

COMMONWEALTH OF PUERTO RICO
Traffic Safety Commission
PO Box 41289 – Minillas Station
Santurce, Puerto Rico 00940

REGISTRO DE CONTRATOS
TOMO 21 PAGINA 50
CONTRATO NUM 2012-000260
Interannual

APPLICANT AGENCY: UPR – MAYAGÜEZ CAMPUS

PROJECT TITLE: FIESTA VI

PROJECT NUMBER: 12-02-05

AGREEMENT OF CONDITIONS

This Agreement is made by and between the Puerto Rico Traffic Safety Commission, hereinafter referred to as the "PRTSC"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". The application has been approved for federal fiscal year 2011-2012 and authorization to proceed with this highway safety project is granted subject to the Commonwealth and Federal laws and regulations applicable to the PRTSC and the conditions stated below:

1. The amount of funds assigned for this project totaled \$57,887.00 distributed as follows: \$17,700.00 for salaries, \$1,354.00 for social security, \$2,301.00 for retirement, \$625.00 for workers compensation insurance, \$248.00 for unemployment, \$7,039.00 for health insurance, \$500.00 for office supplies, \$500.00 for local travel, \$5,000.00 for training and \$22,620.00 for stipends.
2. Unless otherwise directed, applicants must submit quarterly reports to the PRTSC, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to the PRTSC no later than fifteen (15) days subsequent to the termination of each quarter. A final accomplishment report must be submitted to the PRTSC within thirty (30) days of completion of the project unless otherwise directed. All contractors that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question will be subject to having reimbursement requests withheld.
3. A written time certification statement must be completed and submitted semi annually to the PRTSC by Projects covering *compensation for personnel services*, as required under 2 CFR part 225 Appendix B 8(h)(3).
4. Applicants making purchases or entering into agreements as provided for by this project must adhere to the policies and procedures of all pertinent governmental agencies.
5. Progress payments, based upon actual allowable costs may be made upon receipt of an itemized invoice from the Agency on forms provided by the PRTSC. The itemized invoice shall be supported by documentation of costs as prescribed by the PRTSC. PRTSC shall approve the itemized invoice prior to payment.

6. Final reimbursement claims must be received by the PRTSC within 30 days following the close of the approved agreement period. Project funds not claimed by this date are subject to reversion.
7. All out-of-state travel must have prior approval of the P.R. Traffic Safety Commission. Requests for approval should be submitted to the PRTSC at least forty-five (45) days prior to the intended date of travel.
8. All out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses.
9. Applicants shall account for program income. Program income earned during the agreement period shall be retained by the applicant and added to the funds committed to the project by the PRTSC and used to further eligible program objectives.
10. Any printed material must contain the name and/or logo of the P.R. Traffic Safety Commission.
11. Any reports, publication, promotional or other materials developed using funds from this agreement must be reviewed and approved by the PRTSC prior to their production.
12. The Agency agrees to comply with the provisions cited in law No.4 of December 20, 1977 as amended, also known as "Election Law of Puerto Rico".
13. Prior approval is required for changes to project scope, objectives, or budget.
14. No equipment purchased under an approved PRTSC grant will be conveyed, sold, salvaged, or transferred without written approval from the PRTSC.
15. The Agency shall maintain and inventory all property and equipment purchased under this contract. The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
16. Financial and programmatic records as well as other supporting documents or statistical records must be maintained for a period of three years. The retention period for these records begins on the day the single or last expenditure report of the Federal Fiscal year is submitted to the PRTSC.
17. The PRTSC has the right to access any pertinent books, document, papers or other records in order to make audits, examination, excerpts, and transcripts. The right of access is not limited to the required retention period but must last as long as the records are retained.
18. Applicants are required to submit to PRTSC a copy of the audit report required under the federal Single Audit Act 31 U.S.C. 7502 and/or the Commonwealth Single Audit Policy established by OMB circular 98-07. An applicant who expends a total amount of Federal award of less than \$300,000 in its fiscal year is exempt from federal single audit requirements, but will be required to certify the total amount of federal assistance expended during the fiscal year and may also be required under the State Single Audit

Policy established by OMB Circular 98-07 to have a single audit or a financial statement audit or a program specific audit performed.

