

Request for Proposal of Professional Services for the Development of a
Comprehensive Transportation Plan for the Municipality of San Juan

Date Issued:	March 7, 2014
Proposal Due Date:	April 22, 2014
Time:	3:30 pm

DESCRIPTION OF THE WORK TO BE DONE/ PROJECT BRIEF

The Autonomous Municipality of San Juan (the Municipality) requests proposals from qualified consultants, with expertise in transportation and the rules and regulations of the United States Department of Transportation's Federal Transit Administration (FTA), for the development of the following:
Comprehensive Transportation Plan for the Municipality of San Juan.

The Plan shall accomplish the following objectives:

- to design the organizational structure of the Municipal Transportation Office;
- to evaluate San Juan's current situation concerning its transportation infrastructure and services;
- to identify the transportation needs, aspirations, goals and objectives of San Juan's residents and visitors;
- to develop and evaluate alternative scenarios for an intraurban and interurban transit system;
- to analyze and propose strategies for addressing accessibility, mobility and parking problems of the main urban arteries; and,
- to determine the scenario (modes and routes) best suited to satisfy the present and projected transportation needs of San Juan.

For the purpose of this RFP, "Consultant" refers to an individual, a firm or a team of individuals associated which may respond to the RFP to provide the service as are herein outlined and requested. Interested parties are thus invited to submit proposals in accordance with the guidelines described throughout this package.

If after receiving this package your company declines to participate in the procurement process, please notify immediately such decision by e-mail at rpomales@sanjuanciadapatria.com.

OVERVIEW

The associated contract will be awarded, executed and administered by the MUNICIPALITY OF SAN JUAN **but the PRHTA will monitor the compliance of the federal regulations in the procurement and award process as well as in the execution of the study, in order to determine if it complies with the work scope.**

A determination of the final arrangement for local management will be decided during this RFP process.

The consultant or firm shall submit in two documents: **1) a Statement of Qualifications, 2) a Technical Proposal, and 3) a Cost Proposal.**

The Municipality has to ensure to award only the most responsible consultant whose proposal represents the best value to the municipality. Best Value is defined as: a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative consideration includes technical approach, quality of proposed personnel, and/or management plan. This means that the award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to the Municipality of San Juan. In order to do that, the Auction Board and the Evaluation Committee will review, evaluate and rank all received proposals based on the criteria set forth later on in this document.

INELIGIBLE PROPOSERS

In the event that a Proposer is ineligible for federally financed or assisted work, their proposal will be rejected and any contract resulting from their proposal may be canceled, terminated or suspended by the Municipality of San Juan.

AWARD OF CONTRACT

After the deadline for submittal of proposal, the Municipality of San Juan will either decide to award a contract or reject all proposals. The Municipality shall award the contract to a responsible consultant whose proposal represents the greatest value to the Municipality. The determination of best value will be based on the analysis of the evaluation factors listed in this solicitation.

The Municipality will only award to the responsible contractor possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The general standards to determine responsibility and that a prospective contractor must meet, in addition to being qualified and eligible to receive the contract award under applicable laws and regulations, are the following:

- a) Integrity and ethics. The consultant must have a record of integrity and business ethics.
- b) Financial resources adequate to perform the contract, or the ability to obtain them.
- c) Ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- d) A satisfactory performance record.
- e) A satisfactory record of integrity and business ethics.
- f) The necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.
- g) Compliance with applicable licensing and tax laws and regulations.
- h) The necessary production, and technical equipment and facilities, or the ability to obtain them.
- i) Compliance with Affirmative Action and Disadvantaged Business Program requirements.
- j) Be in compliance with the public policies of the Federal Government and other qualifications.

The Municipality will take the necessary actions to obtain information from various sources, including from the consultant (offeror, bidder), in order to make the determination of responsibility. As required by the FTA Circular 4220.1F, the Municipality will maintain a written record of the procurement history, including the “reasons for the contractor (consultant) selection or rejection”.

