal relations with the Executive Director, members of the Board of Directors, PRITA staff, suppliers, contractors and the general public.
19. Skilled at the operation of calculators, computers, terminals, technological applications and the use of cyber networks.

1.4 Education and Experience

1. Bachelor's degree in Administration, Management, Engineering, or other related fields, from an accredited college or university.
2. Ten (10) years of experience or more in professional and specialized work related to service and operational activities in transit and intermodal transportation. Experience in staff management and supervision.

3. A combination of additional academic preparation and professional experience is also acceptable.

1.5 Special Requirements

1. Professional Engineer license must be issued by the appropriate Board of Examiners. Proposers that employ or contract licensed professionals from states other than Puerto Rico are eligible to participate in the RFP. But, for example, the laws of the Commonwealth regulate the practice of engineering and it is required that non-Puerto Rico licensed engineers shall request reciprocity by the Commonwealth's Board of Examiners if awarded the work.
2. Availability to travel to various PRITA facilities, state and federal agencies and other required sites.

2. Capital Projects/Facility Management: Engineer (one senior, two junior consultant)

CAPITAL PROJECTS: Professional and specialized work in the engineering field, which consists in supervising, coordinating, monitoring, inspecting, and executing various duties related to the design, revision, and analysis of studies, blueprint certifications, and specifications of the facilities of PRITA. Is responsible for supervising the planning and administration of the structural, mechanical, electronic, and electrical capital improvements projects that are developed in heavy rail, bus, and ferry facilities. Verifies, corrects, and certifies blueprints and all work related to the structures, machinery, and equipment used for PRITA's operations. Analyzes, verifies, and ensures that engineering-related work is carried out in compliance with applicable laws, codes, regulations, policies, and procedures established by state and federal agencies, and in accordance with PRITA's goals, objectives, and programmatic and strategic projects.

Gathers and analyzes statistics and data related to the activities and projects in order to prepare required reports and evaluate the efficiency and productivity of PRITA's construction, repairs, and maintenance processes. Assist PRITA in the development of a capital improvement plan for all transit modes. Provides recommendations, viable alternatives, and outcome measurement systems, with the purpose of ensuring a service of excellence and compliance with programmatic and operational commitments and work expectations.

FACILITY MANAGEMENT: Work is to direct, coordinate, inspect, monitor and evaluate activities related to operation, maintenance and cleaning of the premises, facilities, train stations, and terminals of PRITA. Conducts inspections and monitoring of the infrastructure, structures, facilities and grounds to ensure that the needs of state of good repair, maintenance and upkeep, corrective and preventive measures are addressed with speed and urgency required. Assists PRITA in the development of a facility maintenance and inspection management plan for all transit facilities. The facility management plan must include the inspection protocol and field forms used for the data collection. It is responsible for ensuring the efficient delivery and quality of services; take the necessary measures to comply with the work plans or make necessary changes in the area of inspection, conservation and maintenance of facilities. Supervises assigned staff and contractors to ensure compliance with the agreements, policies, security standards, procedures and requirements of federal and state agencies. Ensures that operational and administrative tasks are

carried out under its responsibility diligently, effectively and in compliance with quality standards, metrics, efficiency, productivity, teamwork, commitment and sense of urgency.

Attends to the work and assigned projects with promptness and sense of urgency, and provides solutions with the required quality and effectiveness.

Works under the general supervision of a Director, Manager or official in a similar hierarchical position. The work will be evaluated through performance, meetings, reports, presentations, and obtained results, in order to verify compliance with the policies, procedures, and regulations established by state and federal agencies.

Establishes contacts and professional relations with PRITA's directors and officials, external consultants, project managers and representatives of state and federal agencies in matters related to duties and responsibilities.

Requires strategic thinking, capacity to advise, influence, and present alternatives. Intervenes as facilitator of actions that ensure compliance and achievement of the mission, goals, objectives, service expectations, and desired outcomes.

2.1 Duties and Responsibilities

1. Supervises, coordinates, monitors, and carries out duties related to the design, revision, and analysis of technical studies, blueprint certifications, and specifications of PRITA's facilities.
2. Supervises the planning and administration of structural, mechanical, electronic, and electrical projects that are developed in PRITA's facilities.
3. Intervenes and designs structures and infrastructures for buildings, transit terminals, repair shops, and administrative services within PRITA's facilities.
4. Coordinates services to carry out studies of structures, land tracts, and physical planning in order to determine viability and compliance with current regulations for the location or expansion of PRITA's projects.
5. Prepares blueprints, specifications, and cost estimates, development of specifications for tender publications, contract revisions, and processes documents for obtaining permits, endorsements, and approvals from state and federal agencies.
6. Composes descriptions of situations regarding the structures and public roads used by modes of transportation that offer PRITA's transit services.
7. Monitors, inspects and evaluates projects in progress to determine constructions costs and completed work.
8. Revises and certifies invoices, reports, and other documents related to the activities under his or her responsibility in order to issue payments to contractors.

9. Develops, implements and communicates regulations, policies, manuals and procedures related to the activities of state of good repair, preventive and corrective maintenance of facilities for use by staff and external contractors.
10. Establishes and ensures the facility maintenance plan, state of good repair program, maintenance and cleaning facilities, structures and mass transportation terminals comply with work plans, regulations, policies, standards and procedures.
11. Attends public assemblies in matters related to engineering projects and represents PRITA before administrative or regulatory organizations, or other institutions, as required.
12. Determines and identifies the necessary studies for project development, submits recommendations, and maintains monitoring system.
13. Administers services under contracts for the design, conservation, improvements, and constructions that are necessary for the availability and use of facilities and roadways used by PRITA's modes of transportation; maintains control of their development and progress. Supervises and inspects the services under contract to ensure compliance with projects' specifications, requirements, and contract terms.
14. Identifies operations and projects under construction that could have environmental impact. Evaluates or recommends the hiring of professional services in the areas of soils, archeology, studies of groundwater/underwater, and others necessary for decision making. Inspects and revises the results with the purpose of ensuring accuracy and reliability. Evaluates studies and transactions of financial impact and provides recommendations in the areas of competence.
15. Collaborates in project management, exercises role of specialist in the areas under his or her charge, and maintains coordination between consultants according to programmed terms.
16. Inspects, according to his or her specialty, the technical and mechanical repairs and other work carried out by mechanics, electronic technicians, or others, in the repair shops that attend to ships or other transit units.
17. Evaluates and recommends situations and events related to the sale, rent, and acquisition of land and buildings for the development of PRITA's facilities, terminals, stations, or repair shops.
18. Supervises and inspects the work carried out by consultants, through the revision of blueprints, specifications, and designs, and ensures the fulfillment of PRITA's projects.
19. Attends with promptness and sense of urgency all service requests in order to provide efficient solutions in accordance with procedures, norms, laws, and other applicable regulations.
20. Keeps supervisor informed on extraordinary issues and presents recommendations to solve situations that are out of his or her scope of control and decision due to regulations or internal policies.

21. Supervises staff, directly and indirectly, on the execution of projects, as required and according to the necessities of each area.
22. Offers training and guidance to required staff, including the use and management of electronic systems for the design of blueprints, measuring instruments, planning, and task schedules, among others.
23. Keeps updated the procedures, guides, and norms for the proper use of PRITA's structures, equipment, and systems.
24. Prepares presentations, reports, and graphs related to the assigned projects and activities.
25. Receives, controls, and safeguards confidential documents and other work related aspects that are regulated by laws or by PRITA's internal policies.
26. Updates knowledge related to scope of work and area of competence; participates in trainings, seminars, courses and other continuing education activities.
27. Searches for information through applications for engineering design, Internet, and other electronic sources for the analysis and development of the assigned tasks.
28. Replaces PRITA's managerial staff according to operational and service needs.

2.2 Knowledge, Skills, and Abilities

1. Knowledge of the principles, norms, and practices of civil construction and structural, mechanical, and electrical design, established in the codes and regulations applicable to the engineering field and areas of competence.
2. Knowledge of engineering theory, principles, and practices and their application on repairs, inspection, maintenance, and construction of transit structures, equipment, and machinery.
3. Knowledge of the tendencies and developments in the field of facilities, equipment, and vehicles used in modes of maritime and mass transit.
4. Knowledge of PRITA's mission, vision and of Law Number 123 of August 2014, as amended, which created PRITA and its scope in the assigned activities.
5. Knowledge of the dispositions of Law Number 1 of 2012 and of the Government Ethics Law of Puerto Rico.
6. Knowledge of PRITA's organization and operations.
7. Knowledge of the operations, scope, and administration of integrated transit systems and their impact on assigned duties and responsibilities.
8. Knowledge of the principles, techniques, and modern methods of staff supervision.
9. Knowledge of techniques for organization, analysis, and evaluation of information and statistics, in order to present graphs, reports, and specifications for maintenance, repairs, or operations.

10. Ability to analyze and interpret blueprints for civil construction, electric and electrical systems, and others related to PRITA's facilities.
11. Ability to interpret and apply laws, regulations, and procedures related to the construction and repairs activities of the Government of the Commonwealth of Puerto Rico.
12. Ability to supervise staff and work in teams to achieve immediate results in accordance with established priorities and desired outcomes.
13. Ability to work with strategic and compliance focus, sense of urgency, and achievement of goals, objectives, and desired outcomes.
14. Ability to do mathematical calculations quickly and accurately.
15. Ability for the management and coordination of multiple and diverse tasks.
16. Ability to work under pressure and to manage and promptly solve difficult or tense situations.
17. Ability for verbal and written expression in Spanish and English.
18. Ability to compose and present clear and precise reports in Spanish and English, update databases and prepare professional presentations related to assigned responsibilities.
19. Ability to use and manage the Internet and other technological applications for the search of information to be used in the preparation of reports, presentations, tables, statistics, and database maintenance.
20. Ability to establish and maintain professional relations with PRITA's directors, officials, and employees and representatives of state and federal agencies, including the Puerto Rico Planning Board, Permits Management Office, and others, in matters related to projects undergoing planning, permits or development processes.
21. Skills in the operation of equipment and computer applications, such as: Microsoft Office (Word, Excel, and Power Point), AutoCAD, Adobe Professional, Internet, and other systems and applications related to the engineering field.

2.3 Education and Experience

1. Bachelor's degree in Transportation, Civil, Mechanical, Industrial, or Electrical Engineering or other required area, according to the area of specialty required by the position.
2. SENIOR POSITION: Ten (10) years of experience as Professional Engineer in professional work related to design, inspection, maintenance, repairs, rehabilitation and construction of transit structures, equipment, facilities, or systems.
3. JUNIOR POSITIONS: Four (4) years of experience as Professional Engineer in professional work related to design, inspection, maintenance, repairs, rehabilitation, and construction of transit structures, equipment, facilities, or systems.
4. Advanced graduate studies in related specialties substitute two years of experience.

2.4 Special Requirements

1. Professional Engineer license must be issued by the appropriate Board of Examiners. Firms that employ or must contract licensed professionals from other State than Puerto Rico are eligible to participate in the RFP. But, for example, the Commonwealth Law regulates the Engineering Practice, if required that non-Puerto Rico licensed engineers shall request reciprocity if awarded to perform the works.
2. Previous experience in the design, structural assessment and repair of fixed guideway for rail and/or highway, structures, maritime transportation or port facilities, or transit buildings. (At least one person in the team must have experience/knowledge related to one transit mode: rail, ferry and buses)
3. Valid driver's license, issued by the Department of Transportation and Public Works of Puerto Rico, as established by Law Number 22 of January 7, 2000, known as the Law of Vehicles and Transit of Puerto Rico.
4. Availability to travel to various PRITA's facilities in the Commonwealth, and other required sites.

3. Accounting System Implementation, senior position: Accounting Manager

Professional and supervisory work consisting of planning, directing, coordinating, and evaluating financial and accounting activities and tariff affairs of PRITA. Directs staff efforts to ensure that the administration and control of financial and accounting processes are in compliance with Law Number 123 of August 2014, as amended, and with PRITA's mission of promoting integrated transit activities. Is responsible for ensuring that all accounting processes and activities are conducted in accordance with laws, procedures and applicable state and federal regulations. Carries out analysis, research and studies related to finance, accounting systems and tariff affairs in order to identify opportunities for improvement, innovation, efficiency and effective use of human, fiscal and material resources, including assigned state and federal resources.

Ensures that the activities of the Accounting Office are conducted with diligence, effectiveness and compliance with quality standards, metrics, efficiency, productivity, teamwork, commitment and sense of urgency.

Works under the direction of the Director of Administration and Finance. Performs with ample liberty in order to establish and implement controls, adapt approaches and management styles to guarantee the achievement of PRITA's mission, goals, objectives and expected outcomes. The work will be evaluated through meetings, reports, presentations and obtained results. Supervises and evaluates the work of professional, technical and support staff.

Establishes contact and official relations with PRITA's officials, external resources, representatives of state and federal agencies, representatives of banking institutions, suppliers, contractors and others, in matters related to the advising and control of accounting, financial and tariff affairs under his or her direction.

Requires strategic thinking and capacity to advise, influence and present alternatives. Intervenes as facilitator of actions that ensure compliance and the achievement of PRITA's mission, goals, objectives, service expectations and desired outcomes.

3.1 Duties and Responsibilities

1. Plans, directs, supervises, coordinates and evaluates the functioning, operations and services of the Accounting Office, such as: Payroll, Pre-Intervention, Invoices and Payments, Accounting and Analysis and Tariff Affairs.
2. Is responsible for ensuring that all processes and activities related to the administration and control of accounts, operations, expenses, revenues, tariff issues, commitments and financial flows are in compliance with PRITA's mission, strategic and work plans, fiscal measures, standards and established metrics. Provides recommendations to ensure updated, precise, and reliable services in finance and accounting.
3. Interprets and applies accounting circulars, regulations and manuals issued by the Department of Treasury, Comptroller Office and other regulatory agencies, regarding fiscal affairs.
4. Coordinates, supervises, analyzes interprets and monitors the preparation of documents, such as federal funding requests through electronic transfers or reimbursement application forms, bank reconciliation, financial statements, expense reports and other related documents.
5. Meets with the Budget Manager to analyze and discuss monthly budgetary projections, revenues, debits, and assigned funds in accordance with regulations established by the General Fund and special revenue funds.
6. Analyzes, prepares and certifies that accounting, financial and tariff adjustments are carried out in accordance with progress, the behavior of expenditures and revenues, financial practices, programmatic commitments and state and federal law. Certifies the availability of funds for purchase orders, contracts and other services.
7. Oversees that PRITAs' accounting and finance system reflects correctly the revenues, expenditures and inversions in order to provide accurate and reliable information.
8. Analyzes and verifies that revenue statements, expenditures, financial transactions, and adjustments to general ledger are correct. Gives instructions regarding corrective actions and controls for good public administration.
9. Analyzes requests for tariff changes. Plans, directs, supervises and coordinates the necessary studies for the investigation, corroboration and justification of operational, financial and accounting needs in order to provide recommendations and actions for tariff amendments.
10. Prepares explanatory memos that explain and justify accounting, tariff and financial actions and presents them before state and federal agencies, financial institutions and lending institutions, Executive Director or Board of Directors.
11. Represents PRITA before administrative forums, state and federal agencies, and banking institutions as required by his or her duties and responsibilities.

12. Prepares monthly, quarterly and yearly financial reports for PRITA's top management, for the purpose of decision making and analysis by state and federal agencies.
13. Verifies and certifies the disbursement requests for the payment of projects, constructions and capital improvements, purchases, hiring, payroll and others to be approved by the Director of Administration and Finance.
14. Revises and certifies adjustments to accounts and general ledger, bank accounts and others in compliance with applicable laws and practices.
15. Directs, supervises, coordinates and certifies the analysis and preparation of reports of financial and accounting statements.
16. Participates in collaboration with the Director of Administration and Finance in the revision of accounting activities and processes in order to make improvements, incorporate innovative strategies and mechanized systems for PRITA's benefit and in compliance with applicable laws and regulations.
17. Collaborates in the identification of risks and legal and financial restrictions in order to recommend changes that foster the development of goals and objectives established for the achievement of PRITA's mission and strategic plan.
18. Establishes priorities, responds quickly and solves issues that have an impact on finances, accounts, commitments and services. Makes the necessary adjustments in accordance with operational needs and projects in compliance with laws.
19. Prepares presentations related to achievements, financial and accounting affairs, tariff projects, research, statistics and activities.
20. Provides information, facts and statistics of the programs and services under his or her responsibility as required by PRITA's top management, for the purpose of developing strategic plans and work plans, making decisions and evaluating compliance with PRITA's ministerial responsibilities.
21. Collaborates in the identification of productivity indicators, financial and accounting controls and metrics. Evaluates the outcomes and quality of the services provided by the Accounting Office.
22. Responsible for the safekeeping and control of archives, records, documents, equipment and mechanized systems. Implements security measures and controls to ensure confidentiality and appropriate use.
23. Uses the Internet and technological applications for the search of information to be used in the production of reports, tables, statistics, and database maintenance related to assigned responsibilities.
24. Provides internal and external auditors the accounting information that is requested.

25. Participates actively in special committees and work teams for the development of strategies aimed at the efficiency and quality of the services and operations. Also, provides recommendations and financial and tariff adjustments.
26. Maintains strict confidentiality regarding all issues under his or her responsibility. Acts and intervenes with impartiality, prudence and professionalism in work related matters.
27. Replaces PRITA's managerial staff according to the needs of the operational services.

