



**REQUEST FOR QUALIFICATIONS**  
**First Phase**  
**INVITATION AND DOCUMENTS**  
**RFQ 24J-04657-R1**  
**ISSUED DATED: July 24, 2024**



**PURPOSE:**

Construction Services for the Reconstruction of PRIDCO Waterfront Industrial Park in Mayaguez, Puerto Rico

Drawings URL

[https://asgpr-my.sharepoint.com/:b:/g/personal/old\\_webpage\\_asg\\_pr\\_gov/ERuEeRFncm1Bt75THrOUS-ABRTEA-RLSH-Fdf3pRwefgXw?e=Y7IeKu](https://asgpr-my.sharepoint.com/:b:/g/personal/old_webpage_asg_pr_gov/ERuEeRFncm1Bt75THrOUS-ABRTEA-RLSH-Fdf3pRwefgXw?e=Y7IeKu)

**DATE OF THE ORIENTATION MEETING**

**(mandatory attendance)**

August 22, 2024, - 11:00 a.m.

**SITE VISIT:**

August 26, 2024 – 11:00 a.m.

6RCM+VM5, PR-64

18.222232054316898, -67.16578311411118

**DEADLINE TO SUBMIT REQUEST FOR CLARIFICATION (RFC)**

On or before

September 20, 2024, at 4:00 p.m.

**DEADLINE FOR THE SUBMISSION OF THE STATEMENT OF QUALIFICATIONS**

On or before October 22, 2024 at 9:00 a.m.

**DATE OF THE OPENING ACT**

October 22, 2024 at 10:00 a.m.



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**Edmarie Avilés Almenas**  
Secretaria  
Junta de Subastas



## **1 INTRODUCTION**

The Puerto Rico General Services Administration (ASG), by virtue of Act 73-2019, as amended, known as the "General Services Administration for the Centralization of Government of Puerto Rico Purchases Act of 2019", is the government entity responsible for implementing the public policy related to the acquisition of goods and non-professional services of the Government of Puerto Rico (Government). ASG has the authority to act as the contracting and negotiating entity for all government entities. This includes the authority to procure the purchase and acquisition of goods, non-professional services, and work on behalf of all government entities.

This Request for Qualifications (RFQ) is for the purpose of the Reconstruction of PRIDCO Waterfront Industrial Park in Mayaguez, Puerto Rico. The Mayaguez Waterfront Industrial Park in Mayaguez contains several buildings, piers, streets, and associated infrastructure. The waterfront was exposed to high winds, waves and tidal surge during Hurricane Maria that caused severe damage to the facilities for the reconstruction. This Request for Qualifications was prepared in accordance with the provisions of the Uniform Regulations for Purchases and Bids of Goods, Works, and Non-Professional Services of the General Services Administration of the Government of Puerto Rico (Regulation No. 9230, as amended), adopted by virtue of Act 73-2019, mentioned above. The ASG and the Bid Board reserve the right to disqualify or reject any statement of qualifications that fails in any way to comply with the requirements set forth in Act 73-2019, Regulation No. 9230, as amended, and in this RFQ.

The publication and execution of this RFQ by the Secretary of the Bid Board does not oblige the ASG and the Bid Board to: (i) award the *buena pro* of the process; (ii) award a contract; and (iii) reimburse any expenses, of any nature, incurred by the proponent in the preparation, delivery, presentation and participation of their statement of qualifications or in the interview process, if any.

Any proponent interested in participating in the process described in this document must comply with the requirements of Act 73-2019, Regulation No. 9230, as amended, and any other that is provided herein.