Any financial data submitted with any offer or cost proposal, will not form part of any resulting contract; provided, however, that if the resulting contract contains price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

The top-ranked proposal will be offered a contract, a copy of which will be provided with the short-list/request for proposal notice, for the cost amount contained in the Proposal. **The Municipality reserves the right to request a Best and Final Offer (BAFO) and/or negotiate fees based on available funds.**

CONSULTANT SELECTION PROTEST RULES

Any actual or prospective Consultant who is aggrieved in connection with the solicitation of award of a contract may protest to the Auction Board. The protest shall be submitted in writing within five (5) days of the mailing of the notification of adjudication or award of this RFP, as required by the Municipal Regulation of Auctions, Municipal Ordinance No. 37, Series 2010-2011.

A protest should be in writing and shall include: (1) the procurement title and/or number under which protest is made; (2) the name, address, e-mail of the allegedly aggrieved party; (3) a detailed description of the specific grounds for the protest and all supporting documentation including the specific accounts (partidas) for the award which is being protested; (4) to state with enough specificity the facts and issues of law that the allegedly aggrieved party determines must be reconsidered; (5) the reasons and specific arguments on which the protest is based, including the necessary evidence; (6) the specific ruling or relief requested; (7) certification of having provided a copy of the protest to each of the proposers; and (8) the signature of the protesting proposer. The written protest shall be addressed to the President of the Auction Board, Mr. Nazario Lugo Burgos, to the following address: PO Box 70179, San Juan, PR 00936-8179.

Protest Procedure

Upon receipt of a timely written protest, the Auction Board will consider the protest in accordance to established procedures and statutes, and will 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 corresponding Court of Law. A copy of the decision will be mailed by US Mail and faxed or emailed to the allegedly aggrieved.

Failure to Comply with Requirements

Failure to comply with these protests requirements will render a protest untimely or inadequate, and may result in rejection thereof by the Municipality.

RFP INFORMATION

1. **Identification of Sources of Funding:** Financial support of this Programs and Report is provided through financial assistance grants from Section 5307 of the Federal Transit Administration (FTA) and Municipal funds.
2. **Procuring Municipality:** Autonomous Municipality of San Juan, Puerto Rico

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3. **Contract Administrator:** Plan. Jorge Hernández Favale, Director, Office of Planning and Land Use.
4. **Application Format:** The proposal must be submitted in English and submitted in original and four (4) paper copies, as well as a digital copy on CD. . It can be presented by private or public courier, express mail service or **(preferably) in person. Proposals arriving via facsimile or e-mail will not be accepted.**
5. **Submission of Proposal:** The proponents shall submit the requested documents in sealed envelopes. The technical and the cost proposal must be in separate envelopes. The documents must be addressed to the following:

Hon. Carmen Y. Cruz Soto, Mayor
Autonomous Municipality of San Juan
Office of Planning and Land Use
185, Roosevelt Plaza, 2nd. floor, Hato Rey, PR
PO Box 70179, San Juan, PR 00936-8179

6. **Submission due date and time:** Proposals must be received **on or before 45 calendar days after the publication of the RFP notice, from 8:00am to 12:00pm or 1:00pm to 3:30 PM.** Public notice was scheduled on March 7, 2014. Therefore, the 45 calendar days are due on April 22,2014. Proponents have the sole responsibility for the timely delivery of the proposal, notwithstanding delays resulting from postal handling or any other reason. **Proposals arriving via facsimile or email will not be accepted.**
7. **Type of Contract:** Fixed price contract. This type of contract establishes a single price, based on a series of line item prices. The contractor takes full responsibility for the cost and profit outcome. It is the contactor's responsibility to deliver the product and the specifications specified in the contract otherwise the contractor is not entitled to payment of the stipulated price.
8. **Billing and payment method.**
 - a. Payment of the contract price is base on Payment Price. This means that payment is due upon completion of the work and submission of the consultant's invoice. Any payment portion made before the completion of the work is considered a Partial Payment. Partial payments are payments made, as authorized by the contract, upon delivery and acceptance of one or more

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complete units (or one or more distinct item of service) in accordance with the contract specifications, even though other quantities remains to be delivered.