3.2 Knowledge, Skills and Abilities

1. Knowledge of modern principles, techniques and practices related to PRITA's finances, accounting and tariff affairs.
2. Knowledge of the cycles of public accounting.
3. Knowledge of the mission and vision of Law Number 123 of August 2014, as amended, and its scope in financial and programmatic activities.
4. Knowledge of the concepts, practices, studies and processes of tariff changes.
5. Knowledge of accounting circulars, regulations and manuals issued by the Department of Treasury, the Comptroller Office, and other regulatory agencies.
6. Knowledge of state and federal laws that govern the administration of PRITA.
7. Knowledge of the principles, techniques and modern methods of administration and supervision.
8. Knowledge of the techniques of accounting, financial and tariff organization, analysis and evaluation of information and statistics from different sources in order to present tables, graphs and professional and technical reports.
9. Knowledge of dispositions by Law Number 1 of 2012 and the Governments Ethic Law of 2011.
10. Knowledge of the use of technological applications and systems used in accounting and financial processes.
11. Ability to work with a strategic focus oriented towards the achievement of results, goals and objectives.
12. Ability to develop methods and work procedures.
13. Ability to analyze financial and accounting problems and provide corrective actions with a sense of urgency.
14. Ability for the analysis, organization and effective time management oriented towards results.
15. Ability for the management and coordination of multiple and diverse tasks.
16. Ability for verbal and written expression in Spanish and English.
17. Ability to prepare professional presentations and financial and accounting reports that are accurate and reliable.
18. Ability to establish and maintain effective professional relationships with the Director of Administration and Finance, officials and employees, representatives of state and federal agencies, suppliers, and external auditors.

19. Skills in the operation of computer equipment and applications, such as Microsoft Office (Word, Excel, Power Point, Outlook), Microsoft Dynamics GP finance and accounting systems, controls and others related to assigned activities.

3.3 Education and Experience

1. Bachelor's degree in Business Administration, specializing in Accounting or Finance, from an accredited college or university.
2. Eight (8) years of experience in professional work related to accounting, finance or auditing. The Certified Public Accountant (CPA) license substitutes two years of experience. One (1) year of experience in supervision duties or coordination of finance or accounting activities.
3. Previous experience in the implementation of accounting system Microsoft Dynamics Great Plains.

3.4 Special Requirements

1. Certified Public Accountant License
2. Driver's license
3. Availability to travel to various PRITA's facilities, state and federal agencies and other required sites.

4. Accounting System Implementation, junior position: IT Specialists

Specialized work and of supervision consisting in collaborating with the Director of Information Systems and Technology with the planning, coordination, supervision and evaluation of programming, analysis, configuration, integration and maintenance activities of PRITA's information systems. Is responsible for the supervision, coordination and implementation of specialized and technical work on the divisions forming part of the Office of Information Systems and Technology like: Project Management, Systems, Programming and Security of Data, and Communications Network. Participates in innovative technology and information system projects responding to the integrated transit system operational and service needs. Leads and supervises office teamwork efforts to develop and implement reliable information solutions to guarantee the promotion of integrated transit activities and an excellent service for citizens. Ensures performed services and activities promote teamwork, service commitment, quality standards, a sense of urgency and achievement of results. Acts with discretion and maintains confidentiality of subjects and information related with his duties and responsibilities, and access to office confidential information.

Works under the supervision of the Director of Information Systems and Technology. Acts as a counselor in technical and specialized subjects regarding activities under his/her responsibility. Performs his/her work with a high level of initiative and employs own judgment in compliance with the regulations, policies, procedures and established controls. Performance is evaluated through meetings, reports, presentations and accomplishments.

Establishes and maintains contacts and official relations with PRITA's directors and personnel, external consultants, representatives from state and federal government agencies, suppliers, contractors and others regarding subjects related with the offices activities. Requires strategic

thinking, and capacity to advise, influence and present alternatives. Acts as a facilitator for actions that ensure the compliance of mission achievements, goals, objectives, service expectations and expected results.

4.1 Duties and Responsibilities

1. Participates in the planning, coordination, supervision and reevaluation of specialized and technical activities of one or various divisions from the Office of Information Systems and Technology which includes, but isn't limited to: Project Management, Systems, Programming and Security of Data, and Communications Network.
2. Studies, analyzes and submits recommendations regarding mechanized systems, telecommunications, database or in other areas related to information systems to line them with the requirements and efficiency of operations and plans, and integrated transit services offered by PRITA.
3. Develops, implements and monitors compliance with the policies, procedures and controls to ensure optimum operation and the correct use of equipment, information systems, technological, communications networks and security of data and Internet.
4. Provides specialized counsel to PRITA Director of Information Systems and Technology and executive personnel to align the goals, work plans and information systems projects to the new tendencies in informatics technology, communications and security systems.
5. Monitors maintenance of systems through the different technical platforms, management of databases, communications network and installation, correction and update of versions used by the PRITA Office of Information Systems and Technology.
6. Coordinates, supervises and provides technical support in the development, implementation and maintenance of mechanized systems, administration of databases, user account creation and security data systems.
7. Acts as liaison in information technical and specialized subjects with agencies from the Commonwealth of Puerto Rico to coordinate efforts directed to achieve public policy in the informatics area.
8. Performs studies and submits recommendations regarding mechanization processes and acquisition of system and information technology.
9. Supervises service administration, system access and technological equipment, system licenses, warranty compliance and maintenance plan of technological equipment and information systems, communications and data security.
10. Leads, supervises and coordinates planning administrative and technical activities, organization, direction and control of resources under his charge (budget, equipment, materials, personnel) to satisfy technical, cost and time requirements allowing for successful projects of PRITA's mechanization process.
11. Manages, coordinates and participates in the development and implementation of innovative technology and information systems projects. Validates results and ensures the product complies with specification, quality standards, expected efficiency, and established terms and conditions.

12. Provides orientation, training and addresses consults with directors, supervisors and employees regarding system programming activities, the administration of network telecommunications, database, and other activities related to PRITA's information systems.
13. Visits PRITA's facilities and offices to identify needs, specifications, access controls, technical support, and to solve problems impacting the information systems and operations.
14. Supervises backup procedures of data structures, libraries and applications, and collection procedures for the production of executable versions of computer programs administered in PRITA.
15. Participates in the development and implementation of contingency plans for emergency and disaster situations affecting the security and consistency of PRITA's information systems.
16. Interprets and applies circular, regulations, procedures and manuals related to assigned activities and responsibilities.
17. Develops and keeps updated PRITA's rules, procedures, controls and protocols for the use of information systems, security of data and information, and efficiency of telecommunication networks.
18. Ensures assigned personnel performs works in compliance with the goals, objectives, legality, service expectations and commitment with fast, effective and reliable results.
19. Promptly manages and searches a fast and effective solution within his area of competence to subjects impacting assigned information activities and projects.
20. Develops tables, graphics, and statistics and presentations to inform the progress of activities and achievements, formulates work plans and programmatic strategies ensuring the accuracy and reliability of provided information and data.
21. Verifies, authorizes and certifies technical reports, documents and statistics related to activities under his responsibility.
22. Represents the Office Director and PRITA before regulatory state and federal agencies and required forums in subjects related with his responsibilities.
23. Supervises assigned technical and professional personnel.
24. Safe keeps and protects equipment, mechanized systems, database files, privileged and confidential documents and information under his responsibility, and implements and monitors systems and security controls to guarantee its confidentiality and correct use.
25. Updates his knowledge regarding his field of work and area of competence. Participates and offers trainings, seminars, courses and other vocational training.
26. Represents the supervisor in delegated activities and substitutes other management personnel in their duties and responsibilities when service and operational needs require it.

4.2 Knowledge, Skills and Abilities

1. Knowledge of the principles, techniques and modern practices in the technology of information systems.
2. Knowledge of information systems administration and security techniques.

3. Knowledge of the mission, vision and Law Number 123 of August 2014, as amended, which creates PRITA and its reach in programmatic activities.
4. Knowledge of dispositions by Law Number 1 of 2012 and the Governments Ethic Law of 2011.
5. Knowledge of state and federal laws which regulate the administration of information systems.
6. Knowledge of hardware and software infrastructure according to the intermodal transit industry needs, and PRITA's operations and services.
7. Knowledge of the principles and modern techniques of supervision.
8. Ability to plan, lead, supervise and coordinate the development, improvement and continuous performance of information systems, network and database administration.
9. Ability to analyze the efficiency of information systems, databases, network communications, and provide effective corrective actions with a sense of urgency.
10. Ability for analysis and organization, and effective time management geared towards results, efficiency and productiveness.
11. Ability to manage and coordinate multiple and diverse tasks ("multitask").
12. Ability to coordinate a working group of employees regarding the services offered by the Office of Information Systems and Technology.
13. Ability to express oneself effectively verbally and in written word, in Spanish and English.
14. Ability to draft narratives and varied reports, clear, precise, accurate, reliable, and professional presentations related to work in information systems.
15. Ability to establish and maintain effective working relations with directors, PRITA's personnel, and representatives from state and federal governmental agencies and external consultants.
16. Skills in the use and management of applications and computer programs, and in the operation of information systems.

4.3 Education and Experience

1. Bachelor's Degree from an accredited college or university, with a major in Information Systems, Computer Science or in a field related to information systems.
2. Five (5) years of experience in a professional job in information systems, mechanization of systems, administration of network communications and databases and/or related field.
3. Previous experience in the implementation of Microsoft Dynamics Great Plains accounting systems is a must.

4.4 Special Requirements

1. Driver's license issued by the Department of Transportation and Public Works, as established by Law No. 22 of January 2, 2000, Law of Vehicles and Transit in Puerto Rico.
2. Availability to travel to different PRITA facilities, state and federal agencies and other places required.

5. Quality Assurance/Quality Control, senior position: Manager of Service Performance and Quality

Specialized work in quality management which consists in directing, supervising, coordinating, and evaluating the activities of the Service Performance and Quality Office in charge of establishing quality standards, efficiency metrics, and the evaluation and measurement of the results expected from the activities and operations of PRITA. Monitors, audits and evaluates the mass transportation services and operations in order to measure efficiency, effectiveness, and compliance with quality standards and expected results. Participates in the development of controls, quality procedures and manuals, and result measurement in accordance with the requirements established by state and federal agencies. Produces reports, data, and statistics on the basis of inspections, analysis, and the findings from processes and operations. Ensures that all actions, decisions, and operations under supervision are carried out in accordance with state and federal laws, policies, regulations, norms, and established procedures. Gathers and analyzes statistics, audit reports, and data related to the activities and processes from administrative and operational areas; submits reports of findings and corrective action plans. Provides recommendations, viable alternatives, metrics, and result measurement systems to guarantee a service of excellence in compliance with PRITA's programmatic commitments and service expectations.

The Manager provides quality assurance and quality control expertise of the oversight of the three transit modes; rail, bus and ferry. The QA/QC Manager will be responsible for developing a QA/QC program that specifies the organization, procedures, documentation, testing, and methods to be used to ensure and document QA and QC. The QA/QC Manager needs to develop a QA/QC Program Plan procedures and activities to support the entire organization, as well as capital projects to ensure state of good repair. The QA/QC Manager shall review the transit O&M contractors' quality management plans and supporting documentation to ensure that operations and maintenance activities are being performed in conformance with the applicable plans, regulations and guidelines. The QA/QC Manager shall review that any capital projects are being built safely, on budget, on schedule, within scope, and in conformance with applicable regulations and guidelines. The individual serves as a technical resource and subject matter expert in the area of quality assurance and quality control for transit projects.

Works under the supervision of the Director of Planning and Capital Projects, who imparts general instructions. Exercises ample liberty to establish and implement controls, adapt approaches and managerial styles to guarantee the achievement of PRITA's mission, goals, objectives, and expected results. The work will be evaluated through meetings, reports, presentations, and obtained results.

Establishes contacts and official relations with PRITA's officials, external consultants, and representatives of state and federal agencies, administrative companies, and others, in matters related to the activities under supervision.

Requires strategic thinking, ability to influence, and present alternatives; intervenes as facilitator of actions that ensure compliance and achievement of PRITA's mission, goals, objectives, service expectations and results.

5.1 Duties and Responsibilities

1. Plans, directs, supervises, coordinates, and evaluates activities related to the identification, development, and implementation of controls, quality standards, and performance metrics to measure the efficiency and effectiveness of PRITA's programs, services, and mass transit operations.
2. Establishes quality standards and results measurement parameters for PRITA's projects and programs that operate under state and federal funding, in compliance with the laws and regulations of the Government of the Commonwealth of Puerto Rico and the FTA.
3. Offers guidance and technical assistance to PRITA's departments and offices regarding compliance with the conditions, agreements, requirements, metrics, and state and federal regulations related to PRITA's programs and projects.
4. Analyzes processes to identify problems and risk situations, establish controls and measurements in order to obtain expected results.
5. Establishes procedures and control mechanisms to be able to take immediate or effective measures to maximize the use of PRITA's human, financial, technological, and material resources.
6. Evaluates the productivity, goals, efficiency, and effectiveness of programs and services in order to recommend changes and effective and reliable systems; maintains monitoring and compliance system.
7. Develops quality manuals for services and operations and trains PRITA's managers and administrator of mass transit operations regarding their effective implementation.
8. Applies techniques, tools, and work methodology to identify problems and risk situations, determines possible causes, identifies and implements solutions, and verifies obtained results.
9. Makes site visits to monitor and measure quality, metrics, project results, transit operations and services, carry out investigations, and prepare documents and reports required by state agencies and the FTA.
10. Prepares and submits oral and written reports regarding deficiencies and performance; recommends corrective action plans and keeps monitoring and compliance plans.
11. Implements plans of action and procedures applicable to quality standards and process measurement parameters; maintains continuous and effective monitoring to guarantee compliance with PRITA's parameters and metrics and established agreements with state and federal agencies.
12. Carries out investigations and studies regarding the functioning, processes, and operations of the offices and departments, with the purpose of developing controls and metrics in accordance with applicable state and federal laws and regulations.
13. Gathers information and statistics from various sources, performs analysis, and completes the required reports to measure compliance with the quality standards and requirements of state agencies and the FTA.

14. Implements quality standards, metrics, and required training conducive to the adjustment of new processes that are generated as part of PRITA's organizational model.
15. Evaluates results through the tracking, monitoring, and control of quantitative and qualitative indicators in order to guarantee the quality of PRITA's operations and services.
16. Maintains continuous communication with executive, managerial, and supervision teams with the purpose of providing advice on matters related to compliance with policies and regulations, in order to prevent and intervene proactively in situations that could present risks to PRITA and its strategic plan.
17. Integrates the efforts of the work team towards the achievement of the Office's goals and objectives; ensures that activities respond to teamwork culture, quality of service, open and honest communications, sense of urgency, and achievement of results.
18. Monitors PRITA's work team to ensure that work is performed in compliance with goals, objectives, legality, service expectations, metrics, and commitment to fast, effective, and reliable results.
19. Participates in the preparation of the budget request in accordance with the Office's operational and service needs and PRITA's work plans and fiscal conditions; documents and presents a justification for the requested budget and controls costs to maximize its use.
20. Verifies, authorizes, and certifies technical reports, documents, and statistics related to the activities under supervision.
21. Prepares presentations about achievements, progress of programs and projects, statistics, and activities.
22. Updates knowledge related to scope of work and area of competence; participates in trainings, seminars, courses and other continuing education activities.
23. Substitutes PRITA's managerial staff according to operational and service needs.

5.2 Knowledge, Skills, and Abilities

1. Knowledge of the principles, techniques, and modern practices applicable to the development of regulations, quality standards, and work flowcharts.
2. Knowledge of Law Number 123, from August 2014, as amended, which creates PRITA and its scope in assigned activities.
3. Knowledge of state and federal laws and regulations that control the administrative and operational processes of integrated transportation systems.
4. Knowledge of the dispositions of Law Number 1, 2012, and the Government Ethics Law of 2011.

5. Knowledge of systems for total quality management, excellence models, EFQM, quality tools, project management, process reengineering, and continual improvement, among others.
6. Knowledge of the principles, techniques, and modern methods of administration and supervision.
7. Knowledge of techniques for the organization, analysis, and evaluation of information and statistics for the presentation of tables, graphs, and technical, work, and process analysis reports.
8. Ability to interpret and apply laws, regulations, and procedures related to PRITA's work processes.
9. Ability to work with a strategic and compliance focus and sense of urgency, aimed towards the achievement of goals and objectives.
10. Ability for the management and coordination of multiple and diverse tasks.
11. Ability for verbal and written expression in Spanish and English.
12. Ability to compose and present clear and precise reports in English and Spanish, update databases, and prepare professional presentations related to assigned responsibilities.
13. Ability in the use and management of the Internet and technological applications for quality control and analysis of work processes or for the search of information to be used in the production of reports, tables, statistics, and maintenance of databases related to assigned responsibilities.
14. Ability to establish and maintain effective interpersonal relations with PRITA's officials and employees, representatives from state and federal agencies, consultants, companies with contracts for the administration of mass transit operations, and service suppliers, in matters related to the area of responsibility.
15. Skills in the use of computer equipment and applications like Word, Excel, Power Point, Visio and other systems and applications related to assigned activities.

5.3 Education and Experience

1. Bachelor's degree in Industrial Management, Industrial Engineer, Civil Engineering, or related fields, from an accredited college or university.
2. Minimum of eight (8) years of experience in professional and specialized work related to activities and processes of quality management, control and assurance, result measurements, or project management, including at least 3 years as Quality Assurance/Quality Control (QA/QC) manager in Design, Engineering and Construction of passenger, rail or related transit modes, and including one (1) year in staff supervision, coordination, and direction.
3. Experience in setting up at least one quality management plan or system for an agency or significant revision of an agency's existing plan or system.
4. Certified Manager of Quality/Organizational Excellence (CMQ/OE) Certification or similar credential is required.

5.4 Special Requirements

1. Valid driver's license, issued by the Department of Transportation and Public Works of Puerto Rico, as established by Law Number 22 of January 7, 2000, known as the Law of Vehicles and Traffic of Puerto Rico.
2. Availability to work outside of regular work schedules, including nighttime, weekends and holidays, as required by operational needs.