### **1.1 DEFINITIONS**

1. **Administration** – shall mean the General Services Administration of the Government of Puerto Rico.
2. **Bid Board or Board** – shall mean the Bid Board of the General Services Administration of the Government of Puerto Rico.
3. **Buena pro** – represents the process of adjudication and selection of a proponent.
4. **Determination on qualifications** – will express the determination of the Bid Board on which proponents were qualified and which were not, because of this RFQ process.
5. **Entities** – shall mean governmental entity, exempt or municipality of the Government of Puerto Rico.
6. **Evaluation Criteria** – criteria listed in the specifications of this application to be evaluated by the Bid Board or Proposal Evaluation Committee to recommend the qualification of a potential proponent.
7. **PDF** – is a file format that provides an electronic image of text and graphics that looks like a printed document and can be viewed, printed, and transmitted electronically; corresponds to the acronym in English of the term Portable Document Format.
8. **Proponent** – means one (i) physical person; (ii) legal person; (iii) joint venture; (iv) partnership; or (v) consortium of individuals or corporations, or companies or other entities that are currently chartered in federal, state, or local jurisdiction and submit a response to this RFQ.
9. **Regulation No. 7998** – will be Uniform General Conditions for Public Works Contracts Puerto Rico
10. **Regulation No. 9230** – will be the Uniform Regulation of Purchases and Bids of Goods, Works and Non-Professional Services of the General Services Administration of the Government of Puerto Rico, as amended Regulation No. 9230 of November 18, 2020.
11. **RFQ** – means Request for Qualifications.



12. **RUL** – means the electronic registry in which the names, addresses and all information required by the Administration on natural or legal persons qualified and classified by the General Services Administration to contract with the Government of Puerto Rico, having complied with the requirements established by the Administrator through regulations and those applicable laws and regulations.
13. **RUP** – means the electronic registry in which the names, addresses and all the information required by the Administration on natural or legal persons qualified and classified as professional service providers by the General Services Administration to contract with the Government of Puerto Rico, having complied with the requirements established by the Administrator through regulations and those applicable laws and regulations.
14. **Specialist in Purchases and Bids** – any person authorized by the Administrator to purchase on behalf of the Administration and the Government of Puerto Rico, to whom an appointment as Specialist in Purchases and Bids has been issued.
15. **Statement of Qualifications** – document in response to RFQ in which the potential proponent declares its capacity to offer certain goods or carry out certain works or services.

## 1.2 TERMS

The term "days" shall mean calendar days, unless otherwise stated. The words and phrases used in this document will be interpreted according to the context accepted by common use; those used in the present include the future; the singular number in turn includes the plural; and those used in the masculine gender also include the feminine and the neuter, except in cases where such an interpretation is absurd.

## 1.3 PROPONENT'S REGISTRATION

To all proponents that: 1) are registered in the Unique Registry of Bidders (RUL); 2) who has submitted a statement of qualifications for an application for qualifications; and 3) who after the opening act is not found eligible, will be granted a non-extendable term of five (5) working days, counted from the opening act, to submit the corresponding information or documents in the RUL. During this period no award will be made. The Secretary of the Bid Board will be responsible for notifying the Proponent by phone call and email, about the term provided for him to update his records in the RUL. If the Proponent does not update his RUL certificates during the term provided, he will be disqualified.

The proponent must submit all the documents and certifications requested. He must also comply with all the requirements, terms and conditions established in the RFQ document, at the time of submitting his statement of qualifications. No document will be accepted by the proponent after the opening act, except for the certificate of eligibility of the RUL, which will be subject to its submission within the term previously provided.

The ineligible proponent will not be visible in the RUL to be hired by government entities. The ineligibility will remain until the proponent complies with the information requirement or submits the requested documents. The proponent must have the eligible status in the RUL prior to the award of the RFQ, issuance of the purchase order, signing contract, and at the time of awarding the contract.

**The Proponent must also be registered and eligible in the System for Award Management (SAM) at the time of submitting its statement of qualifications, signing the contract or issuing the purchase order. If you are not registered in the SAM and are eligible, you will be disqualified.**



**1.4 NON-REGISTERED PROPONENT**

When a proponent who is not registered in the RUL participate in a RFQ process and submits a statement of qualifications, the Bid Board must not reject it since this proponent is not in the RUL and will grant him a term of five (5) business days, counted from the opening act to submit all the required documents to the RUL. In case the Proponent does not deliver the required documents, he will be disqualified.

**1.5 SCHEDULE OF THE REQUEST FOR QUALIFICATIONS PROCESS**

The itinerary of this Request for Qualifications is detailed below:

DATE - TIME	EVENT
August 22, 2024 - 11:00 a.m.	Orientation Meeting (mandatory)
August 26, 2024 - 11:00 a.m.	Site Visit
September 20, 2024 – 4:00 p.m.	Deadline for the submission of the RFC
October 22, 2024 – 9:00 a.m.	Deadline for submitting statements of qualifications
October 22, 2024 – 10:00 a.m.	Opening Act

Table 1 Schedule of the Request for Qualifications process

The ASG and the Bid Board reserve the right to change the date and time of the events established in the RFQ’s schedule. Any change will be notified to the Proponent by email and on the ASG website, <https://asg.pr.gov/subastas> where you will find the corresponding link to the reference RFQ.