In accordance with the Scope of Work described in this RFP, the payments of this contract will be as follows:

1. Upon submission and acceptance by the Municipality of San Juan of the following documents:
 - Interim Report (30%).
 - Draft Final (30%), and
 - Final Report (40%).
 - i. Limitation on Withholding- In the event that the Municipality or the PRHTA considers that work produce is unsatisfactory; an amount of stipulated fixed price will be withheld.
 - ii. Final Payment- The final payment will be made when the contractor has satisfied all the required documentation. Since final payment signifies that the performance obligations of both parties to the contract have been completed, before making the final payment the contractor shall submit and sign a release form releasing the Autonomous Municipality of San Juan from any further claims by as the contracting firm. While, the Planning and Land Use Office of the Autonomous Municipality of San Juan will sign a form certifying that all the deliverable items have been received, reviewed, and accepted as being in conformance with the contract specifications.
9. **Terms of Agreement:** The terms of the agreement shall commence IMMEDIATELY AFTER THE EXECUTION by the Hon. Carmen Y. Cruz Soto and shall end in no event later than the date stipulated in the contract with the Consultant.
- The study is expected to take nine (9) months for completion. Estimated Completion Date: March 2015.**
10. **Pre-Proposal Conference:** The Municipality reserves the right to decide on a pre-proposal conference, but none is envisioned as of this RFP publication.

ADDITIONAL INFORMATION AND INQUIRIES

General Information may be obtained by contacting Plan. Rubén A. Pomales-Rodríguez, Special Aide of the Planning and Land Use Office, at 787-480-3095. However, inquiries regarding technical clarification or interpretation of this solicitation, must be requested in writing by fax at 787-764-9150 or e-mail to jrhernandez@sanjuanciudadpatria.com, directed to Plan. Jorge Hernández-Favale, Director, Office of Planning and Land Use. Any written inquires shall be presented no later than ten (10) calendar days after the publication of the Public Notice at 3:30 pm. All submitted questions and clarification requests would be answered, in written form, by fax or e-mail to all entities registered as having received this RFP package.

The proponent must acknowledge receipt of any addenda to the RFP by signing and returning the addenda with their proposal.

The Autonomous Municipality of San Juan will not be responsible for any information otherwise given by way of verbal or oral communication by any of its agents, executive officials, employees or anybody else directly or indirectly related with them.

ADDENDA

Any changes issued by the Autonomous Municipality of San Juan in connection with this RFP will be issued in the form of written addenda. Therefore, all interested proposers shall inform the Autonomous Municipality of San Juan in writing, of their desire to receive notice of any changes. Addenda shall only be issued to those prospective proposers who requested such information.

Requests for addenda and/or changes must be sent to Plan. Jorge R. Hernández-Favale, Director, Planning and Land Use Office at the address stated above or via e-mail to: jrhernandez@sanjuanciudadpatria.com with a subject line reflecting:

RFP Solicitation: Comprehensive Transportation Plan – Municipality of San Juan.

The proponent must acknowledge receipt of any addenda to the RFP by signing and returning the addenda with their proposal. ANY ORAL EXPLANATIONS OR INSTRUCTIONS WILL NOT BE BINDING.

PROPOSAL REQUIREMENTS

In order to be considered, an original copy of the proposal and four (4) copies are required from the Proponent; a CD containing the entire proposal in PDF format will also accompany it. **Proposals arriving via facsimile or e-mail will not be accepted.**

All the proposals should present the following information

- **Title Page:** proposal's topic, firm or individual's name, address, telephone number, contact person and date of proposal.
- **Transmittal Letter:** Signed by a person authorized to legally bind the proponent and containing information like, but not limited to: Official in charge, fax number and e-mail address, authorized individual (s) who will serve as primary contact for matters related to the submitted proposal, and other as may be relevant to Proponent(s).
- **Table of Contents:** Self- explanatory.
- **Executive Summary:** This section should provide an overview and enough information in a way that any reader can become acquainted with the full proposal. Highlighting and summarizing Proposal's Sections and their key elements accentuating strengths of the submitted offer and brief statement of Proponent's understanding of work to be done.
- **Description of the Proponent:** Minimum components of a responsive Statement of Qualifications:
 1. **Relevant qualifications of team members that will be involve in the project: that will be doing the bulk of the work should be highlighted.** Principals of the involved firms may be listed but information that is provided should be reflective of their anticipated level of involvement in the project.
 - The staff or team that will be working on the referred study, in which case: the offer will provide a brief description of the qualifications of team members who would be performing the work, their roles, their relevant experience and resumes;
 - The name and comprehensive contact information for all team members, highlighting the local point of contact for the team.
 2. A brief description of the **Proponent firm's background (corporate profile)**, including:
 - Qualifications
 - List of clients
 - List of transportation studies (and year of the study) in which members of the staff have played key roles