6. Quality Assurance/Quality Control, junior position

Specialized work in quality management, control and assurance, which consists of support to the Manager of the Service Performance and Quality Office in charge of establishing quality standards, efficiency metrics, and the evaluation and measurement of the results expected from the activities and operations of PRITA. Monitors, audits and evaluates the mass transit services and operations in order to measure efficiency, effectiveness, and compliance with quality standards and expected results. Participates in the analysis of controls, performance and quality assurance procedures and manuals, and result measurement in accordance with the requirements established by state and federal agencies. Performs analysis and the creation of reports, data, presentations, and statistics on the basis of inspections, analysis, and the findings from processes and operations. Ensures that all actions, decisions, and operations under supervision are carried out in accordance with state and federal laws, policies, regulations, norms, and established procedures. Gathers and analyzes statistics, audit reports, and data related to the activities and processes from administrative and operational areas; submits reports of findings and corrective action plans.

Works under the supervision of the Service Performance and Quality Manager, who imparts general and specific instructions. The work will be evaluated through meetings, reports, presentations, and obtained results.

Requires strategic thinking, ability to influence, and present alternatives; intervenes as facilitator of actions that ensure compliance and achievement of PRITA's mission, goals, objectives, service expectations and results.

6.1 Duties and Responsibilities

1. Supports the Service Performance and Quality Manager on activities related to the identification, development, and implementation of controls, quality standards, and metrics to measure the efficiency and effectiveness of PRITA's programs, services, and mass transit operations.
2. Measures transit system and corporate function performance against quality standards and results measurement parameters for PRITA's projects and programs that operate under state and federal funding, in compliance with the laws and regulations of the Government of the Commonwealth of Puerto Rico and the Federal Transit Administration (FTA).

3. Offers guidance and technical assistance to PRITA's departments and offices regarding compliance with the conditions, agreements, requirements, metrics, and state and federal regulations related to PRITA's programs and projects.
4. Analyzes processes to identify problems and risk situations, establish controls and performance measurements in order to obtain expected results.
5. Articulates procedures and control mechanisms to be able to take immediate or effective measures to maximize the use of PRITA's human, financial, technological, and material resources.
6. Analyzes the productivity, performance goals, efficiency, and effectiveness of programs and services in order to recommend changes and effective and reliable systems; maintains monitoring and compliance system.
7. Develops service performance and quality manuals for services and operations and provide training to PRITA's managerial staff and administrators of mass transit services and operations regarding their effective implementation.
8. Applies techniques, tools, and work methodology to identify problems and risk situations, determines possible causes, identifies and implements solutions, and verifies obtained results.
9. Makes site visits and field inspections to monitor and measure quality, metrics, performance, project results, transit operations and services, carry out investigations, and prepare documents and reports required by the Executive Director, state agencies and the Federal Transit Administration (FTA).
10. Prepares and submits oral and written reports regarding deficiencies and performance; recommends corrective action plans and keeps monitoring and compliance plans.
11. Implements plans of action and procedures applicable to quality standards and process measurement parameters; maintains continuous and effective monitoring to guarantee compliance with PRITA's parameters and metrics and established agreements with state and federal agencies.
12. Carries out investigations and studies regarding the functioning, processes, and operations of the offices and departments, with the purpose of developing controls and metrics in accordance with applicable state and federal laws and regulations.
13. Gathers information and statistics from various sources, performs analysis, and completes the required reports to measure compliance with the quality standards and performance requirements of PRITA, state agencies and the Federal Transit Administration (FTA).
14. Implements quality standards, performance metrics, and required training conducive to the adjustment of new processes that are generated as part of PRITA's organizational model.
15. Evaluates results through the tracking, monitoring, and control of quantitative and qualitative performance indicators in order to guarantee the quality of PRITA's operations and services.

16. Maintains continuous communication with executive, managerial, and supervision teams with the purpose of providing advice on matters related to compliance with policies and regulations, in order to prevent and intervene proactively in situations that could present risks to PRITA and its strategic plan.
17. Integrates the efforts of the work team towards the achievement of the Office's goals and objectives; ensures that activities respond to teamwork culture, quality of service, open and honest communications, sense of urgency, and achievement of results.
18. Monitors PRITA's work team to ensure that work is performed in compliance with goals, objectives, legality, service expectations, metrics, and commitment to fast, effective, and reliable results.
19. Participates in the preparation of the budget request in accordance with the Office's operational and service needs and PRITA's work plans and fiscal conditions; documents and presents a justification for the requested budget and controls costs to maximize its use.
20. Verifies, authorizes, and certifies technical reports, documents, and statistics related to the activities under supervision.
21. Prepares presentations and reports about performance and achievements, progress of programs and projects, statistics, and activities.
22. Updates knowledge related to scope of work and area of competence; participates in trainings, seminars, courses and other continuing education activities.
23. Substitutes PRITA's managerial staff according to operational and service needs.

6.2 Knowledge, Skills, and Abilities

1. Knowledge of the principles, techniques, and modern practices applicable to the development of regulations, quality standards, and work flowcharts.
2. Knowledge of Law Number 123, from August 2014, as amended, which creates PRITA and its scope in assigned activities.
3. Knowledge of state and federal laws and regulations that control the administrative and operational processes of integrated transit systems.
4. Knowledge of the dispositions of Law Number 1, 2012, and the Government Ethics Law of 2011.
5. Knowledge of systems for total quality assurance and control management, excellence models, EFQM, quality tools, project management, process reengineering, and continual improvement, among others.
6. Knowledge of the principles, techniques, and modern methods of administration and supervision.

7. Knowledge of techniques for the organization, analysis, and evaluation of information and statistics for the presentation of tables, graphs, and technical, work, and process analysis reports.
8. Ability to interpret and apply laws, regulations, and procedures related to PRITA's work processes.
9. Ability to work with a strategic and compliance focus and sense of urgency, aimed towards the achievement of goals and objectives.
10. Ability for the management and coordination of multiple and diverse tasks.
11. Ability for verbal and written expression in Spanish and English.
12. Ability to compose and present clear and precise reports in English and Spanish, update databases, and prepare professional presentations related to assigned responsibilities.
13. Ability in the use and management of the Internet and technological applications for quality control and analysis of work processes or for the search of information to be used in the production of reports, tables, statistics, and maintenance of databases related to assigned responsibilities.
14. Ability to establish and maintain effective interpersonal relations with PRITA's officials and employees, representatives from state and federal agencies, consultants, companies with contracts for the administration of mass transit operations, and service suppliers, in matters related to the area of responsibility.
15. Skills in the use of computer equipment and applications like Word, Excel, Power Point, Visio and other systems and applications related to assigned activities.

6.3 Education and Experience

1. Bachelor's degree in Industrial Management, Industrial, Mechanical or Civil Engineer, or related fields, from an accredited college or university.
2. Minimum of three (3) years of experience in professional and specialized work related to activities and processes of quality control and assurance, results and performance measurements, or project management.

6.4 Special Requirements

1. Valid driver's license, issued by the Department of Transportation and Public Works of Puerto Rico, as established by Law Number 22 of January 7, 2000, known as the Law of Vehicles and Transit of Puerto Rico.
2. Availability to work outside of regular work schedules, including nighttime, weekends and holidays, as required by operational needs.

7. Safety and Security, senior position: Manager of Safety and Security

The Manager of Safety and Security provides safety and security expertise for the oversight of the three transit modes; rail, bus and ferry. The manager will be responsible for developing a Safety and Security Program Plan (SSPP) in accordance with all applicable Federal legislation, regulation, and guidance. The manager should be specialized and have advance knowledge of safety and security applications and concepts for bus, paratransit, and heavy rail services and operations, as well as working knowledge of ferry/maritime regulations. The responsibilities of the manager include promoting and providing for the safety of the riding public, personnel, contractors and the protection of transit property by developing, implementing and monitoring safety plans, policies and procedures and promoting an agency culture of safety. Other responsibilities / skills required are:

1. Promote an agency culture of safety.
2. Knowledge of transit operations, concepts and practices.
3. Ability to supervise the transit safety and security team effectively.
4. Develop and implement safety plans, policies and procedures.
5. Conduct safety audits of heavy rail, bus, paratransit, and ferry operations.
6. Conduct investigations of crashes, accidents, and safety incidents and perform required notifications to third-party O&M contractors.
7. Prepare preliminary and final accident/incident reports for State Safety Oversight (SSO).
8. Track and monitor all corrective actions through mitigation.
9. Participate in internal and external audits.
10. Prepare audit reports, corrective action plans and document hazards in the hazard tracking log.
11. Provide quality assurance oversight of plans, policies and procedures.
12. Coordinate and collaborate as necessary with agency partners to include State Safety Oversight (SSO), Transit Safety Administration (TSA), Federal Transit Administration (FTA), Department of Homeland Security (DHS), National Transportation Safety Board (NTSB), Operations, Maintenance, Quality Assurance and Risk Management.
13. Conduct various risk assessments to identify potential hazards.
14. Develop and conduct safety training classes.
15. Conduct contractors' required training.
16. Conduct refresher and recertification training.
17. Track and monitor various safety trends and performance measures.

18. Conduct safety inspections of facility.
19. Facilitate and document rail and bus safety committee meetings.
20. Knowledge of Safety Certification to include testing and start-up of revenue operations.
21. Assess and apply independent judgment and initiative in developing solutions to safety hazards.
22. Conduct required tabletop drills and exercises.
23. Interact professionally with agency employees, managers, and external representatives.
24. Communicate safety and security communication effectively both orally and in writing, in Spanish and English.
25. Perform other duties as assigned by the Executive Director.

7.1 Education and Experience

1. Minimum of ten (10) years of Safety Systems Experience on capital projects, including at least three (3) years as Safety Systems Manager in Design, Engineering and Construction of passenger rail or related transit modes (FOR SENIOR POSITION).
2. Minimum of five (5) years of Safety Systems Experience on capital projects, including at least two (2) years as Safety Systems Manager in Design, Engineering and Construction of bus, paratransit, and maritime or related transit modes (FOR JUNIOR POSITIONS).
3. Must have a Bachelor Degree in Engineering, Safety, Management, or related field from an accredited college or university, that includes major course work in training/development, occupational health and safety or closely related field; or progressively responsible experience in training, development, work place safety; administration of a comprehensive safety and accident prevention program and public transportation experience, desirable.

In addition, the following credential requirements are preferred, but not required:

- a. Associate Safety Professional / Certified Safety Professional (ASP/CSP).
- b. World Safety Organization Certified Safety and Security Director (WSO-CSSD).
- c. World Safety Organization Certified Safety Specialist (WSO-CSS).
- d. Transit Safety and Security Professional (TSSP - received through the TSI).
- e. Experience in the application of MIL-STD-882C Military Standard: System Safety Program Requirement.
- f. Experience with Fire Life Safety and Ventilation (NFPA 130) requirements is desirable but not required
- g. Professional Registration/Certification is desirable but not required.

8. General Manager, senior positions (one each for Ferries and Buses): Manager of Intermodal Transportation

Executive work of great complexity and responsibility, which consists in planning, directing, coordinating, and administrating the activities of PRITA's primary transit modes (for either bus or ferry service), in order to guarantee compliance with the responsibilities, mission, goals, and objectives established by Law Number 123, from August 2014, as amended. Ensures the efficient administration of administrative activities; controls, inspects, and supervises the progress and results of the contracts to be granted by PRITA for the administration of the operation and maintenance activities of the bus and ferry mass transit services. Is responsible for guaranteeing compliance with specifications and established agreements between third-party contract holders and PRITA. Performs investigations, evaluates and completes reports, and submits recommendations related to PRITA's activities and the mass transit operations under contract.

Ensures that all essential activities and mass transit operations administered by third-party companies are carried out in compliance with PRITA's policies, manuals, and procedures, and with state and federal laws and regulations. Imparts effective guidance to managerial, technical, and support teams to achieve effective implementation of strategic plans, operational projects, and effective administration of contracts. Anticipates situations and acts proactively in the development of an action plan that responds to the demand for services, changes in regulations, technology, and programs. Attends to unforeseen situations and opportunities that have an impact on decisions made by the Executive Director and the Board of Directors and on other administrative, operational, and programmatic issues.

Has delegated authority to develop, implement, and monitor work plans and contracts for the administration of mass transit operations in harmony with PRITA's mission, in order to achieve expected results. Exercises independence and a high degree of judgment to develop the work and present alternatives and recommendations to solve situations that have an impact on the operations, programs, services, and expected results. The work will be evaluated in a general manner by the Executive Director through meetings, reports, presentations, and obtained results.

Establishes direct, continuous, and effective communication with the Executive Director, members of the Board of Directors, PRITA's officials and employees, contractors, external resources, and representatives of state and federal agencies and other regulatory authorities.

Promotes teamwork aimed towards the continuous improvement of processes and optimization of resources. Requires strategic thinking, ability to influence and present alternatives; intervenes as facilitator to ensure the achievement of PRITA's mission, goals, objectives, and expected results.

8.1 Duties and Responsibilities

1. Plans, directs, coordinates, supervises, and evaluates operational, administrative, fiscal, and planning activities in accordance with the dispositions of Law Number 123 of August 2014, as amended, and with PRITA's mission.
2. Evaluates and monitors compliance with the metrics, standards, objectives, and agreements established in contracts for mass transit operations, in order to ensure their conformity to PRITA's mission, strategic plans, and work plans.

3. Is responsible for supervising and monitoring the progress and results of the contracts for the administration of mass transit operations, in order to verify efficiency and compliance with contract specifications. Performs and recommends corrective actions, when necessary.
4. Exercises leadership, supervision, and continuous monitoring of projects to verify compliance, manage risks, and take decisions.
5. Participates in meetings with representatives of state and federal agencies and private companies in order to plan and coordinate issues, reach agreements, and make decisions regarding PRITA's operations and the operational activities under contract.
6. Is responsible for making site visits and field inspections to evaluate and audit mass transit operations and to verify the services and efficiency of companies that hold contracts for the administration of transit operations.
7. Is responsible for directing and coordinating processes for the elaboration and justification of PRITA's operational budget and for the administration of contracts for mass transit services, requests for state and federal funds, and the adequate control and management of PRITA's finances, budget, equipment, and property.
8. Prepares and administers PRITA's specific mode budget (bus or ferry); evaluates services, expenses, and income and identifies alternatives for cost control and funding; prepares reports, presentations, and offers recommendations to the Executive Director.
9. Represents the Executive Director, as delegated, in official matters before state and federal agencies and representatives of private security companies.
10. Establishes strategic alliances with public and private universities, professional groups and associations, and state and municipal agencies in order to carry out research and investigations regarding the services, operations, functioning, and social and economic impact of the mass transit system.
11. Is responsible for ensuring that activities are carried out in accordance with PRITA's mission, objectives, and with applicable state and federal policies, laws, regulations, procedures, controls, and norms. Guarantees that activities comply with contractual agreements established with the companies that administer collective transportation operations.
12. Gives due course of action to pertinent matters and activities with diligence and promptness; monitors and supervises activities to guarantee compliance with quality standards, metrics, efficiency, teamwork, commitment to service and sense of urgency.
13. Performs investigations and submits monitoring and compliance reports required by state and federal agencies.
14. Evaluates and refers information, statistics, documents, and reports related to PRITA's functioning, operations, and services, as required by state and federal regulatory agencies.
15. Is responsible for the development, revision, and correct application of regulations, norms, policies, and procedures related to PRITA's operations, functioning, services, and programs.

16. Emits certifications related to PRITA's management and supervision; certifies agreements and decisions made with state and federal agencies in matters related to PRITA's programmatic and operational activities.
17. Authorizes and certifies PRITA's reports, documents, and statistics; makes presentations about achievements, progress of projects, activities, metrics, and expected results in accordance with PRITA's mission, work plans, goals, and objectives.
18. Develops and implements contingency plans together with the management team in order to attend security and emergency situations and work conflicts that affect PRITA's operations, functioning, and services.
19. Prepares narrative and statistic reports; makes presentations and reports before the Executive Director and the Board of Directors about the progress of activities and projects, services, achievements, budget, finance, and other relevant matters.

8.2 Knowledge, Skills, and Abilities

1. Knowledge of Law Number 123, of August 2014, as amended, which creates PRITA, and of state and federal laws, regulations, policies, norms, and procedures related to PRITA's activities, programs, operations, and services.
2. Knowledge of PRITA's organization and operations.
3. Knowledge of the dispositions established in PRITA's contracts for services and collective transportation operations.
4. Knowledge of the conditions and requisites established by the Federal Transit Administration related to the creation and operation of mass transit systems and direct experience running a bus or ferry operations service.
5. Knowledge of PRITA's mission, vision, goals, and work plans.
6. Knowledge of the dispositions of Law Number 1 of 2012, the Government Ethics Law of Puerto Rico.
7. Knowledge of state and federal laws, regulations, and norms that regulate PRITA's operations and services.
8. Knowledge of modern principles and techniques for personnel administration and supervision.
9. Knowledge of techniques for analysis and evaluation of information from diverse sources and for the organization, analysis, and presentation of data and statistics through tables and graphs.
10. Ability to interpret and apply laws, regulations, and procedures related to PRITA's processes, services, and operations.
11. Ability to manage databases and prepare professional presentations related to PRITA's programs and activities.

12. Ability to work with sense of urgency and strategic focus, oriented towards the achievement of results, goals, and objectives.
13. Ability to perform complex mathematical calculations quickly and accurately.
14. Ability for verbal and written expression in Spanish and English.
15. Ability to work in teams and maintain effective interpersonal relationships with the Executive Director, Board of Directors, PRITA's staff and officials, representatives of state and federal agencies, suppliers, contractors, and general public.
16. Skills in the use of the Internet and Microsoft Office applications, including Word, Excel, Power Point, and others, as required.

