



BID NOTICE

REQUEST FOR PROPOSALS NUM. 2024 02
PROFESSIONAL SERVICES
RESIDENT ENGINEER AND INSPECTION SERVICES
No. DISASTER [DR4339PR & DR4473PR]

ASSMCA |Addiction and Mental Health Services Administration

Carr. No. 2 Km 8.2, Bo. Juan Sánchez, Bayamón, PR 00960 | PO BOX 607087 Bayamón, PR 00960-7087
Línea PAS: 1-800-981-0023 • TDD: 1.888.672.7622 • www.assmca.pr.gov

Pre – Proposal Virtual Conference:

March 4, 2024

TIME: 2:00 PM

Meeting ID: 245 638 815 257

Passcode: cYKVh2

The conference shall not be compulsory or mandatory

QUESTIONS/ANSWER PERIOD: March 11-15, 2024

Proposal Due Date: March 22, 2024

TIME: 4:00 PM

via email, and addressed to:

rene.vazquez@assmca.pr.gov

RFP Document Cost: \$0.00

**The RFP package should be downloaded from the ASSMCA website at
www.assmca.pr.gov, in the "recent communications" section.
RFR 2024 01. Proposals will be received electronically only.**

A. Request for Proposals

The Addiction and Mental Health Services Administration (ASSMCA) is hereby requesting proposals to qualified professional firms (PROPONENTS) to perform management and inspection to projects under state and federal funds Reference to FEMA's Public Assistance and Hazard Mitigation Grant Program ("HMGP"), responsible and accountable for the inspection, supervision, and control of performance on the project, and give support to the ASSMCA engineering department; all as required by state and federal regulations. The firm must be adequately staffed, with strong expertise, and capable of carrying out the work required within the contract duration.

B. Historical Overview

The passage through Puerto Rico of Hurricane Maria on September 20, 2017, and the seismic event on January 20, 2020, caused extensive damage throughout the Island. As a result of the atmospheric and seismic event, most ASSMCA hospitals and Centers suffered severe damage that affected the continuity of services provided in each of them. The Public Assistance Program declared that the facilities are eligible to receive special funds granted for the reconstruction of the damages.

C. Technical Requirements

The proponent must provide professional services to ASSMCA. Proponent must be registered in ASG's single register of bidders (RUL) and also must have a SAM number. ASSMCA will determine, on an as-needed basis, the allocation of qualified personnel required per project and the number of facilities for which the proposer will be required to provide services. The work shall consist of the following:

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- Resident Engineer — personnel will apply their knowledge of engineering fundamentals and safety standards to ensure the integrity of the work.
- Project Manager — the personnel are responsible and accountable for the inspection, supervision, and control of performance on the project. This position is the key representative to the agency and is responsible for ensuring the project is meeting agency standards.

Personnel must report directly to the Engineer department in ASSMCA, located at Carr. No.2 Km 8.2 Bo. Juan Sánchez Old Mepsi Center Hospital Bayamón, PR. Personnel must be able to travel to various locations island-wide. The proponent must provide mobile communications, laptops, and transportation to assigned personnel. The summary of positions for the personnel shall consist of the following:

- Resident engineer
 - Positions — one per project
- Other engineering positions as required by the project.
- Project Manager
 - Positions — one

D. Process and Schedule

Proposal must be received by **March 22, 2024** no later than 4:00 pm, via email to: rene.vazquez@assmca.pr.gov

Rene Vazquez Valentín, PE
Senior Engineer
Engineer Department

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GOBIERNO DE PUERTO RICO
ADMINISTRACIÓN DE SERVICIOS DE SALUD MENTAL Y CONTRA LA ADICCIÓN

ASSMCA |Addiction and Mental Health Services Administration

REQUEST FOR PROPOSALS

RESIDENT ENGINEER AND INSPECTION SERVICES
No. DISASTER [DR4339PR & DR4473PR]

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A. Historical Overview

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C. Agency Overview

"The Government of Puerto Rico, on behalf of and by delegation of the people, has the responsibility and authority to establish the Public Policy that provides the orientation or guide that governs the organization and operation of the provision of services for Mental Health care.

The Office of Quality of the Health and Addiction Services Administration (ASSMCA) evaluates, monitors and certifies that the services offered in the public and private agencies and organizations licensed by ASSMCA for the prevention, treatment and rehabilitation of persons with mental health problems, addictive disorders or substance dependence, comply with the highest standards of quality."