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- Recent transportation projects, team members' role, a brief description of the services provided and client's contact information;
3. A certificate signed by the Firm's Proponent, indicating that the firm has adopted the following documents. **Submission of said documents is a condition for execution of contract. Failure to do so will result in disqualification from the RFP process.**

Affirmative Action and Equal Employment Opportunity (EEO) statement;

- ✓ Disadvantaged Business Enterprise (DBE) status, including name of certifying agency and contact person;
- ✓ Affirmative Action/EEO and DBE identification of subcontractors, if used;
- ✓ **Certification and Sworn Statement of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters** (see Attachment); and
- ✓ Three principal firm references.

4. **Project Understanding:** A written statement must be submitted, demonstrating the Proponent understanding of the scope, intent, goals and objectives, outcomes, vision of the undertaking, and how will be achieved.
5. **Proposed Work Approach:** Describe, on a Task-by-Task basis, the proposed approach, and process that will be followed and used to accomplish the service herein requested.
- **The proposal should explain and describe how (The proposal should meticulously explain and describe how the offeror will accomplish the development of work for this project the methodology, step by step approach) the offeror will accomplish the development of the scope of work of this project.** This description shall include:
 - **Tasks and sub-task description**

- **The data that will be needed and how it will be gather (collected)**
 - **The methodology to develop a survey or an inventory**
 - **Identify the key stakeholder**
 - **List key products that will be generated as part of the scope of work: capital improvement plan, public participation report, implementation plan, etc.**
6. **Schedule:** Provide an adequate project schematic schedule (Gant charts or any other equivalent graphic representation) accompanied by a brief narrative describing and identifying the proposed duration and relationship between task and sub-tasks, as expected by the consultant.
- Highlight key events, such as meetings, submission due dates of report as well as interim and final completion of milestones, subtasks and tasks deliverables, as well as, any other related matters.
7. **Cost of Proposal:** The Proposal's cost shall identify:
- **Project cost by service item:** staff, rate, work hours and cost
 - Travel expenses
 - Profit margin
 - Project cost by task and sub-task
 - Proponents are free to discuss and describe any cost issue that they want to clarify, if any.
8. **Financial Responsibility:**

The consultant shall provide information demonstrating that it has the necessary financial resources to perform the contract in a satisfactory manner and within the specified time.

Confidentiality

Each proposal and supporting documents must be submitted under cover of sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. All proposals and supporting

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proposal documents become public information at the bid opening and are available for inspection by the general public.

Choice of forum

All disputes concerning the solicitation and award of this contract will be subject to, governed by, and construed according to the “Autonomous Municipalities Act of the Commonwealth of Puerto Rico of 1991”, Act No. 81 of August 30, 1991, as amended, The Uniform “Administrative Procedure Act of the Commonwealth of Puerto Rico”, Act No. 170 of August 12, 1988, as amended and other relevant laws of the Commonwealth of Puerto Rico.

EVALUATION OF PROPOSAL

The Auction Board will analyze all proposals, to ensure they are fully responsive to the RFP published, as well as, to the applicable laws and regulations.

Proposal meeting all the requirements herein stated, will then be evaluated based on firm expertise, key staff experience and capabilities, understanding of the purpose of the effort that will be commissioned, quality and completeness of the technical proposal and work approach, references from similar ongoing or recently completed projects, DBE responsiveness and cost. Cost will not be the sole basis for selection, but will play a key role.