**1.6 CHALLENGE TO THE INVITATION OF THE REQUEST FOR QUALIFICATION**

Any Proponent interested in participating in the RFQ may challenge the Invitation to the RFQ, in writing, only when any of the procedures established in Regulation No. 9230, supra, has not been followed, or when it is considered that the term set to carry out the study and preparation of the statement of qualifications and the date to file the statement of qualifications is not sufficient. The document must contain the grounds for challenge the invitation and must also be signed by the Proponent.

The challenge document must be filed personally before the Auxiliary Procurement Administration, within three (3) business days following the date of sending, by the Bid Board, the invitation by email to the proponents or from the date publication of the Invitation in the RUS. If the date of sending the invitation, by email to the proponents, is different from the date of publication of the Invitation in the RUS, it will be counted from the date of sending the latter. Any challenge document filed outside the term established herein will be rejected outright. A copy of the appeal submitted to the Proponents invited to the RFQ must be notified. The challenge document must comply with the provisions of Regulation No. 9230 of November 18, 2020, Uniform Purchasing and Bid Regulations of the General Services Administration of the Government of Puerto Rico, Section 7.3.6.



## 1.7 AVAILABILITY OF THE REQUEST FOR QUALIFICATION DOCUMENTS

The RFQ document must be downloaded from the ASG web page, <https://asg.pr.gov/subastas> where you will find the corresponding link to the reference RFQ. The documents can be downloaded free of charge. Anyone interested in obtaining a physical copy of the RFQ document, free of charge, may visit, during the hours of 7:30 a.m. to 3:30 p.m., the Bid Board Office, located in the Minillas Government Center, North Tower, 12th Floor in San Juan, Puerto Rico.

## 1.8 CHALLENGE TO THE REQUEST FOR QUALIFICATIONS DOCUMENTS

If a Proponent interested in participating in this RFQ does not agree with the final terms, instructions, specifications or conditions established in the RFQ, they may file in person with the Auxiliary Procurement Administration, within three (3) working days following the date on which the Administration makes the specifications of the RFQ available, understood as from the publication of the specifications in the Single Bids Registry (RUS). Any challenge to the RFQ document filed outside the term established herein will be rejected outright. The challenge brief must comply with the provisions of Regulation No. 9230, supra, Section 7.3.6.

## 1.9 CANCELLATION OF THE REQUEST FOR QUALIFICATIONS DOCUMENTS

The Administrator may cancel the RFQ document in accordance with the provisions of Section 7.3.7 of Regulation No. 9230, as amended.

## 1.10 ORIENTATION MEETING

Any proponent or person interested in submitting a statement of qualifications for the reference RFQ must **MANDATORY** access to the orientation meeting. Failure to attend the orientation meeting will be sufficient cause for disqualification.

The orientation meeting will be held virtually through the Microsoft Teams platform, which can be accessed through the ASG web page, <https://asg.pr.gov/subastas> where you will find the corresponding link. to the reference RFQ. In addition, you must access the link of the RFQ 24J-04657-R1, which will provide you with the option of connectivity to "Orientation Meeting". When connecting to the Orientation Meeting, the Proponent must register prior to the start of the processes. Any Proponent who accesses after the orientation meeting has started will be disqualified. It will be understood that the orientation meeting has started when the Secretary of the Bid Board or any representative authorized by the Bid Board has completed the attendance record out loud.

Loud or strident comments will not be allowed during the orientation meeting, proponents will not be allowed to address the Secretary of the Bid Board or any representative authorized by the Bid Board, ASG officials, representatives of the Requesting Entity or any other Proponent with an aggressive or offensive attitude, speaking out of order, or any other conduct that results in altering the ordinary course or purpose of the meeting. Any manifestation of inappropriate or scandalous conduct on the part of any proponent or person interested in participating in the RFQ process will constitute sufficient grounds for the rejection of its statement of qualifications.