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The *engineering department* of the ASSMCA, is responsible for compliance with inventory, inspection standards and procedures for all ASSMCA reconstruction facilities. This includes hospital and transitional facilities. The purpose of this work consists of the inspection, supervision and management of construction works in facilities financed with state and federal funds island-wide to ensure compliance with state and federal requirements in a timely manner; as well by providing a record of work completed that will serve as a guide for project closeout.

D. Technical Requirements

The proponent must provide professional services to ASSMCA. Proponent must be registered in ASG's single register of bidders (RUL) and also must have a SAM number. ASSMCA will determine, on an as-needed basis, the allocation of qualified personnel required per project and the number of facilities for which the proposer will be required to provide services. The work shall consist of the following:

- Resident Engineer — personnel will apply their knowledge of engineering fundamentals and safety standards to ensure the integrity of the work.
 - Responsibilities include, but is not limited to:
 - Conduct weekly interviews of contracted personnel.
 - Manage and plan project timelines, budgets, and staff.
 - Provide supervision on construction projects.
 - Check the quality of materials and equipment used during construction.
 - Ensure that any completed work is in compliance with plans and specifications.
 - Ensure optimal working of all construction personnel.
 - Evaluate all improvement operations and ensure availability of all resources.
 - Improve accessibility and efficiency in cities and structures.
 - Coordinate directly with the general contractor.
 - Evaluate and negotiate change orders.
 - Study environmental effects of projects and installations
 - Maintain health and safety standards in compliance with OSHA.
 - Assess a project's progress and inform project managers in case of delay.

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- Oversee field site activities.
 - Provide technical advice on construction.
 - Design project proposals
 - Record incidents or errors
-
- Project Manager — the personnel are responsible and accountable for the inspection, supervision, and control of performance on the project. This position is the key representative to the agency and is responsible for ensuring the project is meeting agency standards.
-
- Responsibilities include, but is not limited to:
 - Conducting site visits, monitoring schedules, and supervising technicians.
 - Analyzing data, monitoring expenditure, and drafting progress reports.
 - Mitigating risk, ensuring compliance, and evaluating environmental impact.
 - Directing staff, contractors, engineers, and other on-site personnel.
 - Meeting with ASSMCA Engineering personnel.
 - Drafting and submitting status reports to ASSMCA Engineering personnel and other key individuals monthly.
 - Define the project scope.
 - Create and manage a construction project budget.
 - Create a construction project management plan.
 - Develop a construction schedule, with project deliverables and milestones.
 - Allocate and manage resource logistics.
 - Oversee the performance of the resident engineer and other members of the manager team.
 - Assess a project's progress and inform project managers in case of delay.
 - Oversee field site activities.
 - Provide technical advice on construction.
 - Record incidents or errors.



Resident Engineer personnel shall be able to perform work under moderate to strong physical effort during the life of the project. The personnel must have the following certifications as a minimum: bachelor's degree in civil engineering, preferable with Construction Management or a related field, Computer knowledge (AutoCAD, Site Manager software, Microsoft Office, etc.).

Project Manager positions must have the following certifications as a minimum: bachelor's degree in architecture, civil engineering, construction management or related field, preferable with strong knowledge of construction management best practices, fluency in software programs related to construction management, including project management software.

Personnel resume for all positions must be included with the proposal.

Personnel must report directly to the Engineer department in ASSMCA, located at Carr. No.2 Km 8.2 Bo. Juan Sánchez Old Mepsi Center Hospital Bayamón, PR. Personnel must be able to travel to various locations island wide. The proponent must provide mobile communications, laptops, and transportation to assigned personnel. The summary of positions for the personnel shall consist of the following:

- Resident engineer
 - Positions — one per project
 - Other engineering positions as required by project.
- Project Manager
 - Positions — one

E. Insurance Requirements

- Proponent shall submit evidence of insurance that meets or exceeds the requirements of the RFP.

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F. Deliverables\Tasks

As part of the services provided by the PROPONENT, the proposal shall include the following tasks:

1. Provide technical personnel and effective support for compliance with the Industry Standards as per federal regulations requires.
2. Execute safety inspections in compliance with OSHA standards.
3. Perform an QA/QC of material ratings in accordance with federal regulation and ASSMCA's specifications and/or standards.
4. Manage and coordinate the constructions works.
5. Ensure and validate technical reports/documents are completed and according to the ASSMCA's specifications and/or standards.
6. Provide technical support in documents preparation, revision, and monitoring.
7. Perform technical and report evaluation based on ASSMCA's specifications and/or standards.
8. Provide timely, progress reports of the work performed monthly.