Evaluation elements	Weighted Factor
Qualifications of the Proponent Firm and their staff and Experience in the Development of Comparable Scope of Work	30%
Past performance of the firm and of key personnel	10%
Cost or Price Proposal: labor hour rates, overhead, travel, materials.	15%
Proposed Work Approach- methodology, data, distribution of the tasks	35%
Delivery Schedule (Time Frame)	10%
	100%

The Autonomous Municipality of San Juan **reserves the right to contact and check references, and require additional information, as it deems necessary.**

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Evaluation procedures will be fully consistent with current Commonwealth and USDOT-FTA procurement regulations, since federal assistance has been granted for services to be hired.

The Municipality reserves the right to accept or to reject any or all proposal and award of contract under the conditions most favorable. Moreover, the Municipality also retains the right to withdraw, cancel and/or postpone this solicitation at any time for its own convenience, without liability prior the execution of the contract. **Firms or individuals whose name appears on the US Comptroller List of Ineligible Contractors will not be considered.**

In addition, with the proposal submission, the proponent certifies that it is aware and complies in full with all FTA procurement requirements and related certifications (see Attachments) applying to the proponent(s) regarding this submission. Particularly, but not limited to, that no principals (officers, directors, owners or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

Neither the Autonomous Municipality of San Juan shall be liable for any costs incurred by the prospective consultant firm(s) and any subcontractor, if any, in the preparation or responding of this RFP. Moreover, all materials submitted will become the property of the Municipality, which reserves its unrestricted right to use any information contained in the proposal.

The Municipality reserves the right to make formal revisions, additions or modifications to this RFP. All changes will be issued in the form of a written Addendum that will be distributed to all entities registered as having received an RFP package. No Addendum will be issued later than five (5) days prior to the RFP submission due date. Signed acknowledgment of receipt of each addendum must be submitted with the proposal.

AUTONOMOUS MUNICIPALITY OF SAN JUAN'S RIGHTS

All claims, counterclaims, disputes and other matters in question between the Municipality and the contractor arising out of or relating to this agreement or its breach will be decided by Puerto Rico's Appellate Court.

The contract will be awarded to that responsible proponent whose proposal will be most advantageous to the Municipality, in terms of the consideration of price and other factors.

The **Municipality reserves the right** to award to other than the lowest bidder or offer.

The **Municipality** may award a contract based on the initial proposals received without discussion of such proposals, or make its selection after negotiations with all proposers whose proposals are within the competitive range, i.e., the proposals which appear to have a reasonable chance of being selected. Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached.

The **Municipality reserves the right to** reject all of the proposals and to waive informalities and minor irregularities in the proposals received, to issue subsequent requests for proposals, to cancel or change this request for proposals, to change this request for proposals, and to at any time approve, disapprove, reduce, expand or cancel any or all of the work to be undertaken.

The **Municipality may** award a contract based on the initial proposals received without discussion of such proposals, or make its selection after negotiations with all proposers whose proposals are within the competitive range, i.e., the proposals which appear to have a reasonable chance of being selected. Negotiations shall be confidential and not subject to disclosure to competing proposers unless an agreement is reached.

The **Municipality reserves the right to** negotiate with all proponents within the competitive range in the event the contract initially let under this proposal is terminated for noncompliance and to make another award. Also, the right to negotiate with all proponents within the competitive range in the event the cost proposed exceeds the funds available for this study.

The **Municipality shall issue a Notice to Proceed** for each phase of work and before any obligation is incurred to the successful proposer or proposers, and the Municipality shall have the option to issue Notices to Proceed for as many phases as it chooses, or no phase if it so chooses, at such time, as it in its sole discretion may determine. Further, during the contract period, the Municipality shall have the right to direct changes in the methodology. If the parties cannot agree to the appropriate price adjustment, the price shall be determined considering the same factors as is provided for a termination for convenience.

The **Municipality reserves the right** to terminate the contract if it is in the best interests of the Municipality, providing payments for certain costs and services rendered to the date of termination.