8.3 Education and Experience

- a. Bachelor's degree in Administration, Management, Engineering, or other related fields, from an accredited college or university.
- b. Ten (10) years of experience or more in professional and specialized work related to service and operational activities of intermodal transit services (one general manager each for bus and ferry service). Experience in staff management and supervision.
- c. A combination of additional academic preparation and professional experience is also acceptable.

9. Maritime Company Security Officer, senior position: Security Supervisor

Supervisory work which consists of supervising, coordinating, evaluating, and monitoring the activities of surveillance, protection, emergency, and security in the maritime transportation facilities and properties of PRITA. Monitors the effectiveness of the external security, emergency, and surveillance programs in PRITA's maritime facilities and vessel operations and of the O&M contracts established with third party companies. Carries out studies and analysis of maritime security and surveillance programs; revises and examines documents and reports and performs site visits and field inspections to verify compliance with maritime security plans and protocols and with security services under contract.

Performs duties in accordance with the policies, procedures, protocols, norms, standards, and regulations established by PRITA and state and federal agencies. Identifies situations and events that could represent risks to the security of individuals, facilities, and the integrated transit system; prepares and submits the required reports.

Provides recommendations, viable alternatives, metrics, and outcome measurement systems, in order to guarantee a service of excellence, in compliance with programmatic commitments, service expectations, and established agreements with companies that offer security services.

Works under the general supervision of the Maritime General Manager. Performs all duties with initiative and discretion, in compliance with established laws, regulations, policies, procedures and state and federal security plans. The work will be evaluated through meetings, incident and statistical reports, and obtained results.

Establishes contacts and professional relations with PRITA's officials, representatives of government agencies, surveillance services contractors, and others, on matters related to security and surveillance activities and services.

Requires capacity to advise, influence, and present alternatives. Acts as facilitator of actions that ensure compliance and achievement of the mission, goals, objectives, service standards, and expected results of the Safety and Security Office in coordination with the Maritime General Manager. The CSO shall be familiar with C.F.R. Title 33 Chapter 1, Subchapter H Parts 101 – 107.

9.1 Responsibilities of Company Security Officer (CSO)

1. Ship security plan (SSP), along with ship security assessment (SSA), plays an important role in ensuring the security of the ship. The company security officer is responsible for carrying out the ship security plan in an efficient manner.
2. Using the data acquired from the ship security assessment (SSA), the company security officer would advise on various threats which are likely to be encountered by the ship and would also decide the ship security level.
3. The company security officer (CSO) would arrange for internal audits and reviews of security activities.
4. On the basis of various observations and results from the ship security assessment, the company security officer would make developments in the ship's security plan.
5. He would also seek for the approval to the submissions made on the basis of the results of the assessments.
6. He would also modify the ship security plan to get rid of deficiencies in the security measures and to satisfy security requirements of each ship. Thereafter, he would ensure that the plan is implemented and maintained in the best practicable manner.
7. Company security officer would take measures to enhance security awareness and vigilance in his staff and also among ship personnel.
8. The CSO would also arrange for the initial and subsequent verifications of the ship by the administration or the recognized security organization.
9. The CSO would ensure that adequate training is provided to those responsible for the security of the ship.
10. In case deficiencies and non-conformities are found during internal audits, periodic reviews, security inspections and verification of compliance, the security officer would address and deal with them to the earliest manner.

11. He would ensure consistency between security requirements and safety requirements of the ship.
12. He would see to it that an effective communication and cooperation between the ship security officer and relevant port facility security officer is maintained.
13. In case security plan of a sister ship or fleet security system is used, the CSO would make sure that the plan for each ship would reflect the ship-specific information accurately.
14. The CSO would also ensure that the alternative, equivalent arrangement for safety of each ship is implemented and maintained.

The **Ship Security Assessment (SSA)** includes an on-scene security survey which includes:

1. Identification and evaluation of key shipboard operations which require additional care while carrying out. Under key shipboard operations, critical processes such as cargo handling, navigation, machinery handling etc. are taken into consideration for evaluation. Along with that, critical spaces such as stores, bridges, machinery spaces, and steering control system are also taken into consideration.

2. Identification of existing security measures and procedures. Under security measures, procedures such as response to emergency conditions, security patrol, security communication systems, handling of surveillance equipment, including door barriers and lightings are taken into account.

3. Identification of weakness in policies, procedures, and infrastructure. On the basis of identification of various other aspects, a list of objective would be detailed such as new security measures to be implemented, determination of mitigation strategy etc.

4. Identification of human factors that can be a threat to safety and security of the ship. Shipboard protective measures, procedures, and operations are evaluated to identify possible weakness pertaining to human factors. Aspects such as monitoring of restricted areas to ensure only authorized persons are allowed, ensuring performance of security duties, supervising and handling of cargo etc. are taken into consideration to identify such factors.

5. Identification of potential threats and likelihood of their occurrence. Under this, the company identifies various threat scenarios to a ship under specific circumstances. Threat scenarios would be considered keeping in mind various aspects of the ship such as types of ship, crew, type of cargo etc.

9.2 Knowledge, Skills, and Abilities

1. Knowledge of the principles, techniques, and modern practices applicable to inspection, monitoring, and investigation in the areas of maritime security.
2. Knowledge of state and federal security laws and regulation codes related to the surveillance and security of passenger maritime transportation facilities.
3. Knowledge of the conditions and agreements established in service contracts with third-party security and surveillance companies.

4. Knowledge of Law Number 123 of August 2014, as amended, which created PRITA.
5. Knowledge of the stipulations of Law Number 1 of 2012 and of the Government Ethics Law of 2011.
6. Knowledge of techniques for the inspection, monitoring, control, and surveillance of PRITA's facilities and the operations of maritime and ground transportation of passengers and cargo.
7. Knowledge of the procedures and security and contingency management plans in order to efficiently solve emergency security situations.
8. Knowledge of PRITA's organization, functioning, operations, and services.
9. Knowledge of the physical location of PRITA's facilities and properties.
10. Knowledge of the use and management of equipment and computerized security systems.
11. Knowledge of the policies, regulations, and procedures established by the Government of the Commonwealth of Puerto Rico and of norms emitted by state and federal agencies that regulate security in maritime facilities, applicable to PRITA's operations.
12. Knowledge of the Maritime Transportation Security Act, as it applies to the designated work area: Maritime Transportation or Rail and Bus Transportation.
13. Knowledge of the applicable procedures, norms, and laws needed to carry out confidential interventions and investigations related to security and surveillance programs with tact and discretion.
14. Ability for analysis, organization, and effective time management, oriented towards results.
15. Ability for the management and coordination of multiple and diverse tasks.
16. Ability for verbal and written expression in Spanish and English.
17. Ability to interpret and apply laws, regulations, and procedures related to internal security and surveillance processes and activities.
18. Ability to react promptly and effectively before emergencies, accidents, or sensitive and tense situations.
19. Ability to establish and maintain effective interpersonal relations with PRITA's directors, officials, and employees, representatives of surveillance companies, representatives of state and federal agencies such as the TSA, United States Coast Guard, FBI, Puerto Rico Police, and others related to the field of public and national security.
20. Skills in the operation of computer equipment and applications, like Word, Excel, security systems, and other applications related to security and surveillance.

9.3 Education and Experience

1. Associate degree or equivalent university credits in Police Sciences, Criminology, or other related fields.
2. Four (4) years of experience in activities related to state or federal security, with two (2) years in supervisory or coordination duties.

Or

3. Bachelor's degree in Police Sciences, Criminology, or other related fields, from an accredited college or university.
4. Two (2) years of experience in activities related to state or federal security, with one (1) year in supervisory or coordination duties.
5. Maritime Transportation requires two (2) years of experience in positions regulated by the Maritime Transportation Security Act.

9.4 Special Requirements

1. Valid driver's license, issued by the Department of Transportation and Public Works of Puerto Rico, as established by Law Number 22 of January 7, 2000, known as the Law of Vehicles and Transit of Puerto Rico.
2. Availability to work outside of regular working hours, including nighttime, weekends and holidays, as required by operational needs.

10. Fleet Maintenance and Repair, senior positions (one each for Ferries and Buses): Administrator of Fleet Maintenance

Executive work of great complexity and responsibility, which consists in planning, directing, coordinating, and administrating the activities of PRITA, in order to guarantee compliance with the responsibilities, mission, goals, and objectives established by Law Number 123, from August 2014, as amended. Ensures the efficient management of administrative activities; controls, inspects, and supervises the progress and results of the contracts granted by PRITA for the administration of bus or ferry transit fleet maintenance activities. Is responsible for guaranteeing compliance with specifications and established fleet preventive maintenance and service agreements between third-party O&M contract holders and PRITA. Performs investigations, evaluates and completes reports, and submits recommendations related to PRITA's activities and the mass transit operations under contract. Is responsible for studying, analyzing and overseeing services and operations in order to verify quality of service and compliance with the programs and fleet management plans of the bus, paratransit or ferry transit services. Maintains statistics, conducts audits and prepares reports about frequency, dispatch and service, percentages of types of transit units out of service, cost of repair per unit and other parameters of efficiency and productivity.

Ensures that all essential bus or ferry transit fleet preventive and corrective maintenance activities and operations administered by third party companies are carried out in compliance with PRITA's policies, manuals, and procedures, and with state and federal laws and regulations. Imparts effective guidance to managerial, technical, and support teams to achieve effective implementation of strategic plans, operational projects, and effective administration of bus or ferry fleet maintenance contracts. Anticipates situations and acts proactively in the development of an action plan that responds to the demand for services, changes in regulations, technology, and programs. Attends to unforeseen situations and opportunities that have an impact on decisions made by the Executive Director and the Board of Directors and on other administrative, operational, and programmatic issues.

Has delegated authority to develop, implement, and monitor work plans and contracts for the administration of mass transit operations in harmony with PRITA's mission, in order to achieve expected results. Exercises independence and a high degree of judgment to develop the work and present alternatives and recommendations to solve situations that have an impact on the operations, programs, services, and expected results. The work will be evaluated in a general manner by the Executive Director through meetings, reports, presentations, and obtained results.

Establishes direct, continuous, and effective communication with the Director, members of the Board of Directors, PRITA's Intermodal Managers, Director of Transit Operations, Executive officials and employees, contractors, external resources, and representatives of state and federal agencies and other regulatory authorities.

Promotes teamwork aimed towards the continuous improvement of processes and optimization of resources. Requires strategic thinking, ability to influence and present alternatives; intervenes as facilitator to ensure the achievement of PRITA's mission, goals, objectives, and expected results.

10.1 Duties and Responsibilities

1. Plans, directs, coordinates, supervises, and evaluates operational, administrative, fiscal, and planning activities in accordance with the dispositions of Law Number 123 of August 2014, as amended, and with PRITA's mission.
2. Evaluates and monitors compliance with the metrics, standards, objectives, and agreements established in the O&M third party contracts for mass transit services, in order to ensure their conformity to PRITA's mission, strategic plans, and work plans.
3. Is responsible for supervising and monitoring the progress and results of the fleet maintenance contracts for the administration of mass transit services, in order to verify efficiency and compliance with contract specifications. Performs and recommends corrective actions, when necessary.
4. Carries out a variety of duties related to oversight of bus, paratransit or ferry maintenance program, transit fleet inspection and control of compliance with fleet management programs and preventive maintenance itineraries, frequency, intervals, time and response of integrated transit services.
5. Exercises leadership, supervision, and continuous monitoring of projects to verify compliance, manage risks, and take decisions.

6. Participates in meetings with representatives of state and federal agencies and private companies in order to plan and coordinate issues, reach agreements, and make decisions regarding PRITA's operations and the operational activities under contract.
7. Is responsible for making site visits and field inspections to evaluate and audit mass transit services and to verify the services and efficiency of companies that hold contracts for the administration of mass transit operations.
8. Is responsible for directing and coordinating processes for the elaboration and justification of PRITA's operational budget and for the administration of the third party O&M contracts for mass transit services, requests for state and federal funds, and the adequate control and management of PRITA's finances, budget, equipment, and property.
9. Prepares and administers PRITA's budget; evaluates services, expenses, and income and identifies alternatives for cost control and funding; prepares reports, presentations, and offers recommendations to the Executive Director.
10. Is responsible for ensuring that activities are carried out in accordance with PRITA's mission, objectives, and with applicable state and federal policies, laws, regulations, procedures, controls, and norms. Guarantees that activities comply with contractual agreements established with the companies that maintain and operate mass transit services.
11. Gives due course of action to pertinent preventive and corrective fleet maintenance matters and activities with diligence and promptness; monitors and supervises activities to guarantee compliance with quality standards, metrics, efficiency, teamwork, commitment to service and sense of urgency.
12. Performs investigations and submits monitoring and compliance reports required by state and federal agencies.
13. Evaluates and refers information, statistics, documents, and reports related to PRITA's functioning, operations, and services, as required by state and federal regulatory agencies.
14. Is responsible for the development, revision, and correct application of regulations, norms, policies, and procedures related to PRITA's operations, functioning, services, and programs.
15. Emits certifications related to PRITA's management and supervision; certifies agreements and decisions made with state and federal agencies in matters related to PRITA's programmatic and operational activities.
16. Authorizes and certifies PRITA's reports, documents, and statistics; makes presentations about achievements, progress of projects, activities, metrics, and expected results in accordance with PRITA's mission, work plans, goals, and objectives.
17. Develops and implements contingency plans together with the management team in order to attend emergency situations and work conflicts that affect PRITA's operations, functioning, and services.

18. Prepares narrative and statistic reports; makes presentations before the Executive Director and the Board of Directors about the progress of activities and projects, services, achievements, budget, finance, and other relevant matters.

10.2 Knowledge, Skills, and Abilities

1. Knowledge of Law Number 123, of August 2014, as amended, which creates PRITA, and of state and federal laws, regulations, policies, norms, and procedures related to PRITA's activities, programs, operations, and services.
2. Knowledge of PRITA's organization and operations.
3. Knowledge of the dispositions established in PRITA's contracts for services and mass transit services.
4. Knowledge of the conditions and requisites established by the Federal Transit Administration related to the creation and operation of mass transit services.
5. Knowledge of PRITA's mission, vision, goals, and work plans.
6. Knowledge of the dispositions of Law Number 1 of 2012, the Government Ethics Law of Puerto Rico.
7. Knowledge of state and federal laws, regulations, and norms that regulate PRITA's operations and services.
8. Knowledge of modern principles and techniques for personnel administration and supervision.
9. Knowledge of techniques for analysis and evaluation of information from diverse sources and for the organization, analysis, and presentation of data and statistics through tables and graphs.
10. Ability to interpret and apply laws, regulations, and procedures related to PRITA's processes, services, and operations.
11. Ability to manage databases and prepare professional presentations related to PRITA's programs and activities.
12. Ability to work with sense of urgency and strategic focus, oriented towards the achievement of results, goals, and objectives.
13. Ability to perform complex mathematical calculations quickly and accurately.
14. Ability for verbal and written expression in Spanish and English.
15. Ability to work in teams and maintain effective interpersonal relationships with the Executive Director, Board of Directors, PRITA's staff and officials, representatives of state and federal agencies, suppliers, contractors, and general public.
16. Skills in the use of the Internet and Microsoft Office applications, including Word, Excel, Power Point, and others, as required.

10.3 Education and Experience

1. Bachelor's degree in Administration, Management, Engineering, or other related fields, from an accredited college or university.
2. Eight (8) years of experience in professional and specialized work related to bus, paratransit or ferry preventive and corrective maintenance services and activities in intermodal transit services. Experience in staff management and supervision.
3. A combination of additional academic preparation and professional experience is also acceptable.

11. Services Management: Administrator of Transit Operations (one Senior consultant for maritime service administrator for Island Ferry service (passenger and cargo services) and one Junior consultant for maritime service administrator for Metro Ferry service (passenger service only))

Professional work of responsibility and complexity consisting in the performance of various duties directed to overseeing and auditing the development and movement of the Puerto Rico Integrated Transit Authority's (PRITA) ferry operations and services. Is responsible of studying, analyzing and overseeing the ferry services and operations to verify the quality of service and compliance with the mass transit programs and operational plans. This position requires in depth maritime transportation knowledge and experience, strong leadership abilities, teambuilding skills, and the ability to work with a variety of people ranging from vessel captains and crew, general customers to elected officials. Duties include oversight and management of passenger and cargo ferry services, service delivery, customer service, and related personnel.

Maintains statistics, conducts audits and prepares reports about frequency, dispatch and service, average of out of service mass transit, cost of transport per unit and other efficiency and productivity parameters of PRITA's mass transit services. Performs work in accordance with the policies, procedures, rules and regulations established by PRITA, and applicable state and federal agencies (FTA, USCG). Is proactive in the identification of opportunities to ensure compliance with the requirements of state and federal agencies, PRITA's obligations and responsibilities, and the mission, work and service plans to comply with the requirements of state and federal agencies overseeing mass transit.

Participates in the orientation of managerial staff and supervisors about work programs and itineraries for an efficient service, the laws, regulations and requirements established by regulatory agencies ensuring compliance with the mass transit services oversight and efficiency.

Works under the general supervision of a superior authority. Receives general instructions and performs his work with initiative and own judgement in compliance with work plans, applicable state and federal laws, regulations, policies and procedures, and provisions of contracts. Work is evaluated through meetings, reports and obtained results.

Establishes contacts and official relations with directors, PRITA's officers and representatives from state and federal agencies in matters related with oversight, inventory and compliance inspection activities.

Requires strategic thinking, ability to advise and present alternatives. Acts as a facilitator of actions ensuring compliance, efficiency and effectiveness in inspection, oversight and evaluation activities to verify compliance of travel programs and itineraries.