G. Cost Table

The Proponent shall present in its Proposal and provide a cost analysis, the pricing offer to perform the Requested Services using the following table:

Table I.

	Professional Services	Cost/Hour (ea)	Positions	Total Cost
1	Project Manager	\$0.00	1	\$0.00
2	Resident engineer (Full time)	\$0.00	1 per project	\$0.00
3	Other engineering positions	\$0.00	As required by project	\$0.00
			Sub Total (per hour)	\$0.00
			Monthly Total	\$0.00

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H. Contract Duration and Method of Payment

The project shall begin on the day the Notice to Proceed (NTP) is given and will have a duration for one year. Any and all consultant costs and fees for the services provided are included in the agreed rates and contract price for this work. These costs and fees shall be in compliance with the Federal Cost Principles as per 2 CFR 200

I. Process and Schedule

Proposal must be received by **March 22, 2024** no later than 4:00 pm, via email, and addressed to: rene.vazquez@assmca.pr.gov

Rene Vazquez Valentín, PE
Senior Engineere
Engineer Department
P.O. Box. 607087
Bayamón, PR 00960-7087

A summary schedule of the major activities associated with this RFP process is presented below. These dates and activities are subject to change and may be revised through the issuance of addenda to this RFP. The Evaluation Committee reserves the right to reject any, and all, Proposal Package that do not comply with this RFP. The Evaluation Committee also reserves the right to postpone the date on which RFPs are required to be submitted, or to take any other action it may deem in the best interests of ASSMCA.

Table II

RFP SCHEDULE	
Public Announcement	<i>February 26,2024</i>
RFP Available to the Consultants	<i>February 26, 2024</i>
Pre-Proposal Virtual Conference (The conference shall not be compulsory or mandatory)	<i>March 4, 2024 2:00 PM Meeting ID: 245 638 815 257 Passcode: cYKVh2</i>
Request for Clarification Due Date	<i>March 11, 2024</i>

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ASSMCA Response Due Date	March 15, 2024
Proposals Due Date	March 22, 2024 Close 4:00 PM
Awarded Expected Date	March 29, 2024
Execution of Agreement Expected Date	April 30, 2024

J. Proposal Evaluation

The Evaluation Committee will use the Proposal Evaluation Sheet (shown below) to evaluate the deliverables submitted by each PROPONENT. Proposals will be evaluated as Best Value with a 70% passing grade.

Evaluation Factors: 5-Excellent; 4-Good; 3- Average; 2-Below Average; 1-Unsatisfactory.
 100% = 25 points

Table III.

Technical (5=highest rank)	1	2	3	4	5	T
Qualified Personnel						
Experienced Personnel						
Availability						
Submitted on Time						
Economic (5=lowest cost) *						
					Total Points	

* The lowest Cost Proposal will receive 5 points.

Every other evaluated Proposal will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (5points) to arrive at a Cost Proposal score.

Example: $\text{Lowest Proposed Price} / \text{Proposer's Proposed Price} \cdot 5 = \text{Proposal Score}$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

This RFP, as well as any related solicitation documents such as Addenda and Questions



& Answers, and the selected Proponent's Proposal, will become part of any contract between ASSMCA and the awarded Proponent. If the terms of the RFP and related documents or Proposal conflict with the contract, the contract terms shall prevail.

K. ASSMCA Rights

ASSMCA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issuance of this RFP does not imply that ASSMCA is bound to select a PROPONENT. However, ASSMCA reserves the right to grant more than one contract and/or select more than one qualified PROPONENT.

ASSMCA reserves the right to reject all or any PROPONENTS or Proposals without assigning any reason whatsoever. The PROPONENT shall bear all the costs associated with or related to the preparation and submission of its Proposal, including but not limited to, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Government, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the PROPONENT and the Government shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a PROPONENT in the preparation or submission of the Proposal, regardless of the conduct or outcome of the procurement process.

ASSMCA reserves the right to negotiate with any firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the ASSMCA to do so.

If the selected PROPONENT fails or refuses to sign the CONTRACT and any other documents required by the RFP, PROPOSAL documents or the CONTRACT, the ASSMCA may cancel the award to such PROPONENT. ASSMCA can also award the CONTRACT to another PROPONENT if the ASSMCA determines that such action is in the ASSMCA's best interest.

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L. Terms and Conditions

Clauses

1.) Domestic preferences for procurement:

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

As applicable, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.) Procurement of recovered materials:

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.) Prohibition on Contracting for Covered Telecommunications equipment or services.