LEGAL FRAMEWORK AND CONSULTANT RESPONSIBILITIES

Governing Law

All contractual agreements shall be governed by, and construed according to, the laws of the Commonwealth of Puerto Rico and any applicable federal law or regulation. The parties' agreement will be subject to the Commonwealth of Puerto Rico's court of competent jurisdiction.

Prime Consultant Responsibility

The selected Consultant will be required to assume responsibility for all services offered in its Proposal and this RFP, whether or not he/she/it directly produces them. Further, the Autonomous Municipality of San Juan will consider the selected Consultant to be the sole point of contact with regard to contractual matters, including, payment of any kind and all changes resulting from the parties' agreement.

SCOPE OF WORK:

- 1. Agency or Municipality:** Autonomous Municipality of San Juan, Puerto Rico
- 2. Contact Person: Plan. Jorge R. Hernández-Favale**
Phone: (787) 480-3135
E-mail: jrhernandez@sanjuanciadadpatria.com
- 3. Task Title:** *Comprehensive Transportation Plan for the Municipality of San Juan*
- 4. Budget:** Between \$500,000 and \$720,000.
- 5. Task Description:**

As Puerto Rico's capital city, San Juan faces a series of challenges regarding its transportation system. Traffic congestion in main city roadways, a daily influx of visitors from all regions of the island, and a diverse array of transportation modes contribute to a complex transportation system. Furthermore, future demographic and socio-economic trends are expected to cause significant changes in the future transportation needs of the Municipality.

The Comprehensive Transportation Plan (heretofore The Plan) will provide the Municipality with a series of documents that will guide its transportation and land use policies, as well as the programming of its transportation investments. The Plan will document the current conditions of the transportation

system, produce recommendations for improving mobility, reduce traffic congestion, expand transit services in an integrated manner, and support land use policies.

6. Task Work Program: THE PROPONENTS TECHNICAL PROPOSAL SHALL NOT BE LIMITED TO THE FOLLOWING LIST OF TASKS AND DATA. THESE ONLY REPRESENTS A MINIMUM OF THE THINGS THAT NEED TO BE CONSIDER. WE STRONGLY ENCOURAGE CONSULTANTS TO PROVIDE A METHODOLOGY AND A DESCRIPTION ON HOW THEY WILL APPROACH THE PREPARATION AND COMPLETION OF THE STUDY

Task 1. Design of the organizational structure of the San Juan Transportation Office.

An organizational structure for the Office will be developed. This office will be in charge of managing the development of the Comprehensive Transportation Plan and its implementation, as well as future transportation planning initiatives.

Product: Organizational structure of the Municipal Transportation Office.

Task 2. Project Management Plan.

Based on consultations with designated Municipal Staff, the Consultant shall prepare a detailed Project Management Plan for the project. The Management Plan will refine the contract scope of work and will be used to guide and monitor the project. The Project Management Plan will specify the roles and responsibilities of the Consultant and other project participants, identify specific work tasks, sub-tasks, and review/comment points, and provide a detailed schedule of work – including major milestones that must be met before further work can be authorized.

Product: A detailed Project Management Plan.

Task 3. Public Involvement Plan.

The Consultant shall develop a Public Involvement Plan, one of the most important ongoing elements of the Comprehensive Transportation Plan. The Public Involvement Plan will include extensive outreach to different stakeholders (residents, professional groups, elected officials, etc.), and its activities will be coordinated with the designated Municipal staff.

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The Public Involvement Plan will include detailed descriptions of the proposed public involvement tasks and activities, which can include (but not be limited to) the following: public meetings or hearings, focus groups, newsletters, news releases, and other public involvement means agreed by the Consultant and the Municipality.

One of the main activities of the Public Involvement Plan is the development of a website, to be hosted in the Municipality's web page, which will include postings of public meeting notices, technical documents, schedule updates, and other Plan activities.

A schedule or project timeline must be developed that shows how the Public Involvement Plan interrelates with each of the various work tasks of the project. All public participation subtasks must be closely coordinated and integrated with the related technical activities on an ongoing basis throughout the project.

The Consultant shall make arrangements for, and participate in, meetings with the Comprehensive Transportation Plan project participants. The Consultant shall also participate in a number of presentations at defined project milestones. The exact number of meetings and presentations may vary, depending on the needs of the project.

