

## UNIFIED CERTIFICATION PROGRAM (UCP) AGREEMENT AND ACCEPTANCE

The undersigned, a duly appointed representative of the following agency:

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(Agency Name)

agrees to and accepts the Unified Certification Program (UCP), as outlined in the Wyoming Department of Transportation (WYDOT) DBE Program, and required by 49 CFR ' 26.81. By this agreement and acceptance, the above-named agency will ensure that:

- This agency will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR ' 26 on the basis of race, color, sex or national origin;
- This agency will not directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin;
- Each financial assistance agreement this agency sign with a United States Department of Transportation (DOT) operating administration (or a primary recipient) will include the following assurance:

“The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)”

- Each contract this agency signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

In accordance with [49 CFR § 26.29](#), the WYDOT established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 14 days after the prime contractor receives each payment from WYDOT.

- Each contract this agency signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) will include the following assurance:

“The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of this contract before the next payment will be paid to the prime contractor by the recipient or within fourteen (14) days of the final payment. The prime contractor agrees further to return retainage payments to each subcontractor within fourteen (14) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the recipient. This clause applies to both DBE and non-DBE subcontractors.”

Prompt payment for consultant contracts falls under 49 CFR 26.29. The following language is included in all consultant contracts:

- The prime Consultant agrees to pay each sub-consultant under this prime contract for satisfactory performance of this contract before the next payment will be paid to the prime Consultant by the recipient or within fourteen (14) days of the final payment. The prime Consultant agrees further to return retainage payments to each sub-consultant within fourteen (14) days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the recipient. This clause applies to both DBE and non-DBE sub-consultants.
- And this agency will accept all DBEs certified by WYDOT and only those certified by WYDOT as certified for participation in this agency's DBE Program.

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Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Wyoming Department of Transportation (WYDOT)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date