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and

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subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.

FEMA and CDBG GENERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”) CDBG and FEMA. In addition, SUBRECIPIENT/CONTRACTORS shall comply with the Federal Labor Standards Provisions set forth in Form HUD4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

These general provisions may be updated from time to time. It is the sole responsibility of the SUBRECIPIENT/CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

SUBRECIPIENT/CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of

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funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF SUBRECIPIENT AGREEMENT TERMS

SUBRECIPIENT/CONTRACTOR reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this CONTRACT, in instances where the SUBRECIPIENT or any of its subcontractors violate or breach any CONTRACT term. If the SUBRECIPIENT or any of its subcontractors violate or breach any CONTRACT term, they shall be subject to such sanctions and penalties as may be appropriate. 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.

4. REPORTING REQUIREMENTS

The SUBRECIPIENT shall complete and submit all reports, in such form and according to such schedule, as may be required by ASSMCA and/or the Government of Puerto Rico. The SUBRECIPIENT shall cooperate with all the ASSMCA and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the ASSMCA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the SUBRECIPIENT/CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

The SUBRECIPIENT/CONTRACTOR shall retain all official records on programs and individual activities shall be retained for the greater of **five (5) years**, starting from the closeout of the grant between ASSMCA and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws

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and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) year** period, whichever is longer. (See 2 C.F.R. § 200.333 and 24 C.F.R. § 570.490(d).)

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The SUBRECIPIENT/CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Additionally, for contracts of \$10,000 or more, the SUBRECIPIENT/CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the ASSMCA on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

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9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The SUBRECIPIENT/CONTRACTOR will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The SUBRECIPIENT/CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The SUBRECIPIENT/CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations. The SUBRECIPIENT/CONTRACTOR agrees that no qualified individual with a disability shall, solely on the basis of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

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12. AGE DISCRIMINATION ACT OF 1975

The SUBRECIPIENT/CONTRACTOR shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The SUBRECIPIENT/CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

14. CONFLICTS OF INTEREST

The SUBRECIPIENT/CONTRACTOR shall notify the ASSMCA as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The SUBRECIPIENT/CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the ASSMCA is able to assess such actual or potential conflict. The SUBRECIPIENT/CONTRACTOR shall provide the ASSMCA any additional information necessary to fully assess and address such actual or potential conflict of interest. The SUBRECIPIENT/CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the ASSMCA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

When subcontracting, the SUBRECIPIENT/CONTRACTOR shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;

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- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process. The SUBRECIPIENT/CONTRACTOR represents to the ASSMCA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract. The SUBRECIPIENT/CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The SUBRECIPIENT/CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the ASSMCA.

17. INDEMNIFICATION

The SUBRECIPIENT/CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the SUBRECIPIENT/CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND “ANTI-KICKBACK” ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The SUBRECIPIENT shall comply with all applicable “Anti- Kickback” regulations and

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shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The SUBRECIPIENT/CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by SUBRECIPIENTS, CONTRACTOR or SUBCONTRACTORS shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the SUBRECIPIENTS, CONTRACTORS and SUBCONTRACTORS shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT/CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by SUBRECIPIENTS, CONTRACTOR or SUBCONTRACTOR, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the SUBRECIPIENT/CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to ASSMCA.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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If, through any cause, the SUBRECIPIENT/CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this CONTRACT, or if the SUBRECIPIENT/CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the SUBRECIPIENT/CONTRACTOR shall thereupon have the right to terminate this CONTRACT by giving written notice to the SUBRECIPIENT/CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the SUBRECIPIENT/CONTRACTOR under this Agreement shall, at the option of the SUBRECIPIENT/CONTRACTOR, become the SUBRECIPIENT/CONTRACTOR property and the SUBRECIPIENT/CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the SUBRECIPIENT/CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and ASSMCA for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the SUBRECIPIENT/CONTRACTOR, and the Government of Puerto Rico and/or ASSMCA may withhold any payments to the SUBRECIPIENT/CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or ASSMCA from the SUBRECIPIENT/CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The SUBRECIPIENT/CONTRACTOR may terminate this CONTRACT at any time by giving at least ten (10) days' notice in writing to the SUBRECIPIENT/CONTRACTOR. If the CONTRACT is terminated by the SUBRECIPIENT/CONTRACTOR as provided herein, the SUBRECIPIENT/CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The SUBRECIPIENT/CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations. Equal Opportunity for Workers with Disabilities:

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1) The SUBRECIPIENT/CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The SUBRECIPIENT/CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the SUBRECIPIENT/CONTRACTOR ;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the SUBRECIPIENT/CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

2) The SUBRECIPIENT/CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3) In the event of the SUBRECIPIENT/CONTRACTOR 's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4) The SUBRECIPIENT/CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the SUBRECIPIENT/CONTRACTOR 'S obligation under the law to take affirmative



action to employ and advance in employment qualified employees and applicants with disabilities. The SUBRECIPIENT/CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the SUBRECIPIENT/CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The SUBRECIPIENT/CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUBRECIPIENT/CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

6) The SUBRECIPIENT/CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT/CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The SUBRECIPIENT/CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). During the performance of this Agreement, the SUBRECIPIENT/CONTRACTOR agrees as follows:

1) The SUBRECIPIENT/CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBRECIPIENT/CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or

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recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2) The SUBRECIPIENT/CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The SUBRECIPIENT/CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The SUBRECIPIENT/CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT/CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4) The SUBRECIPIENT/CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the SUBRECIPIENT/CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The SUBRECIPIENT/CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6) The SUBRECIPIENT/CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7) In the event of the SUBRECIPIENT/CONTRACTOR's non-compliance with the nondiscrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the SUBRECIPIENT/CONTRACTOR may be declared ineligible for further government contracts in accordance with

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procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

8) SUBRECIPIENT/CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The SUBRECIPIENT/CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the SUBRECIPIENT/CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the SUBRECIPIENT/CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The SUBRECIPIENT/CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The SUBRECIPIENT/CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The SUBRECIPIENT/CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed

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subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The SUBRECIPIENT/CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- 1) A stipulation by the SUBRECIPIENT/CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the SUBRECIPIENT/CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the SUBRECIPIENT/CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that

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the SUBRECIPIENT/CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this CONTRACT, the SUBRECIPIENT/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 SUBRECIPIENT/CONTRACTOR, 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 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 SUBRECIPIENT/CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The SUBRECIPIENT/CONTRACTOR 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 SUBRECIPIENT/CONTRACTORs 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 31, 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.

28. BONDING REQUIREMENTS

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(Applicable to construction and facility improvement contracts exceeding \$100,000)

The SUBRECIPIENT/CONTRACTOR shall comply with Puerto Rico bonding requirements, unless they have not been approved by HUD, in which case the SUBRECIPIENT/CONTRACTOR shall comply with the following minimum bonding requirements:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the SUBRECIPIENT/CONTRACTOR for one hundred percent (100%) of the Agreement price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the SUBRECIPIENT/CONTRACTOR ’s obligations under such contract.
- 3) A payment bond on the part of the SUBRECIPIENT/CONTRACTOR for one hundred percent (100%) of the Agreement price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD’s regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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3) The SUBRECIPIENT/CONTRACTOR agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT/CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the SUBRECIPIENT/CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4) The SUBRECIPIENT/CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The SUBRECIPIENT/CONTRACTOR will not subcontract with any subcontractor where the SUBRECIPIENT/CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

5) The SUBRECIPIENT/CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the SUBRECIPIENT/CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT/CONTRACTOR's obligations under 24 C.F.R. Part 135.

6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to

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Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8) For contracts exceeding \$100,000, the SUBRECIPIENT/CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to ASSMCA on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

SUBRECIPIENT/CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

31. ENERGY POLICY AND CONSERVATION ACT

SUBRECIPIENT/CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

32. HATCH ACT

SUBRECIPIENT/CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended. The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing SUBRECIPIENT, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties. The SUBRECIPIENT/CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support

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of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The SUBRECIPIENT/CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the SUBRECIPIENT/CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this CONTRACT.

35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the SUBRECIPIENT/CONTRACTOR or by any subcontractor thereunder, the ASSMCA may withhold from the SUBRECIPIENT/CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the ASSMCA for and on account of the SUBRECIPIENT/CONTRACTOR or subcontractor to the respective employees to whom they are due.

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36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this CONTRACT shall be promptly reported in writing by the SUBRECIPIENT/CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The SUBRECIPIENT/CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The SUBRECIPIENT/CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith. The SUBRECIPIENT/CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF SUBRECIPIENT/CONTRACTOR

The SUBRECIPIENT/CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The SUBRECIPIENT/CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The SUBRECIPIENT/CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The SUBRECIPIENT/CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

43. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The SUBRECIPIENT/CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318.(g).

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