For all public participation meetings and exercises included in the Public Involvement Plan, the Consultant will be required to:

- prepare and disseminate advertisement of public events,
- prepare presentation materials and graphic displays,
- assist in conducting public involvement events, including presentations,
- document feedback obtained at these public events, and
- prepare responses to the feedback as necessary.

Product: A detailed Project Involvement Plan.

Task 4. Assessment of the current situation of San Juan.

This assessment will provide a general assessment of its current physical and demographic conditions, as well as the planning and statutory framework that guides

development in the Municipality. This profile will also be framed by the projected conditions in the Municipality.

Subtasks:

- 4.1. Assessment of the planning framework of San Juan. Special emphasis will be given to the existing Land Use Master Plan (Plan Territorial) of San Juan, regional plans prepared by the Planning Board, the 2040 Long Range Transportation Plan, and other studies prepared by or for the Municipality.
- 4.2. Analysis of demographic trends. An analysis of demographic and socio-economic trends will be performed in order to determine settlements and mobility patterns of the population of San Juan and visitors to the area, as well as to place San Juan in the context of the region. Special emphasis will be given to elderly population and population with disabilities.
- 4.3. Development trends and projections. This subtask will provide an assessment of projected development trends in San Juan, as well as an overview of projected economic conditions for its region.

Product: A compilation of data regarding the existing and land use, demographic, socio-economic, and other characteristics of San Juan, as well as a description of current economic and development trends.

Task 5. Assessment of the transportation system of San Juan.

Subtasks:

- 5.1. Collection of data regarding the road and transit infrastructure of San Juan.
- 5.2. Assessment of the main roads in San Juan.
- 5.3 Evaluation and diagnosis of AMA system, Tren Urbano System, Público System, aquatic transportation, bicycle lanes and quality of pedestrian facilities
- 5.4. Parking studies of selected main roadway corridors. These studies will become pilot programs for addressing current parking problems in San Juan's main urban roadways.

5.5. Vehicle counts. Vehicle counts will be conducted at selected intersections in San Juan's main intersections during the morning and afternoon peak hours.

5.6. Interviews with key informants.

5.7 Interviews with San Juan businesspeople and professionals.

Product: A compilation of primary source data regarding the existing situation San Juan's transportation system.

Task 6. Analysis of Existing Conditions, in which data obtained in Tasks 1 through 5 will be summarized and presented in graphic and tabular format.

Product: A Technical Report (Interim Report) that presents the summarized data collection and analysis results for the existing conditions.

Task 7. Goals and objectives. Based on the evaluation of existing conditions, the project team, in coordination with the Municipality, will determine the goals and objectives of the transportation system of San Juan.

Product: A set of goals, strategies and objectives for the transit system of San Juan.

Task 8. Evaluation of transportation scenarios and determination of best scenario. The determination shall be based by modeling the alternatives. The chosen scenario will have the following characteristics:

- be multimodal;
- be supportive of desired land use/development patterns in San Juan;
- Manage travel demand and transportation systems
- emphasize and support economic development opportunities;
- be sensitive to lifestyle, community values and environmental considerations; and,
- be responsive to Municipal goals, objectives and policies.

Subtasks:

8.1. Development of possible scenarios.

8.2. Determination of best scenario.

8.3. Financial plan for the best scenario.

Product: A set of scenarios for the transit system, and selection of the best and preferred transit alternatives, as well as a financial plan for said alternatives.

Task 9. Preparation of Draft Comprehensive Transportation Plan.

Product: Draft Report and Summary.

Task 10. Preparation of Final Comprehensive Transportation Plan.

A Final Report will be prepared, taking into account the feedback provided to the Draft Final Report.

Product: Comprehensive Transportation Plan and Summary.

DELIVERABLES

1. Monthly Progress Reports and Findings:

Technical memorandum and/or reports, as may required by the Autonomous Municipality of San Juan, clarifying or documenting any of the tasks comprising the undertaking (particularly, but not limited to: primary findings, methodological aspects, estimations, data gathering procedures, sources of data, criteria, analysis, recommendations, and any other product obtained and /or generated).