11.1 Duties and Responsibilities

1. Performs a variety of duties related to activities directed at the oversight, inspection and audit of compliance with the programs and service itineraries, frequency, intervals, time and response of integrated transit services.
2. Oversees through inspections PRITA's integrated maritime transportation service, to verify compliance with the laws, regulations and standards of state and federal agencies applicable to maritime transportation and transit services.
3. Evaluates, inspects and oversees the dispatch, frequency, intervals and efficiency of mass transit services in accordance with service plans, programs and itineraries.
4. Investigates situations that could interrupt or delay mass transit services to identify deficiencies. Issues reports with recommendations for necessary corrective actions.
5. Maintains immediate supervisor informed about the progress of oversight, inspection, management, and performed investigation activities.
6. Prepares and submits reports of found findings and deficiencies on inspections and investigations; recommends corrective action plans and maintains an oversight, follow up and compliance system.
7. Anticipates situations that could risk the dispatch, departure and arrival of PRITA's customer transit services. Submits recommendations and short and long term corrective action plans.
8. Maintains record of performed inspections, oversight and investigations.
9. Prepares narrative reports, graphics, tables and statistics about public transit services to be used in the development of projects and in decision taking.
10. As required, provides information in Spanish and English to state and federal agencies that intervene in matters related to mass transit services.
11. Maintains database about programs facilitating inspection, oversight and compliance with mass transit service O&M activities.
12. Keeps, controls and protects mechanized systems, records, documents and information relevant to matters under his responsibility and ensures their confidentiality and correct use.
13. Uses the Internet and technological applications to locate information for the production of reports, tables, development of statistics, and database maintenance related to assigned activities.

14. Updates knowledge related to the field of work and area of competence. Participates in trainings, seminars, courses and other training activities.
15. Maintains confidentiality of matters under his responsibility, and acts and intervenes with impartiality, prudence and professionalism in work related matters.
16. Substitute's managerial personnel from PRITA when required by operational and service needs.

11.2 Desired Knowledge, Skills and Abilities

1. Knowledge of the principles, techniques and modern practices applicable to inspection and oversight activities of programs about service itineraries of the integrated mass transit services.
2. Knowledge of Law Number 123 of August 2014, as amended, which creates PRITA.
3. Knowledge of PRITA's mission, vision, goals, strategic and work plans.
4. Knowledge of PRITA's organization, operations and services.
5. Knowledge of dispositions by Law Number 1 of 2012 and the Governments Ethic Law of 2011.
6. Knowledge of the policies, regulations and procedures of the Commonwealth regulations issued by state and federal agencies governing the work plans for PRITA's integrated transit system.
7. Knowledge of the procedures and rules to conduct confidential interventions and investigations related to projects and programs with tact and discretion.
8. Knowledge of technological applications such as Word, Excel and others related with inspection and compliance oversight duties.
9. Knowledge of organization techniques, analysis, and evaluation of information and statistics of a variety of sources for the presentation of reports, tables, and graphics.
10. Ability for analysis, organization and effective time management, result-oriented.
11. Ability for the management and coordination of multiple and diverse tasks (multitask).
12. Ability to express effectively, verbally and in writing, in Spanish and English.
13. Ability to interpret and apply laws, regulations and procedures related with the processes and activities under his charge.
14. Ability to work with a strategic and in compliance focus, sense of urgency, and achievement of goals and objectives.
15. Ability to establish and maintain effective interpersonal relations with directors, functionaries, personnel from PRITA and representatives from state and federal agencies.
16. Skills in the operation of equipment and computer applications, such as: Word, Excel, Power Point, Internet and others related to oversight and inspection activities.

11.3 Education and Experience

1. Bachelor Degree from an accredited college or university in Business Administration, Planning, Management, Maritime Transportation, Engineering, or related fields, or Maritime Academy Graduate, with a US Coast Guard License.
2. Experience in professional activities, technical or project management, including experience in the use and management of technological applications of Microsoft Office (Word, Excel).
3. Eight (8) years of experience in managing transit operations and customer service interactions, including but not limited to the review and management of transit customer service operations including ticket sales, complaints, web and ticket outlet management, as well as public notices and other communications methods with the public.
4. Related maritime transportation relevant experience is preferred and may substitute for educational requirement depending on experience. Five (5) years progressively responsible maritime operations experience in a transit environment for SENIOR position and three (3) years for JUNIOR position. Supervisory/management experience is required. Comprehensive working knowledge of ferry management and operations, principles and practices, including knowledge of fixed route, scheduling, dispatch, passenger and cargo maritime transportation, field operations, and staff development is required.

11.4 Special Requirements

1. Driver's license issued by the Puerto Rico Department of Transportation and Public Works, as established in Law Number 22 of January 7, 2000, the Puerto Rico Vehicle and Transit Law.
2. Availability to work rotating shifts, including nighttime, Saturdays, Sundays and holidays in accordance with operation and service needs.

12. Administrator of Transit Operations – Paratransit Services, senior position

Professional and supervisory work consisting of planning, directing, coordinating and evaluating the activities, services and operations of the program of paratransit (ADA), attached to Transit Operations Directorate of the Puerto Rico Integrated Transit Authority (ATI). Directs and oversees the efforts of the task force to ensure compliance with the law number 123 on August 3, 2014, as amended and Americans with Disability Act, (ADA, 1990 as amended) and the mission of PRITA to promote the development of the integrated transportation of paratransit activities. It is responsible for services and operations to be performed in accordance with policies, procedures, federal and applicable state regulations. Performs analysis, research and studies related to programs and services under his responsibility, to identify opportunities for improvement,

innovation, efficiency, effective use of assigned federal and fiscal resources, materials and human resources.

Is responsible of studying, analyzing and overseeing the paratransit services and operations to verify the quality of service and compliance with the mass transit programs and operational plans. This position requires in depth transit knowledge and experience, strong leadership abilities, teambuilding skills, and the ability to work with a variety of people ranging from bus drivers, general customers to elected officials. Duties include oversight and management of daily paratransit activities, service delivery, customer service, and related personnel. Maintains statistics, conducts audits and prepares reports about frequency, dispatch and service, average of out of service mass transit, cost of transport per unit and other efficiency and productivity parameters of PRITA's paratransit services.

Ensures that the processes, services, operational and administrative work of the Office under its responsibility are carried out with diligence, respect, in compliance with the standards of quality, metrics, efficiency, productivity, confidentiality, integrity, and State and Federal laws.

Works under the supervision of ATI's Director of Transit Operations. Performs his or her duties with great liberty in order to establish and implement controls and adapt perspectives and management styles to ensure compliance with the mission, goals, objectives, results expected and with state and federal laws, including the ADA law. The work is evaluated through meetings, reports, presentations and the results obtained.

It establishes contacts and official relations with Authority officials, external consultants, representatives of State and Federal government agencies related to health professionals, suppliers, contractors and others, in matters related to the activities under its guidance

Requires strategic thinking, ability to advise, influence, and present alternatives. Intervenes to facilitate all actions that ensure compliance and accomplishment of the mission, goals, objectives, service expectations, and desired outcomes.

Performs work in accordance with the policies, procedures, rules and regulations established by PRITA, and applicable state and federal agencies. Is proactive in the identification of opportunities to ensure compliance with the requirements of state and federal agencies, PRITA's obligations and responsibilities, and the mission, work and service plans to comply with the requirements of state and federal agencies overseeing mass transit.

12.1 Duties and Responsibilities

1. Plans, directs, supervises, coordinates and evaluates the processes and activities related to the Office of Paratransit, locally called "Llame y Viaje" (Call and Ride).
2. Interprets and applies circular letters, regulations and Federal and State manuals related to the programs and services of paratransit.

3. Plans, directs, supervises, and evaluates the services related with the Office of Paratransit (ADA) operations, to ensure excellence and optimal performance of the program in accordance with the law for Americans with Disability Act, code of regulation of Federal Law Agency of transportation, (FTA) and law number 123, compliance with the strategic plan, work, mission of ATI, and other applicable state and federal provisions.
4. Participates in the design, plan, route schedules, changes in the program and operations of the transportation system of Paratransit.
5. Constantly monitors that the Registration Program, Customer Service and itineraries are carried out in accordance with the requirements of law, metrics service, confidentiality and efficiency; maintains system of monitoring and compliance.
6. Monitors and inspects the functioning of operations and that Paratransit transport facilities comply with the plans of work safety, service quality standards, metrics, procedures, regulations and laws, State and Federal including ADA, FTA; take measures and corrective actions. It maintains monitoring and compliance system.
7. Evaluates and monitors that the services are carried out in accordance with plans and schedules work, securing routes, schedules and services of the paratransit transport system to facilitate accessibility to qualified citizens, in compliance with the transport codes, standards, metrics and expected results.
8. Develops, implements, communicates, and trained staff on regulations, policies, manuals and operational and administrative procedures, law ADA, FTA regulations, services and programs of transportation code applicable to paratransit area of responsibility.
9. It advises and aimed at directors, managers, officers of the PRITA and representatives of state and federal agencies and contractors on matters related to his area of responsibility.
10. Participates together with the Director of Transit Operations the review and update of the processes of the programs, operations and activities under their responsibility, to streamline, incorporating innovative strategies and systems that benefit from the service offered to users of paratransit transportation systems.
11. It ensures that assigned team perform their duties and responsibility in compliance with the goals, objectives, legality, expectations of service and commitment to rapid, effective and reliable results.
12. Inspects and examines the need for supplies of materials and equipment required for the area under its responsibility; prepares, revises, justified and certified correct the warehouse requests, purchases and auctions.
13. Participates in the preparation of the budget in accordance with the operational needs request and service of Office, work plans and fiscal condition of the ATI; It documents and presents justification of the budget requested, controlled costs to maximize the use of the same.

14. Helps in the identification of indicators of productivity, metric, and evaluates the results and quality of programs and services.
15. Collaborates in the identification of risks, restrictions, regulations and operational to recommend changes that foster and promote the development and efficiency of operations and service goals, objectives mission and strategic plan of ATI, to ensure the success and reliability of the system of transportation paratransit.
16. Prepares action plans to take corrective measures in relation to the performance of programs and services and operations of transportation of paratransit; quality control of services; It trains and supervises personnel assigned in the implementation of this action plans.
17. Performs inspections to detect situations that may pose risks to the operations, services and users of the paratransit transport system; establishes controls and takes security measures that may be necessary.
18. Establishes priorities, attends promptly and resolves issues that impact the quality of the services and operations of the Paratransit's transport system.
19. Verifies, authorized and certified technicians, narrative reports, documents and statistics related to the services, programs and operations of the paratransit transport system.
20. Evaluates productivity, goals, efficiency and effectiveness of programs and services to prioritize, recommend changes, establish strategies, agile and reliable systems, together with the Director of Transit Operations; maintains system of monitoring and compliance.
21. Collects and provides information, statistics and documents required by Federal, State and Regulatory Agencies to verify and evaluate the services, operations, and compliance with procedures, regulations and agreements established.
22. Prepares and makes presentations on achievements, progress of programs and projects, research, statistics and activities.
23. Analyzes, prepares, revises and certifies employees' vacation plans, ensuring that the operations and service do not affect.
24. Participates in the development and implanted contingency plans to address emergency situations and disputes affecting the operations and the service of paratransit of PRITA.
25. Actively participates in special committees and work teams to develop strategies for efficiency and quality of the services, operations and issue recommendations.
26. Responsible for the safekeeping and control of archives, records, and other documents, for equipment and mechanized systems. Implements security measures and controls to ensure confidentiality and appropriate use.
27. Maintains strict confidentiality regarding all issues under his or her responsibility; acts and intervenes with impartiality, prudence and professionalism in work related matters.

28. Replaces managerial staff according to the needs of the operational services

12.2 Desired Knowledge, Skills and Abilities

1. Knowledge of the principles, techniques and modern practices applicable to the operations of the Paratransit's Office attached to the Directorate of Transit Operations.
2. Knowledge of the principles, techniques and modern practices applicable to the services, operation, maintenance and conservation of paratransit, such as transportation facilities, accessibility, operation of programs centers, call and travel, service request calls and reservations, mechanized systems of reservation, the means of transportation of paratransit and its operation, as applicable.
3. Knowledge of ATI's mission and vision of Law Number 123 of August 3, 2014, as amended, which created the Puerto Rico Integrated Transit Authority.
4. Knowledge of the law for Americans with Disability Act (ADA), as amended, codes and regulations on the regulation of the Federal Transit Administration (FTA) code and which regulate the transportation of paratransit system.
5. Knowledge of the conditions and requisites established by the Federal Transit Administration, as related to the creation and functioning of the system of integrated transport.
6. Knowledge of the dispositions of Law Number 1 of 2012 and Government Ethics Act of 2011.
7. Knowledge of modern principles, techniques and methods of administration and supervision.
8. Knowledge of organization techniques, analysis, data evaluation and statistics for the presentation of tables, graphs and technical reports.
9. Ability to use the Internet and technological applications for the search of information to be used in the production of reports, tables, statistics and maintenance of database related to their responsibilities.
10. Ability to interpret and apply laws, regulations and procedures related to the operations and services under his responsibility.
11. Ability for analysis, organization, and effective time management. Oriented towards outcomes, efficiency and productivity.
12. Ability to work with strategic and compliance focus, sense of urgency, and achievement of goals and objectives.
13. Ability to motivate and supervise staff and work in teams in order to achieve immediate results according to established priorities and expected outcomes.
14. Ability for the management and coordination of multiple and diverse tasks.
15. Ability for verbal and written expression in Spanish and English.
16. Ability to compose and present clear and precise reports in Spanish and English, update databases and prepare and manage professional presentations related to assigned responsibilities.

17. Ability to establish and maintain effective interpersonal relationships with the Director of Transit Operations, ATI's officials, representatives of state and federal agencies, suppliers, contractors, collective transport users and the general public.
18. Skills in the operation of equipment and computer applications, such as: Microsoft Office (Word, Excel, Power Point, and Outlook), applications for systems of collective transport, security and others related to assigned tasks.

12.3 Education and Experience

Bachelor's degree with a specialty in Administration, Management, Engineering, or related fields, from an accredited college or university. Course or training on the Americans with Disability Act (ADA).

Five (5) years of experience in professional and specialized work related to operational activities and ADA service paratransit or mass transportation or related field. Two (2) years of the required experience, in the coordination and/or supervision of personnel.

12.4 Special Requirements

1. Driver's license issued by the Puerto Rico Department of Transportation and Public Works as established by Law No. 22 of January 7, 2000, as established by Law Number 22 of January 7, 2000, known of the Vehicle and Traffic Act of Puerto Rico.
2. Availability to work out of regular work schedule, including weekends and holidays, as deemed necessary.

Schedule 2:
FTA Contract Clauses

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118 41
C.F.R. Part 301-10

Applicable to: Contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241 46 C.F.R. Part 381

Applicable to: All contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Use of United States-Flag Vessels. The Contractor agrees:

- (1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent 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 United States-Flag commercial vessels.
- (2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)

- (3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 C.F.R. Part 18

Applicable to: All contracts.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. FEDERAL CHANGES

49 C.F.R. Part 18

Applicable to: All contracts.

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (14)) between the Puerto Rico Ports Authority or the Puerto Rico Highway Authority (as applicable) and FTA, as they may be amended or promulgated from time to time during the term of this contract. The contractor's failure to so comply shall constitute a material breach of this contract.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to: All contracts.

- (1) PRITA and the 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 Purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) 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 clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq.
49 C.F.R. Part 31, 18 U.S.C. 1001
49 U.S.C. 5307

Applicable to: All contracts.

- (1) 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 DOT regulations “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. 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.
- (2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- (3) The contractor agrees to include the above two 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.

7. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

Applicable to: All contracts in excess of \$10,000.

- (a) **Termination for Convenience (General Provision):** PRITA may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in PRITA’s best interest. The contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to PRITA to be paid to the contractor. If the contractor has any property in its possession belonging to PRITA, the contractor will account for the same, and dispose of it in the manner PRITA directs.

- (b) **Termination for Default [Breach or Cause] (General Provision):** If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, PRITA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

- (c) **Termination for Default (Construction):** If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with any other provisions of this contract, PRITA may terminate this contract for default. PRITA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event, PRITA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to PRITA resulting from the contractor's refusal or failure to complete the work within specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by PRITA in completing the work.

The contractor's right to proceed shall not be terminated nor the contractor charge with damages under this clause if;

- The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of PRITA, acts of another contractor in the performance of a contract with PRITA, epidemics, quarantine restrictions, strikes, freight embargoes; and
- The contractor, within [10] days from the beginning of any delay, notifies PRITA in writing of the causes of delay. If in the judgment of PRITA, the delay is excusable, the time for completing the work shall be extended. The judgment of PRITA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of PRITA.

(d) **Termination for Convenience (Professional or Transit Service Contracts):** PRITA, by written notice, may terminate this contract, in whole or in part, when it is in the government's interest. If this contract is terminated, PRITA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(e) **Termination for Default (Supplies and Service):** If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, PRITA may terminate this contract for default. PRITA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of PRITA.

(f) **Termination for Default (Transportation Services):** If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, PRITA may terminate this contract for default. PRITA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the contractor has possession of PRITA goods, the contractor shall, upon direction of PRITA, protect and preserve the goods until surrendered to PRITA or its agent. The contractor and PRITA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of PRITA.

(g) **Termination for Default (Construction):** If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with any other provisions of this contract, PRITA may terminate this contract for default. PRITA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event, PRITA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to

PRITA resulting from the contractor's refusal or failure to complete the work within specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by PRITA in completing the work.