19. The Agency will agree to comply with all Federal and Local statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age.
20. The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).
21. The Agency agrees to comply with the restrictions of lobbying members of Congress, 18 USC, Section 1913; Section 326 of the FY 2000 DOT Applications Act, prohibiting the use of USDOT Federal funds for "grass roots" lobbying campaigns to encourage third parties, members of special interest groups, or the general public to urge members of a State legislature to support or oppose a pending legislative or appropriations matter.
22. All provisions outlined in the PRTSC uniform requirements for the administration's reporting of expenditures will be adhered to.
23. Policies and procedures of the following will be, if applicable, adhered to:
 - 49 CFR Part 18-DOT implementation of Common Grant Rule, CFR Title 23-Part 1200 – Uniform Procedures for State Highway Safety Programs, CFR Title 2, Part 225-Cost Principles for state, local and Indian Tribal Governments, OMB Circular A-21, OMB Circular A-110, OMB Circular A-122, and OMB Circular A-133.
24. The parties will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
25. Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Agency, or the Agency, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes (23 CFR 1200.21).

26. The parties will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20.
27. The parties will comply with 49 CFR § Sec. 18.42, Retention and access requirements for records.
28. The Agency will comply with the provisions of the Hatch Act, which, summarized, establishes that state and local employees may not be candidates for public office in a partisan election; or, use official authority or influence to interfere with or affect the results of an election or nomination; or directly or indirectly coerce, attempt to coerce, command, or advise a state or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes. State and local employees subject to the Hatch Act should note that an election is partisan if any candidate is to be nominated or elected as representing a political party.
29. The parties will comply with the Buy America Act, which, summarized, establishes that any funds shall be obligated unless steel, iron, and manufactured products used in such project are produced in the United States. This provision applies to iron and steel products and their coatings that are to be permanently incorporated into the project. The FHWA determined that Buy America did not apply to raw materials and waived its application to manufactured products, although in the statute, based on the public interest. These requirements may be waived if: (1) it would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent (this is a standing waiver codified in regulations when alternate bidding procedures are used).
30. Projects submitted by the Applicant will comply with the provisions of the National Environmental Policy Act (NEPA).

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The noncompliance with any of the said rules, regulations, orders, conditions or requirements will entail to serious sanctions, which could include the suspension of a part or all the federal funds.

Accepted and agreed to on this 17 day of November, 2011.

P.R. Traffic Safety Commission

Ing. Zoriemy Rivera Hernández
Executive Director or Authorized Rep.

(Sub-grantee)
Narmydlu Ortiz Seda
Jorge Rivera Santos, Ph.D.
Organization's Authorized Rep. *JRS*

(Sign Date)

(Signature)

(Signature)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION: The P.R. Traffic Safety Commission (PRTSC) must require a debarment and suspension certification as a condition of a federally-funded subgrant or procurement agreement awarded by the PRTSC. When entering into “covered” non-procurement transactions, the PRTSC must ensure the participants in that transaction complies with 49 C.F.R. Part 29. The mechanism for doing so is the attached certification form provided by the federal Department of Transportation’s National Highway Traffic Safety Administration.

In general, Part 29 prohibits non-federal entities from using federal DOT monies to enter into non-procurement transactions and procurement transaction for goods or services with parties that are suspended or debarred or whose principals are suspended or debarred. Non-procurement transactions include subgrant awards. All sub-recipients receiving grant funds equal to or exceeding \$25,000 is required to submit the following certification.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participants are providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notification to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily exclude*, as used in this clause, have the meaning set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9 subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transaction. (see below)

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7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a systems of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participants shall attach an explanation to this proposal.

University of Puerto Rico, Mayagüez
Organization

Date


Signature

Dr. Walter Silva
Director
UPRM R&D Center