2. **Interim Report**, with an assessment of the existing conditions of the transportation system of San Juan.

3. The consultants will present a draft of the plan for discussion with the municipal staff. This draft will include an updated version of the Interim Report, as well as the goals and objectives of the Plan, and the different transportation scenarios. Once discussed and approved, the consultants will complete a **Draft Final of the Comprehensive Transportation Plan**.

4. **Final Report on the Comprehensive Transportation Plan** for the Municipality of San Juan. The final report and all progress reports shall be submitted in both: two (2) hardcopies and a digital copy on a CD (the digital copy should be editable). All maps, photos, illustrations or graphics shall be presented on colored copies.

5. Any geographical data produced, shall be presented on “Shapefile” format with the following specifications: NAD 1983 State Plane Puerto Rico and Virgin Islands, coordinate system; Lambert conformal conic, projection; datum D North America 1983.

6. Documentation of the plan development process

Surveys

Public Involvement/Participation Program

Capital Improvement Program

Financial Plan

Implementation Plan

Other information as required

Meetings and conferences

As part of the contract we anticipate, at least, the following:

- Kick-off meeting to discuss the work approach and to set-up the parties’ major coordination at the beginning of work performance.
- Regularly scheduled meetings, including monthly data to be submitted.
- Meetings to present and discuss the draft and final reports.

Schedule

- Issue of RFP..... March 7, 2014
- Last day for questions from respondents..... March 21, 2014
- Issue of responses to all properly submitted questions..... March 31, 2014
- Proposals due by 3:30 pm..... April 22, 2014
- Selection of winning proposal..... May 13, 2014

ATTACHMENTS:

- **Certification Of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters**
 - This has to be completed by the offeror
- **Certification of Lobbying**
- **Federal Required Clauses that Applies to the Third Party Contract**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEPARTMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declare ineligible, or voluntary 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 had 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 indicated for or otherwise criminally or civilly charged 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.

(If the primary participant (applicant for an FTA grant of cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq., are applicable thereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for _____ hereby certifies that has authority under State and Local Law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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,

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"Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

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

This certification is a material representation of fact upon which reliance 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Federal Required Clauses that Applies to the Third Party Contract

1. **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES:** (1) The purchaser and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the 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.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** 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 this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

3. **ACCESS TO RECORDS:** 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.

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 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 CFR 18.39(i)(11).

4. **FEDERAL CHANGES:** 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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **CIVIL RIGHTS REQUIREMENT** (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** - The following equal employment opportunity requirements apply to the underlying contract:
 - (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 (U.S. 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

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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 amended, 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.

(3) 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.

6. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:** 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 4220.1E 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 (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

7. **ENERGY CONSERVATION REQUIREMENTS:** 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.

8. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** (a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national

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goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Municipality's overall goal for DBE participation is **3%**. (b) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this 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 the Autonomous Municipality of San Juan deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

9. **TERMINATION: Termination for Convenience (General Provision)** The Autonomous Municipality of San Juan may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Autonomous Municipality of San Juan to be paid the Contractor. If the Contractor has any property in its possession belonging to the Autonomous Municipality of San Juan the Contractor will account for the same, and dispose of it in the manner the Autonomous Municipality of San Juan directs.

10. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT):** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 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 the Autonomous Municipality of San Juan. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Autonomous Municipality of San Juan, 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 CFR 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.

11. **BREACHES AND DISPUTE RESOLUTION:** **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 (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] 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 (Recipient), 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) 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 (Recipient) 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 (Recipient), (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.

12. **LOBBYING:** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. **Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated.**
13. **CLEAN AIR:** (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.
14. **CLEAN WATER REQUIREMENTS:** (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.
15. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:
- (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes

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graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time

as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

- (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

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(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract.

Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

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

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- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
 - (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
16. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:
- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

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(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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 Municipality of _____. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Municipality of _____, the PRHTA/ DTPW and 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 CFR 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.

****THE THIRD PARTY CONTRACT WILL INCLUDE A COPY OF THE MASTER AGREEMENT****