The contractor's right to proceed shall not be terminated nor the contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of PRITA, acts of another contractor in the performance of a contract with PRITA, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within ten days from the beginning of any delay, notifies PRITA in writing of the causes of delay. If in the judgment of PRITA, the delay is excusable, the time for completing the work shall be extended. The judgment of PRITA shall be final and conclusive on the parties, but subject to appeal under the disputes clauses.

If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of PRITA.

- (h) **Termination for Convenience or Default (Architect and Engineering):** PRITA may terminate this contract in whole or in part, for PRITA's convenience or because of the failure of the contractor to fulfill the contract obligations. PRITA shall terminate by delivering to the contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of PRITA, the contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the contractor to fulfill the contract obligations, PRITA may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by PRITA.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of PRITA.

- (i) **j. Termination for Convenience of Default (Cost-Type Contracts):** PRITA may terminate this contract, or any portion of it, by serving a notice of termination on the

contractor. The notice shall state whether the termination is for convenience of PRITA or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The contractor shall account for any property in its possession paid for from funds received from PRITA, or property supplied to the contractor by PRITA. If the termination is for default, PRITA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The contractor shall promptly submit its termination claim to PRITA and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of PRITA, the contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, PRITA determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, PRITA, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

- (j) **Opportunity to Cure (General Provision):** PRITA in its sole discretion may, in the case of a termination for breach or default, allow the contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

- (k) **Waiver of Remedies for any Breach:** In the event that PRITA elects to waive its remedies for any breach by the contractor of any covenant, term or condition of this Contract, such waiver by PRITA shall not limit PRITA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

8. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 C.F.R. Part 1630, 41 C.F.R. Parts 60 et seq.

Applicable to: All contracts.

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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 (US DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246 “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. 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. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 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.

(c) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of 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, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 C.F.R. Part 26

Applicable to: All contracts.

- (1) The Federal Fiscal Year Goal Has Been Set by PRITA in an attempt to match projected procurements with available qualified disadvantaged businesses. PRITA's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by PRITA as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, and is considered pertinent to any contract resulting from this request for quotation/proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, PRITA may declare the contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy:

It is the policy of the Department of Transportation and PRITA that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26, apply to this Contract. It is also the policy of PRITA to:

- Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- Ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs; and
- Help remove barriers to the participation of DBEs in DOT-assisted contracts.

The contractor agrees to ensure that DBEs as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to

compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

If is further the policy of PRITA to promote the development and increase the participation of DBEs. DBE involvement in all phases of PRITA procurement activities is encouraged.

(b) DBE obligation:

The contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, PRITA may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also listed in PRITA's Disadvantaged Business Enterprise Program document. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-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 PRITA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(d) The contractor and its subcontractors will keep records and documents for a reasonable time, but no less than three (3) years following performance of this contract to indicate compliance with PRITA's DBE program. These records and documents will be made available within twenty-one days of PRITA's request to inspect the documents and records

(e) PRITA will provide the following assistance, to the extent it is reasonable and necessary, to aid the contractor in implementing programs that encourage DBE participation:

- Identification of qualified DBEs,
- Available listing of Minority Assistance Agencies,
- Holding bid conferences to emphasize requirements.

(2) PRITA encourages prime contractors to use the services of the DBE banks.

(3) DBE Program Definitions:

a) Disadvantaged business enterprise or DBE means a for-profit small business concern:

- i. That is at least 51 percent owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined in section 3 of the Small Business Act and Small Business Administration regulations implementing it (12 C.F.R. Part 121) that does not exceed the cap on average annual gross receipts specified in § 26.65(b).
- c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is;
- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - (2) There is a rebuttable presumption that any individual in the following groups is socially and economically disadvantaged:
 - i. “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. “Asian-Pacific American”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. “Subcontinent Asian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

10. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j) 49 C.F.R. Part 661

Applicable to: Construction contracts and acquisition of goods or rolling stock (valued at more than \$100,000).

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 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The certificate titled *Buy America Certification* must be completed and returned with your bid. This certificate is located behind the bid form.

11. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 C.F.R. Part 41

Applicable to: Only to construction of new buildings or additions to existing buildings.

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicable to: All contracts and subcontracts which exceed \$100,000.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. LOBBYING

31 U.S.C. 1352
49 C.F.R. Part 19
49 C.F.R. Part 20

Applicable to: Contracts for construction, architectural and engineering, acquisition of rolling stock, professional service contract, operational service contract, and turnkey contracts which exceed \$100,000.

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 C.F.R. 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.

The certificate titled *Certification Regarding Lobbying* must be completed and returned with your bid. This certificate is located behind the bid form.

14. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 C.F.R. 18.36 (i)
49 C.F.R. 633.17

Applicable to: Contracts as described below.

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, the contractor agrees to provide the

Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, the contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. (If applicable).
- (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable).
- (5) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 the contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39(i)(11).
- (7) FTA does not require the inclusion of these requirements in subcontracts.
- (8) In accordance to 49 USC Section 5325(i), the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids, or proposals, except in cases where applicable federal statutes expressly mandate or encourage geographic preference, is prohibited.
- (9) Use of cost plus a percentage of cost and cost plus a percentage of construction cost methods of contracting is expressly prohibited by the federal common grant rules (49 C.F.R. 18)

- (10) As required by 49 USC Section 5325(b)(3), all FTA assisted contracts and subcontracts including program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a contractor cannot incur and invoice PRITA any unallowable, or unreasonable costs prohibited by the FAR and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The recipient and the third party contractor, its subcontractors and sub-recipients must use indirect costs rates approved by the cognizant US Government Auditor for one year applicable accounting periods established by a cognizant Federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation negotiation, administration, reporting, change order, options, and payments, and not be limited by administrative or de facto ceilings, if applicable.

15. CLEAN AIR

42 U.S.C. 7401 et seq

40 C.F.R. 15.61

49 C.F.R. Part 18

Applicable to: All contracts exceeding \$100,000.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

16. RECYCLED PRODUCTS

42 U.S.C. 6962

40 C.F.R. Part 247 Executive Order 12873

Applicable to: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not

limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicable to: Construction contracts over \$2000 for Davis-Bacon Act.

Applicable to: Construction contracts over \$100,000 for Copeland Anti-Kickback Act.

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 C.F.R. 5.2(h), 49 C.F.R. 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 C.F.R. 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 C.F.R. 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 C.F.R. 3.11) enumerated at 29 C.F.R. 5.5(a) and reproduced below.

The clause language is drawn directly from 29 C.F.R. 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

(1) Minimum wages:

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That

the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 C.F.R. 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the

proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding:

PRITA 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, PRITA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records:

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to PRITA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees:

- (i) Apprentices -Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an

acceptable program is approved.

- (ii) Trainees -Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will not be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity -The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements:

The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts:

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration 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 C.F.R. 5.5.

(7) Contract termination: debarment:

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

(8) Compliance with Davis-Bacon and Related Act requirements:

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards:

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) 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 C.F.R. 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 C.F.R. 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 C.F.R. 5.2(h), 49 C.F.R. 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 C.F.R. 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 C.F.R. 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 C.F.R. 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

- (1) **Overtime requirements** -No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages** -In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 the clause set forth in paragraph (1) of this section, 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 the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages** -PRITA 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 the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts** -The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of 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 paragraphs (1) through (4) of this section.

19. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 49 C.F.R. Part 29 Executive Order 12549

Applicable to: All contracts and subcontracts which exceed \$25,000.00.

This contract is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The contractor is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by PRITA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to PRITA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure contractors and subcontractors must provide immediate written notice to PRITA if it learns that a person involved in a covered transaction has been excluded. PRITA must then provide written notice to the Federal Transit Administration.

20. BREACHES AND DISPUTE RESOLUTION 49 C.F.R. Part 18 FTA Circular 4220, 1 F

Applicable to: All contracts in excess of \$100,000.

Disputes - Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of PRITA's [title of employee]. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the contractor and the contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by PRITA, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such

other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the PRITA and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the PRITA is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the PRITA, (Architect) or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. RIGHT OF PROTEST

FTA Circular 4220.1F

Applicable to: All contracts.

If a contractor has a grievance with a solicitation or award, they may protest to the Executive Director within 14 days of award. The written protest shall include the name of the protestor, solicitation/contract number or description, and a statement of the grounds for protest. Protests should be filed with the Executive Director at the following address:

Alberto M. Figueroa Medina, PhD, PE
Executive Director
Puerto Rico Integrated Transit Authority
P.O. Box 41267
San Juan, Puerto Rico 00940-2007

The Executive Director will investigate the complaint and decide whether the complaint is justified and if so, what corrective action should be taken. All decisions by the Executive Director are final.

The Federal Transit Administration will only entertain a protest that alleges PRITA failed to follow the stated protest procedures. Such protests to FTA must be filed in accordance with FTA Circular 4220.1F.

22. RESERVED

23. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

Contractor (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, the contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of PRITA or FTA, the contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

24. AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA). The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

25. CHARTER BUS AND SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 U.S.C. 5323(F)
49 C.F.R. Part 604
49 C.F.R. Part 605

Applicable to: Operational Service Contracts.

Charter Service Operations: The contractor agrees to comply with 49 U.S.C. 5323(d) 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 under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations: Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

26. PRIVACY ACT

5 U.S.C. 552

Applicable to: all contracts when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier.

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310

49 U.S.C. § 5311

49 U.S.C. § 5333

29 C.F.R. Part 215

Applicable to: each contract for transit operations performed by employees of a contractor recognized by FTA to be a transit operator.

Transit Employee Protective Provisions: (1) The contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements:** To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DRUG AND ALCOHOL TESTING

49 U.S.C. § 5331

49 C.F.R. Parts 653 and 654

Applicable to: Operational Service Contracts.

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Puerto Rico, or PRITA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicable to: All contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 PRITA requests which would cause PRITA to be in violation of the FTA terms and conditions.

Forms Provided by PRITA Included as Appendices to the RFP.

1. Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions
2. Certification for Disadvantage Business Enterprise (DBE) Annual State Goal
3. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
4. Certification Regarding Buy America Act
5. Confidential Information Agreement
6. Conflict of Interest Certification
7. Affidavit of Non-Collusion
8. Form of Proposal
9. Acknowledgment of Addenda

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The Contractor _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charge by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Executed this _____ day of _____, 20____

By:

(Signature of Authorized Official)

(Title of Authorized Official)



**CERTIFICATION OF CONTRACTOR, CONSULTANT OR OFFEROR FOR DBE
ANNUAL STATE GOAL**

I hereby certify that I am the _____ and duly authorized
(Title)

Representative of _____, whose address is
(Firm)

_____, and acknowledge and certify as follows:

- a) Understand that the PRITA DBE Program has an annual state goal, which this firm shall seek to attain according to the DBE Program provisions.
- b) Agreed, as an express or implied condition for obtaining the contract, to comply by the provisions of Title 49 Code of the Federal Regulation Part 26 as it pertains to Disadvantage Business.

Except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the PRITA, in connection with this contract involving participation of Federal-Aid highway and transportation funds (if applicable) and is subject to applicable State and Federal laws, both criminal and civil (if applicable).

Date Name

(Signature of Authorized Official)



CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, or 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 shall 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 Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was 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 21, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Firm Name: _____

Signature of Authorized Official: _____

Title of Authorized Official: _____

Date: _____



CERTIFICATION REGARDING BUY AMERICA ACT

CERTIFICATE OF COMPLIANCE

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 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.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE

The _____ (Contractor), that it cannot 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 steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, but it may qualify for an exception.

Date _____

Signature _____

Company Name _____

Title _____



CONFIDENTIAL INFORMATION AGREEMENT

BY THIS AGREEMENT, effective _____, the Puerto Rico Integrated Transit Authority (hereinafter “PRITA” or “Authority”) and _____ (hereinafter “Proposer”) agree as follows:

PRITA will provide certain Confidential Information related to the RFP for Technical Oversight Support Services to potential Proposers. PRITA will provide this information for use during the Proposal preparation period in written or electronic form. Similarly, the Proposer may create certain Confidential Information related to the RFP for Technical Oversight Support Services during the Proposal preparation period in written or electronic form, including photographs, plans, communications, and/or records exchanged during site visits.

“Confidential Information” includes proprietary or trade secret information, records relating to the security or safety of transportation infrastructure, other information submitted from or on behalf of any of the Proposers submitting Proposals in response to the RFP for Technical Oversight Support Services, all deliberative procurement materials, and/or any other information that might be considered exempt pursuant to the Puerto Rico Public Records Law. Any Confidential Information shall be identified as confidential by PRITA in a timely manner.

During the Proposal preparation period, Proposer shall treat Confidential Information as such and agrees not sell, transfer, disclose, display or otherwise make available to anyone any part of such Confidential Information without prior written consent of the Authority. Proposer further agrees to limit access to Confidential Information to those of its employees, subcontractors, suppliers, and agents reasonably requiring access for the purposes of preparing a Proposal in response to RFP for Technical Oversight Support Services, and who are obligated to treat the information in the way provided for herein with regard to confidentiality, use, and non-disclosure.

Proposer agrees to return or destroy in a PRITA-approved manner all Confidential Information at any time upon request by PRITA.

This Agreement shall be effective for the proposal preparation period of _____ through _____, unless otherwise extended by PRITA.

The foregoing is understood and agreed to.

**PUERTO RICO INTEGRATED
TRANSIT AUTHORITY**

PROPOSER

By: _____

Name: _____

Title: _____

By: _____

Date: _____

Title: _____

Date: _____



CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby certifies that the Bidder shall comply with Puerto Rico Conflict of Interest and Ethics Laws, Law Number 1 of 2012 and Government Ethics Act of 2011, and with any Conflict of Interest terms stated in the Operating Agreement.

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____



Affidavit of Non-Collusion

It shall be understood that any bid submitted to PRITA is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF _____ Date: _____

COUNTY OF _____ S.S.

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer, or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____

My commission expires: _____



FORM OF PROPOSAL

PROPOSAL OF _____

NAME _____ TELEPHONE (____) _____

ADDRESS _____

TO THE PUERTO RICO INTEGRATED TRANSIT AUTHORITY:

The undersigned proposes to perform the Contract in accordance with the RFP and for the price as stated in the Cost Proposal. The undersigned also certifies that it has examined the site of the proposed work and the assets subject to the Contract and the RFP before submitting the Proposal and is satisfied as to the requirements therein. As further consideration for the Award of this Contract, the undersigned agrees to the following terms, conditions and acknowledgments:

- A) To execute the Contract attached hereto and, failing to do so, PRITA may proceed to award the Contract to others.

The Proposer acknowledges receipt of the following Amendments to the Request for Proposals:

Number	Date	Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The Proposer agrees that its Proposal will remain a valid, firm fixed offer for 180 calendar days following the Proposal due date.

Organization: _____

By: _____

Title: _____

STATE OF _____)

) ss

COUNTY OF _____)

SUBSCRIBED AND SWORN TO ME ON THIS:

_____ DAY OF _____, 20____

RFP for Technical Oversight Support Service
RFP No. 16-001
Puerto Rico Integrated Transit Authority



NOTARY PUBLIC

My Commission Expires: _____



Acknowledgement of Addenda

Please acknowledge receipt of all addenda issued with this RFP by completing this addendum acknowledgement form. Initial next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgement: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my Proposal, plans, and/or specifications, etc.

Addendum Received:

_____ Addendum	_____ Addendum
_____ Addendum	_____ Addendum
_____ Addendum	_____ Addendum

I understand that failure to confirm the receipt of addenda may be cause for rejection and/ or disqualification of this RFP. I further understand that any verbal representation made or assumed to be made during any oral discussion held between PRITA's representatives is not binding. Only the information issued in writing and added to the RFP by an official addendum is binding.

PROPOSER'S NAME: _____

AUTHORIZED SIGNATURE: _____

COMPANY: _____

TITLE: _____

DATE: _____

Schedule 3:
Model Contract

COMMONWEALTH OF PUERTO RICO
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
PUERTO RICO INTEGRATED TRANSPORT AUTHORITY

CONTRACT NUMBER ____

APPEARS

AS FIRST PARTY: The **PUERTO RICO INTEGRATED TRANSIT AUTHORITY OF THE COMMONWEALTH OF PUERTO RICO** (*Autoridad de Transporte Integrado del Estado Libre Asociado de Puerto Rico*), a public corporation and instrumentality of the Commonwealth of Puerto Rico, created by virtue of Act No. 123 of August 3, 2014, (the "Organic Act") represented herein by its Executive Director, Alberto M Figueroa Medina, of legal age, married, engineer and resident of Mayaguez, Puerto Rico, authorized by the Board of Directors as evidenced by Resolution number 2014-06, (hereinafter referred to as the "ATI")

AS A SECOND PARTY: _____ a corporation organized and existing under the laws of the State of _____, United States of America, with place of business at _____ and registered to do business in Puerto Rico, herein represented by _____, of legal age, Vice President Contracts, and a resident of the United States (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

WHEREAS: The management of ATI has the need to engage the CONTRACTOR for the management, operation evaluation, and oversight of (i) bus , (ii) ferry and (ii) the rules and regulations of the United States Department of Transportation's Federal Transit Administration ("FTA").

WHEREAS: ATI's Budgeting Office has issued the required certification of available funds to acquire the work that will be provided by the CONTRACTOR.

THEREFORE: By virtue of the power conferred to ATI, the parties have agreed to sign a purchase Agreement, subject to the following:

TERMS AND CONDITIONS

ARTICLE 1. SERVICES:

A. Services under this contract will be the technical oversight support in tasks associated with the management, evaluation, operation and oversight of bus, ferry, and heavy rail services on the islands of Puerto Rico and the rules and regulations of the FTA. The work will be provided as set forth in the proposal awarded on M/D 2016 submitted by the CONTRACTOR (the "Proposal"), which is included and made part of this Agreement as Appendix A.

B. The CONTRACTOR shall keep ATI regularly informed, on the progress of all matters entrusted to them and shall consult on any important decision related to such work with ATI.

ARTICLE 2. AUTHORIZED REPRESENTATIVE

The Executive Director or an authorized representative(s) of ATI shall be responsible for ensuring faithful compliance with the provisions of this contract.

ARTICLE 3. EFFECTIVENESS

This contract is effective from the date of its execution until _____, 2016.

ARTICLE 4. COMPENSATION

A. The maximum amount payable for the work by ATI under the terms of this Agreement is _____ unless amended by a written change order duly signed by both parties. ATI shall not make any payment in excess of the amount provided in this clause, whether or not the CONTRACTOR exceeds the same, regardless of the reasons that the CONTRACTOR may have for said excess.

B Compensation for any additional goods or services provided by the CONTRACTOR shall be agreed to in writing, in an amendment or amendments to this Agreement. ATI shall make all payments under this Agreement from the account number _____. No work or expenditures will be paid, unless they have been referred or certified by the ATI official acting as Project Manager of the ATI. [Act 237-2004]

C. The following Payment Schedule shall be used unless changed by mutual agreement in writing between the parties: _____

ARTICLE 5. EXPENSES, TRAVEL AND AUTHORIZATION OF PAYMENTS

All CONTRACTOR expenses and travel required under this contract are covered in the price in Article 4 above.

ARTICLE 6. INVOICES

A. The CONTRACTOR shall submit to the Mailing Office of ATI monthly invoices in original, certified in duplicate and signed by an authorized officer, which shall describe in detail the work provided, and a description of the work rendered. Any invoice that is not submitted to the Mailing Office of ATI shall not be processed for payment.

B. The Project manager of ATI in charge of administering this contract, or its authorized representative will review in detail the correctness of said invoices and, when found appropriate, will certify the work and submit the invoices for payment.

C. All invoices submitted by the CONTRACTOR shall contain the following certification:

"Under penalty of absolute nullity, I hereby certify that none of the employees of ATI are part or have any interest in the profits or benefits obtained from the contract upon which this invoice is based on, or if they have part or any interest in the profits or benefits from this contract, a dispensation must have been previously approved. The only consideration for submitting the goods and services object of this contract has been the payment agreed upon with ATI's authorized representative. The amount in this invoice is true and correct and all the work has been rendered and no payment has been received."

D. ATI will not pay the CONTRACTOR for any invoice that does not contain the aforementioned certification.

E. In addition, ATI reserves the right to review the books and perform audits consistent with FTA requirements by the CONTRACTOR under this Contract.

F. If the CONTRACTOR owes a sum of money to ATI because ATI paid in excess of the contract's maximum amount, or for any other valid reason under the terms of the contract, CONTRACTOR authorizes ATI to make the adjustment and necessary deductions for the corresponding reconciliation.

G. The CONTRACTOR acknowledges and agrees that final payment shall not to be made under this contract until the CONTRACTOR submits a Debt Certification indicating that it has no debt with the Department of Treasury. Also, subject to the provisions of Article 26, the CONTRACTOR accepts and agrees to cancel any debt that it cannot clear up with the Department of Treasury, through the retention of the payments it is entitled to receive under this contract, as required by the Circular Letter 1300-25-14, Department of Treasury March 10, 2014.

ARTICLE 7. AGREEMENT EFFECTS, FISCAL RESPONSIBILITY AND REQUIRED DOCUMENTS

A. The CONTRACTOR acknowledges that it is solely responsible to pay for wages, salaries or emoluments of the personnel used to provide the work contemplated in this Agreement. Also, the CONTRACTOR will be solely responsible to pay for the State Insurance Fund, unemployment insurance and any other insurance required of the CONTRACTOR by law and shall make any appropriate deductions of Federal Social Security and Income Taxes related to said personnel wages or salaries in connection with providing such Work.

B. On the other hand, ATI shall be responsible to deduct payments made to the CONTRACTOR regarding income tax, the applicable percentage according to the provisions of the Internal Revenue Code of Puerto Rico, 2011, as amended, and Regulations, unless the CONTRACTOR submits ATI a Certificate of Waiver issued by the Secretary of the Treasury, in accordance with applicable Regulations in force at the time payment is made. Not Applicable to this effort.

C. The CONTRACTOR certifies that it is duly organized and existing validly as a corporation under the laws of the State of California, with full power and authority to perform all activities undertaken by it (or currently planned to take place). The CONTRACTOR owns, possesses or has obtained all licenses, permits, orders and other governmental authorizations necessary to conduct business in the Commonwealth of Puerto Rico as it is currently conducted. The CONTRACTOR certifies that the transactions made in this Agreement are within its powers and have been duly authorized by corporate resolution to that effect.

D. The CONTRACTOR certifies and warrants that at the time of the execution of this Agreement it has fulfilled its tax obligations for the past five (5) years prior to this contract, including the filing of Income Tax Returns and Sales and Use Tax for the past sixty (60) taxable periods (months) and does not have any current debt with the Commonwealth of Puerto Rico, relating to Income Tax, Sales and Use Tax, real property, personal property or excise taxes, or otherwise has a payment plan in place and is currently complying with its terms, contributions for unemployment insurance, temporary disability and drivers' social security taxes required by the Department of Labor and Human Resources of Puerto Rico or child support to ASUME (by its Spanish acronyms), as applicable, as defined in the Administrative Bulletin No. OE- 1991-24 issued by the Governor of the Commonwealth of Puerto Rico on June 18, 1991, as amended, and Circular Letter 1300-25-14 issued by the Department of Treasury. [Act 237-2004]

E. The CONTRACTOR certifies that if he has the obligation to pay support for the elderly, he is

currently complying with it or has a payment plan for said purpose and has not failed to comply with orders, subpoenas, requests, resolutions, court judgments or the administrator of the Administration for Child Support, as required by Act 168 of August 12, 2000.

F. Pursuant to the provisions of Act No. 237 of August 31, 2004, as amended, the following documents, where applicable, are made part of this Agreement:

- Certification of No Debt, issued by the Department of Treasury (Form 6096);
- Certification of Tax Filing for the past five (5) years, issued by the Department of Treasury (Form 6088);
- Certification of Tax Filing for Sales and Use (“IVU”) for the past sixty (60) taxable periods (Model 2942);
- Certification of Debt for Sales and Use Tax (“IVU”) (Model 2927);
- Certification of Filing Personal Property Tax;
- Certification of Debt for All Concepts issued by the Center for Municipal Revenue Collections (“CRIM”, by its Spanish acronyms);
- Certification of Registration as an Employer and of Debt regarding Unemployment and Disability Insurance, issued by the Department of Labor and Human Resources;
- Certification of Registration as an Employer and of Debt regarding Drivers’ Social Security;
- Certificate of Good Standing;
- Certificate of Existence or Certificate of Authorization to do Business in Puerto Rico;
- Certificate of Incorporation;
- Corporate Resolution authorizing the person signing this Agreement on behalf of the CONTRACTOR;
- Certification that the CONTRACTOR has no child support debt as issued by the Administration for Child Support or Certified Statement [individuals] (ASUME, by its Spanish acronym);
- Certification of Compliance Status.

G. Subcontractors, professional or technical personnel used by the CONTRACTOR with prior written authorization from ATI shall comply with the obligations of this Agreement. To be considered a Subcontractor, twenty-five percent (25%) or more of their time shall be devoted to these services. The CONTRACTOR shall be responsible to require such subcontractors to provide and certify the required information stated above and notify ATI about this matter.

H. The CONTRACTOR expressly acknowledges that the certifications listed above are essential to the validity of this Agreement and if intentionally incorrect in whole or in part, this will be sufficient cause for ATI to rescind the Agreement in accordance with the default provisions herein and the CONTRACTOR shall repay ATI all monies paid.

ARTICLE 8. ASSIGNMENT OR SUBCONTRACT

8.1 The CONTRACTOR is not authorized to and will not subcontract in whole or in part any of the obligations under this contract without the express prior written consent of ATI (which consent shall not be unreasonably withheld, conditioned or delayed. All fees paid to these subcontractors will be paid from the maximum amount that the CONTRACTOR can receive under this contract. The CONTRACTOR agrees and affirms ATI will not incur in duplicate expenses as a result of any subcontract. Notwithstanding the foregoing or anything to the contrary, in connection with the work to be provided hereunder, from time to time CONTRACTOR may utilize the services of employees of its affiliates. Such affiliates are wholly owned by CONTRACTOR's parent company and employees.

8.2.1 Any request to hire a subcontractor shall specify the matters or cases in which it participates and will include all certifications, information and affidavits as required to the CONTRACTOR under this contract. ATI reserves the right to refuse any subcontract it reasonably deems not in their best interests.

8.2.2 Each subcontract signed by the CONTRACTOR has to provide that all applicable conditions of this contract will apply to the subcontractor and its officers, agents and employees in all respects, as if they were employees of the CONTRACTOR. In addition, the CONTRACTOR agrees that the approval of a subcontractor by ATI does not establish any rights in favor of the subcontractor and against ATI, or impose on ATI any obligation, responsibility or duty in favor of any subcontractor or

create any contractual relationship between the subcontractor and ATI.

8.2.3 The CONTRACTOR agrees and undertakes to include in any subcontract or agreement with its subcontractors, all contractual arrangements necessary to enforce all the above provisions under this clause and all other applicable provisions under this contract.

ARTICLE 9. COPYRIGHTS

A. CONTRACTOR shall retain all right, title and interest in and to: (1) all of its pre-existing patent, copyright, trademark and other intellectual property rights therein; and (2) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that CONTRACTOR may develop or supply in connection with this Agreement (“CONTRACTOR Knowledge”). Upon full and final payment of all fees and expenses owing to the CONTRACTOR under this Agreement, the CONTRACTOR hereby grants to ATI a non-exclusive, nontransferable, royalty-free license to use the Deliverables for the purposes contemplated by the RFP, so long as in doing so ATI does not breach any material obligation of this contract. ATI acknowledges that all advice (written or oral) provided by CONTRACTOR to ATI in connection with this Agreement is intended solely for the benefit and use of ATI in considering the matters to which this engagement relates. ATI agrees that it shall not use such advice for any other purpose or reproduce, disseminate, quote or refer to it at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without CONTRACTOR’s prior approval (which shall not be unreasonably withheld), except as required by law.

B. All documents and information provided by ATI for the duration of the Contract, as well as all correspondence, reports, research, information or material relevant to the contract, provided by or on behalf of the ATI and obtained as a result of work rendered by the CONTRACTOR, shall be owned by ATI and cannot be used by the CONTRACTOR for any purpose, other than the performance of this contract, without the prior written consent of ATI, even after completion of the contract.

C. By written request of ATI or at the expiration, cancellation or termination of this Agreement, the CONTRACTOR shall provide ATI any document, information or material owned by ATI in relation to this Agreement. Subject to payment in full for work performed, the unfinished work of the CONTRACTOR shall be submitted to ATI, which shall be entitled to finish the work and use the material and ideas thereof so long as such use is consistent with the provisions of this contract. Notwithstanding anything to the contrary, each party may retain, subject to its confidentiality obligations, one (1) copy of the other party’s documents or other

information (including confidential information) for internal record keeping purposes, but only for that period of time necessary to evidence compliance with this Agreement or other legal requirements. ATI shall accept Deliverables which conform to the requirements of this AGREEMENT. ATI will promptly, and in no event more than ten (10) days after the completion of the applicable work with respect to any Deliverable ("Acceptance Period") give CONTRACTOR notification of any non-conformance of the Deliverables with such requirements ("Non-conformance"), and CONTRACTOR shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. ATI shall have the right to test the corrected Deliverables in the same manner as with respect to the original Deliverables. If the DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS or ATI uses the Deliverables before acceptance, modifies the Deliverables without the approval of CONTRACTOR, unreasonably delays the beginning of acceptance testing, or does not notify CONTRACTOR of any Non-conformance within the Acceptance period, then the Deliverables shall be considered accepted by ATI.

E. CONTRACTOR warrants that the Work shall be performed with reasonable care in a diligent and competent manner. CONTRACTOR's sole obligation shall be to correct any non-conformance with this warranty, provided that ATI gives CONTRACTOR written notice within thirty (30) days after the Work is performed or the Deliverables are accepted. CONTRACTOR does not warrant and is not responsible for any Work to the extent that the Work incorporates work performed by DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS or ATI or to the extent that the Work involves work that has not been completed and reviewed by CONTRACTOR. CONTRACTOR does not warrant and is not responsible for any third party products or services. DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS's and ATI's sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against CONTRACTOR. THIS SECTION IS CONTRACTOR's ONLY WARRANTY CONCERNING THE WORK AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

ARTICLE 10. CONFIDENTIALITY

The CONTRACTOR acknowledges that all information or data provided, obtained and produced as part of the work under this contract shall be considered confidential and, as such, disclosure without the

written consent of ATI is strictly prohibited, except: (i) as requested by ATI, the Department of Transportation and Public Works or their legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision. This Article 10 shall survive expiration or termination of this Agreement.

ARTICLE 11. NON EXCLUSIVITY

Nothing in this Agreement shall be interpreted as limiting the CONTRACTOR's right to freely exercise its profession, and to conduct any lawful business as any other legal entity engaged in business, and ATI's right to use CONTRACTORS to other matters it deems relevant.

ARTICLE 12 REQUIRED BONDS

A performance bond of fifteen percent (15%) of the awarded amount of the project is hereby posted in benefit of ATI by the CONTRACTOR, and duly delivered to ATI for safekeeping. This bond can be posted in a managers check payable to ATI, or by an insurer on behalf of the CONTRACTOR. This insurer must be authorized to conduct (insurance) business in Puerto Rico, and duly licensed by the Office of the Commissioner of Insurance of Puerto Rico. This bond is executable by ATI for failure by CONTRACTOR to comply with the provisions of this contract.

ARTICLE 13. GOVERNMENT ETHICS, CRIMES AGAINST THE TREASURY AND OTHERS

A. The PARTIES state that no officer or employee of ATI or any member of their household has a direct or indirect pecuniary interest in the profits or benefits of this Agreement. [Act 237-2004]

B. ATI certifies that none of its officers or employees who have the authority to approve or authorize agreements, or any member of their household, have or have had during the past four (4) years prior to taking office, direct or indirect pecuniary interest with the CONTRACTOR. [Act 237-2004]

C. The CONTRACTOR certifies that neither it nor any of its shareholders, partners, officers, principals, subsidiaries or parent companies to the best of its knowledge and belief:

1. Have been convicted or probable cause for arrest has been found against them for any offense against the treasury, faith and public service, against the government or involving public funds or property, at the federal or state level. [Act 458-2000, Act 84-2002]

2. Have ever been convicted of offenses against public integrity, as defined in the Penal Code or misappropriation of public funds and has not been convicted of such a crime involving moral turpitude in the courts of the Commonwealth of Puerto Rico, in federal courts or the courts of any other jurisdiction of the United States or any other country. If convicted of any the above offenses, the contract will be terminated. [Act 237-2004, Act 458-2000]

3. Any family member who is a public servant participating or having access to the decision making process to determine the need for work covered in this Agreement, or in the process of negotiation and execution thereof does not have a specific interest in any case or matter that may create a conflict of interest or of public policy while rendering work agreed upon under this Agreement and shall not accept any contract with ATI that may cause a conflict of interest or public policy. [Act 458-2000, Act 84-2002]

4. No employee, officer, director or shareholder of the CONTRACTOR, whatever the case may be, has served as a public officer or employee related to the specific work to be provided under this Agreement, within two (2) years preceding the signature thereof. [Act 237-2004]

D. The CONTRACTOR certifies that upon execution of this Agreement it received a copy and agreed to abide by the provisions of Act No. 84 of June 18, 2002, which establishes the Code of Ethics for CONTRACTORS, Suppliers of Goods and Services and Economic Incentive Seekers of the Executive Agencies of the Commonwealth of Puerto Rico, the Puerto Rico Government Ethics Act and signed the Certification of No Conflict of Interest, as required by Circular Letter No. 2002-05 of the Puerto Rico Government Ethics Office

E. [reserved]

F. The CONTRACTOR certifies that it has obtained any exemption required by law in order to perform the work under this Agreement from any government entities authorized to grant such dispensations, and that copies of these have been given to ATI to be made part of the contract file. [Act 237-2004]

G. The CONTRACTOR acknowledges its duty to inform ATI continuously during the term of this Agreement of any situation relating to what is provided in this clause. This obligation is continuous in nature during all stages of the procurement and execution of the Agreement. [Act 458-2000, Act 84-2002]

H. The CONTRACTOR certifies and warrants to the best of its information and belief and on behalf of its shareholders and officers that it is not under investigation or civil or criminal proceedings for acts involving crimes against the treasury, faith and public service. The CONTRACTOR recognizes its obligation to inform ATI during the contracting stage and during the term of the Agreement of any civil or criminal

investigation or process that is related to public funds, testimonies, public functions and public property, at the federal or state level.

I. If the CONTRACTOR or any of its shareholders or officers are guilty of crimes as defined by Act No. 458-2000, as amended, this Agreement shall be terminated immediately and ATI shall be entitled to demand repayment made under the Agreement directly affected by the commission of the crime. The CONTRACTOR shall submit an affidavit in accordance with the provisions of Act No. 428 of September 22, 2004. [Act 458-2000]

J. The CONTRACTOR certifies that it has not engaged in dishonorable conduct; it has not been convicted of a felony or misdemeanor, or any offense involving moral turpitude or has been removed from public service. Having incurred any such disabling causes, the CONTRACTOR shall submit the Decision issued by (the) director of the Office of Human Resources of the Commonwealth of Puerto Rico (OCALARH, by its Spanish acronyms) which certifies its habilitation, a copy of which will be made part of this Agreement's file. The CONTRACTOR expressly recognizes that this is an essential condition of this Agreement and if the information provided is not accurate, ATI will have sufficient cause to rescind the Agreement and demand that the CONTRACTOR reimburse ATI any monies received for work rendered under this Agreement. If during the term of this Agreement the CONTRACTOR incurs in any of the disabling causes, ATI may immediately terminate this Agreement without notice.

K. The CONTRACTOR and its authorized representatives shall conduct themselves professionally and respectfully toward officers or employees of ATI at all times. [Act 84-2002]

ARTICLE 14. ADVERSE INTERESTS [Act 84-2002, Act 237-2004]

A. The CONTRACTOR acknowledges that in rendering its services, it has to be completely loyal to ATI, including not having adverse interests toward the Commonwealth of Puerto Rico without the prior written consent of ATI, other than. These adverse interests may, depending on the particular facts and circumstances include representing clients who have or may have conflicting interests with the Commonwealth of Puerto Rico. This duty also includes a continuing obligation to subject to the CONTRACTOR'S obligations of confidentiality to third-parties, disclose to ATI all the circumstances of its relationships with customers and third parties that may be adverse to ATI, as well as any interest that may influence ATI when executing this Agreement or during its term.

B. The CONTRACTOR makes explicit recognition of its duty not to accept professional or personal

interest in any matter to result in impermissible conflict of interest with ATI. In addition, the CONTRACTOR certifies to the best of its knowledge and belief that, at present, neither it nor any of its shareholders, partners, officers, principals, employees, subsidiaries or parent companies, have professional or personal interest in any matter that results in an impermissible conflict of interest with ATI.

C. The CONTRACTOR has conflicting interests when, on behalf of a client, it is its duty to promote what it must oppose to in complying with its obligations to any past, current or potential clients. The CONTRACTOR also represents conflicting interests when its behavior is described as such in the recognized standards of ethics of its profession, or the laws and regulations of the Commonwealth of Puerto Rico. In contracts with partnerships or firms, a violation of this prohibition will occur if any of its shareholders, directors, partners or employees engaged in the work hereunder incurs in the conduct described herein. The CONTRACTOR must avoid even the appearance of the existence of conflicting interests.

D. CONTRACTOR is not currently aware of any relationship that would create a conflict of interest with the Department of Transportation and Public Works or ATI or those parties-in-interest of which ATI or the Department of Transportation and Public Works has made us aware, other than as described below, if any. Because CONTRACTOR and its affiliates and subsidiaries comprise a firm (the "Firm") that serves clients on a global basis, it is possible that the Firm may have rendered or will render services or goods to or have business associations with other entities or people which had or have or may have relationships with ATI or the Department of Transportation and Public Works, including creditors. The Firm will not be prevented or restricted by virtue of providing the services or goods under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with ATI's or the Department of Transportation and Public Works, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained.

ARTICLE 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. The CONTRACTOR shall be responsible for the loss or damage of material owned by the AUTHORITY under his custody and responsibility, pursuant to the Civil Code of Puerto Rico. B. The CONTRACTOR shall release, indemnify and hold harmless the AUTHORITY, its employees and officers from all claims, charges and/or legal actions relating to bodily injury or death of any person or damage to real and/or tangible personal property incurred while CONTRACTOR is performing the Work and to the extent caused by any negligent or faulty act or omission made by the CONTRACTOR, its agents or employees in

providing the contracted work under this contract.

B. The CONTRACTOR shall also release, indemnify and hold harmless the AUTHORITY of any penalty, punishment or damages caused by the fault or negligence of the CONTRACTOR in any court, administrative body or quasi-judicial entity. In such cases, the CONTRACTOR shall defend, indemnify and hold harmless the AUTHORITY, its affiliates, agents, officers, employees, shareholders and authorized representatives from any claims, liabilities, direct costs, expenses, fines, judgments, damages, including attorneys' fees when it has been proven that the CONTRACTOR has engaged in negligence, inaction, omission or misrepresentation in the defense of the AUTHORITY, as well as violations of law by the CONTRACTOR, claims product of the fault or negligence of the CONTRACTOR in the procurement; unauthorized obligations incurred on behalf of the AUTHORITY made by the CONTRACTOR, its agents, employees or third parties hired by the CONTRACTOR.

C. The CONTRACTOR shall also release, indemnify and hold harmless the AUTHORITY for expenses incurred (including damages, costs and attorneys' fees) in claims and/or legal proceedings filed against the AUTHORITY related to libel, defamation, slander, invasion of right of privacy, piracy, plagiarism, unfair competition, misappropriation of ideas, violation of copyright and related claims arising out of the fault or negligence of the CONTRACTOR.) The provisions of this Article 15 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of the AUTHORITY, CONTRACTOR, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law. The limitation of liability of the CONTRACTOR shall not exceed the value of all amounts paid to the Contractor paid under the Contract, and in no event shall CONTRACTOR be liable to AUTHORITY for any consequential, indirect or special damages or the like, including, but not limited to, loss of opportunity, profits or revenues. This Article 15 shall survive expiration or termination of this Agreement.

ARTICLE 16. TERMINATION

A. ATI, at its sole discretion and for any reason, may terminate the Agreement by written notice to the CONTRACTOR thirty (30) days before the date on which the Agreement will end, it being understood that the CONTRACTOR is entitled to additional compensation for all work rendered or goods delivered and expenses incurred up to the effective date of the notification of termination. [Act 237-2004]

B. Notwithstanding the aforementioned, the prior notice requirement does not apply, therefore annulling the contract immediately and freeing ATI from any further liability hereunder, when:

1. When probable cause for arrest has been found against the CONTRACTOR or any of its shareholders, partners, officers, principals, employees, subsidiaries or parent companies for an offense against the public finances, faith and public service, against government or involving public funds or property, in the federal or state level; or [Act 458-2000].
2. The CONTRACTOR, or any of its shareholders, partners, officer, principals, employees, subsidiaries or parent companies, incurs in negligence, abandons its duty, incurs in misconduct or breaches this Agreement or [Act 237-2004].
3. The CONTRACTOR, or any of its shareholders, partners, officers, principals, employees, subsidiaries or parent companies has been convicted of crimes against public integrity, as defined in the Penal Code or embezzlement of public funds and has not yet been convicted of the offense in the courts of the Commonwealth of Puerto Rico, in the federal courts or the courts of any other jurisdiction of the United States or any other country. [Act 237-2004]
4. Whenever ATI understands that there is an extraordinary fiscal situation that warrants immediate spending cuts.
5. In addition, the CONTRACTOR may terminate this Agreement by written notice to the other parties for Good Reason. "Good Reason" shall mean ATI or the DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS'S misrepresentation of or failure to disclose material facts, failure to pay fees or expenses when due (or circumstances indicating to CONTRACTOR that fees or expenses will not be paid when due), circumstances such that it is unethical or unreasonably difficult for CONTRACTOR to continue performance of the engagement, or other just cause.

C. The parties acknowledge that in the event that the funds provided for this contract were somewhat limited or canceled for reasons beyond the control of ATI, this Agreement shall be terminated and will end on the day in which the CONTRACTOR is notified in writing that said funds have been adjusted or canceled. In the case of any termination of this Agreement, all work provided by the CONTRACTOR, including until the date of the written notice of cancellation or reduction of funds, will be compensated according to the terms of this Agreement. If funds were reduced, the parties will have the option to negotiate a new agreement in writing in conformity with the availability of funds within the budget of ATI.termination expenses

D. Upon completion of the work, either due to cancellation or termination of this Contract, the CONTRACTOR shall submit ATI a final written report of the work rendered, steps taken, and those pending by the termination date. ATI will only pay or reimburse the CONTRACTOR for work rendered and authorized reimbursable expenses incurred through the date of termination, resolution or expiration as indicated.

ARTICLE 17. DISPUTE RESOLUTION

The CONTRACTOR recognizes the power of supervision of the Executive Director of ATI in compliance with the provisions contained herein. If the Executive Director of ATI understands that an adverse interest exists or have arisen with the CONTRACTOR, the CONTRACTOR will be notified in writing of the findings and ATI's intention to terminate the Contract within thirty (30) days. Within this term, the CONTRACTOR may request a meeting with the Executive Director of ATI to make its case regarding the determination of conflict. The Executive Director of ATI will grant said meeting. Upon failure to request the meeting in the aforementioned term of thirty (30) days, or failure to resolve satisfactorily the dispute during the meeting granted, this Agreement shall be deemed terminated.

ARTICLE 18. GENERAL PROVISIONS

A. The failure of either party to object or take corrective action against the other party, for conduct in violation of any of the terms of this Agreement, shall not be deemed a waiver of said terms or any other.

B.

C. This Agreement supersedes any other existing expressed or implied agreements between the CONTRACTOR and ATI and it may not be altered, modified, amended or terminated, except by written agreement.

D. This Agreement shall prevail over any dispute arising out of interpretation between this and any letter and/or proposal and/or Appendix submitted by the CONTRACTOR.

E. The headings used in this Agreement are for reference purposes only and do not constitute an integral part thereof.

F. It is stipulated that the terms and conditions of this Agreement are separate and apart from each other, and if one or more clauses are declared invalid by a competent court, it does not affect the validity of the remainder of the Agreement, which will continue in full force and effect.

G. The CONTRACTOR shall use commercially reasonable efforts to use and shall give preference

to those items extracted, produced, assembled or packaged in Puerto Rico or distributed by agents established herein, provided that they have to meet the specifications, terms and conditions set forth in the statement of auction or purchase order and its price, after applying the appropriate investment parameters, is the lowest. [Act 14-2004]

H. The CONTRACTOR certifies that it has no current contracts with other Puerto Rico government agencies, and that if it did, they are not incompatible with the work herein contracted.

(Covered in Article 28 below)

ARTICLE 19. NOTIFICATION

Any notice relating to this Agreement shall be made in writing and shall be processed by hand or by registered mail. Notifications to ATI shall be delivered to the following address:

Executive Director
Autoridad de Transporte Integrado
PO Box 42007
San Juan, Puerto Rico, 00940-2007

Notices to the CONTRACTOR shall be equally directed to:

ARTICLE 20. JURISDICTION AND APPLICABLE LAW

A. The parties irrevocably submit to the jurisdiction of the federal courts of the United States regarding any dispute arising or in relation to this Agreement. The parties hereby waive any other venue to which they might be entitled to by virtue of domicile or otherwise. The parties agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the engagement or the performance or non-performance of CONTRACTOR hereunder.

B. This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Puerto Rico, and any cause of action arising out of it shall be filed only in the federal courts of the United States.

ARTICLE 21: CESSION OF INTEREST

The CONTRACTOR and ATI will not assign or transfer its interest in this contract without the prior

written consent of the other party, (which consent shall not be unreasonably withheld, conditioned or delayed) provided, however, that such consent is not necessary to place an assignment or transfer of interest to another agency or governmental instrumentality of the Government of Puerto Rico the power to continue ATI's obligations hereunder. T. However, upon prior written consent of ATI, the CONTRACTOR may assign the amounts owed by ATI under this Agreement to a financial institution, as provided by Act No. 16 of May 1, 1967 (3 LPRA sections 901 and 902) as security for payment of any present or future debt that the CONTRACTOR has or may have with that financial institution.

ARTICLE 22:

ATI acknowledges that CONTRACTOR's deliverables and services and the fees charged are dependent on ATI's timely and effective completion of its responsibilities. ATI represents and warrants to the CONTRACTOR as follows: (1) ATI and the former will provide the CONTRACTOR with reliable, accurate and complete information and the CONTRACTOR will be entitled to rely upon the accuracy and completeness of the information provided without any independent investigation or verification thereof by the CONTRACTOR, (2) ATI will provide timely decisions and approvals by ATI's management, (3) all DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS or ATI facilities in which the CONTRACTOR personnel may be obligated to work shall comply in all respects with all applicable federal, state and local laws, rules and regulations, (4) if required for the performance of the work at an DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS or ATI facility, ATI or the Department of Transportation and Public Works shall provide appropriate work space and other equipment, access to systems and information and support services, and (5) if ATI's personnel will work with the CONTRACTOR's personnel in connection with the work, ATI will assign personnel having skills commensurate with their role with respect to such work. In addition ATI and the Department of Transportation and Public Works understand that the work to be rendered by the CONTRACTOR may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of client operations, which may materially and adversely differ from those projections and forward-looking statements.

The CONTRACTOR shall be entitled to rely on all client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. Nothing in this Agreement shall require the CONTRACTOR to evaluate, advise on, modify, or reject such decisions and approvals, except as expressly

agreed to by all parties or unless required as part of the work to be rendered under this Agreement.

ATI acknowledges that the Commonwealth of Puerto Rico, its agencies, corporations, subsidiary corporations and affiliates and/or municipalities (1) are the controller(s) of any data or databases accessed and/or processed by the CONTRACTOR in the course of performing the work, including, but not limited to, data relating to individuals (the "Data"), and (2) each of them will be solely responsible to third parties for such Data. ATI represents and warrants to the CONTRACTOR that all Data processing and transfers between ATI and its affiliated agencies on the one hand and the CONTRACTOR on the other hand have been and will be conducted in full compliance with any laws or regulations applicable to the protection of data. ATI further acknowledges that ATI and its affiliated agencies are solely responsible for providing the CONTRACTOR with directions and instructions relating to any laws or regulations applicable to the protection of data, upon which directions and instructions the CONTRACTOR will rely exclusively when accessing and processing Data in performing the work.

ATI agrees that it shall be responsible for any delays, additional costs or other liabilities caused by or associated with ATI's failure to fulfill any of its responsibilities.

While the CONTRACTOR shall attempt to comply with ATI's request for specific individuals, the CONTRACTOR shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the work.

Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding anything herein to the contrary, the CONTRACTOR may reference or list ATI's or the Department of Transportation and Public Works name and/or a general description of the work. ATI also agrees that upon reasonable prior notice from the CONTRACTOR, ATI will be willing to provide a reference for the CONTRACTOR (e.g. in the form of analyst telephone calls, client telephone calls, presentations, and the like).

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

ARTICLE 23: TERMINATED CONTRACTS OR RESOLVED

The CONTRACTOR certifies it has had contracts with other agencies of the Government of Puerto Rico or its municipalities and has complied with their obligations under those contracts. Furthermore, none of these contracts was terminated or resolved by unsatisfactory performance, neglect, negligence or violation of any law or the terms of the contract.

ARTICLE 24: SOCIAL SECURITY DEDUCTIONS AND TAX REVENUES

No amounts will be deducted from the fees payable to the CONTRACTOR under this Agreement for Social Security, Income Tax or any other tax, except to apply the withholding orders by Section 1143 of the Internal Revenue Code of Puerto Rico in 1994. The payments made under this contract will be reported to the Treasury Department. The CONTRACTOR is responsible for making any payments which the CONTRACTOR is legally obligated to make to Social Security and Federal Income Tax Bureau.

ARTICLE 25:

The Department of Transportation and Public Works and ATI on behalf of themselves and their subsidiaries and affiliates and any person which may acquire all or substantially all of their assets agree that until two (2) years subsequent to the termination of this engagement, they will not solicit, recruit, hire or otherwise engage any employee of CONTRACTOR or any of its affiliates who worked on this engagement while employed by CONTRACTOR or its affiliates.

ARTICLE 26: RETENTION OF PAYMENT DUE

Upon reasonable written notification to the CONTRACTOR, ATI may upon written notice to CONTRACTOR withhold payment due to the CONTRACTOR for work rendered, any sum of money equivalent to the finally determined tax debt owed by the CONTRACTOR to any of the government instrumentalities available to the Circular Letter No. 1300-26-08 of February 11th, 2008, for the Treasury Department, where this tax debt has been properly assessed by the Treasury Department and is defined according to the categories set out in the Circular, except for those instances where the tax debt is under a pre-arranged payment plan between the CONTRACTOR and the Treasury Department or where the CONTRACTOR can be awaiting a decision after having submitted a petition for review following the

procedures established by the applicable laws and regulations, thus involving the CONTRACTOR to cancel the debt, as appropriate, if any.

ARTICLE 27: This contract is not transferable. The transfer will be sufficient cause to terminate this contract immediately, without being subject to the provisions of other Clauses of reasons for termination of this contract. The breach of this clause will be liable for any damages or injury caused to ATI were the amounts specified in the Contract, whether they are directly or indirectly by the assignee or subcontractor.

ARTICLE 28: Under Act No. 243 of November 10th, 2006, known as the "*Ley de la Política Pública sobre el uso del Seguro Social como Verificación de Identificación*", the Parties agree not to disclose, reveal or display the social security number used to identify the other party for other purposes not permitted by law and make it illegible, if they produce a copy of this contract to any third party that is not the Office of the Comptroller of the Commonwealth of Puerto Rico, or its authorized officials .

ARTICLE 29: ENTIRE AGREEMENT

The Contract constitutes the entire integrated agreement between the parties, and any and all prior or contemporaneous promises, representations, agreements or understandings, whether oral or written, including without limitation portions of the CONTRACTOR's Proposal that are not part of the Contract, between the parties are expressly merged into the Contract, and superseded thereby. Any amendment to this contract must be made in writing signed by both parties during the term of the contract pursuant to ATI's needs, and subject to the availability of funds for the implementation of the amendment. If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

ARTICLE 30. RECORD IN THE OFFICE OF THE COMPTROLLER

No tradeoffs contained in this Agreement may be required until it is registered in the Office of the Comptroller of the Commonwealth of Puerto Rico, pursuant to the provisions of Act No. 18 of October 30, 1975, as amended.

ACCEPTANCE

The parties express their agreement to all terms and conditions contained in this Contract, accepting



it in its entirety on the day of its execution.

IN WITNESS WHEREOF the parties have signed this Agreement on the date and place indicated at the beginning of this document

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