The orientation meeting will have the purpose of clarifying to the proponents the doubts that arise regarding the specifications of the RFQ.

The Bid Board Secretary or any representative authorized by the Bid Board will chair the orientation meeting.



The Bid Board reserves the right to call one or more orientation meetings.

### **1.11 REQUEST FOR CLARIFICATION (RFC)**

Any Proponent or person interested in asking question(s) about a matter in relation to the first phase of this RFQ will submit them to the ASG's Bid Board, in writing, using the link <https://asg.pr.gov/subastas> under the reference RFQ number. Any question or request for clarification that is submitted after the indicated date and time will not be considered.

The Procurement Assistant Administration and the Bid Board will not respond to verbal requests, except those made during the orientation meeting.

The Bid Board will publish any related clarification or interpretation on the Administration's electronic page, <https://asg.pr.gov/subastas> where you will find the corresponding link to the reference RFQ.

### **1.12 SUBMISSION OF THE STATEMENT OF QUALIFICATIONS**

The statement of qualifications will be endorsed by the Proponent that appears registered in the RUL. If it is not registered in the RUL, it must be endorsed by the person who will submit all the required documents to the RUL.

The statement of qualifications will be submitted in the following two (2) ways:

1. In person, at the Bid Board Office, located in the Minillas Government Center, North Tower, 12th Floor, San Juan, Puerto Rico; and,
2. Electronically, using the link <https://asg.pr.gov/subastas> identifying the reference RFQ number and uploading your offer in the "documents" section.

The Proponent who does not present his statement of qualifications in the two (2) forms required herein will be disqualified.

The envelope or package containing the statement of qualifications to be submitted in person, as well as the email in which the statement of qualifications to be submitted electronically is included, must be identified as follows: "Attention: Statement of Qualifications for 24J-04657-R1". In addition, the envelope or package and the email must include the following information: Proponent's name, postal address and telephone number.

The document presented personally at the Bid Board Office at the Minillas Government Center, North Tower, 12th Floor in San Juan, Puerto Rico will be considered as an official statement of qualifications. Upon receipt of the envelope or package containing the statement of qualifications at the Bid Board, it will be marked indicating the exact date and time it was received, which will constitute the official date and time of delivery of the statement of qualifications.

The email must include a true and exact copy of the personally delivered statement of qualifications documents. The date and time of receipt of the statement of qualifications submitted by email will be the one printed on the document. As an exception, at the discretion of the Bid Board, the personal delivery of complementary attachments may be authorized that, due to the size of their content, exceed the space available to be sent by email.

If any natural event or special circumstance occurs that causes the closure of the Bid Board and prevents the receipt of the statement of qualifications on the date and time indicated above, the statement of qualifications will be





delivered on the day the Bid Board resumes. functions, at the time originally arranged, or at any other time that is duly notified.

Any statement of qualifications submitted will be in the custody of the Bid Board and under no circumstances will it be opened until the date and time set for the opening act.

The statement of qualifications that are received outside the deadline date and time provided herein will be returned to the Proponent informing him of his non-compliance with the established conditions and his disqualification. The original envelope or package for sending the statement of qualifications or electronic receipt will be retained and will be made part of the RFQ file.

### **1.13 AMENDMENT OF THE STATEMENT OF QUALIFICATION SUBMITTED**

Any amendment on that varies in the terms and conditions of the statement of qualifications previously submitted will be made through written communication, submitted before the Bid Board and must be sent in a sealed envelope or package, duly identified with the information as indicated in Section 7.3. 13 of Regulation No. 9230, as amended.

### **1.14 WITHDRAWAL OF THE STATEMENT OF QUALIFICATIONS SUBMITTED**

The withdrawal of a statement of qualifications may be made by means of a written request addressed to the Bid Board, presented at any time prior to the opening act.

The Proponent may not submit a substitute statement of qualifications, once its statement of qualifications has been withdrawn for a given purchase.

No Proponent may withdraw its statement of qualifications after the opening act.

### **1.15 OPENING ACT**

Any proponent or person interested in attend at the opening act, which will be held virtually through the Microsoft Teams platform, may access it through the ASG web page, <https://asg.pr.gov/subastas> where you will find the corresponding link to the reference RFQ. In addition, you must access the link to the, RFQ 24J-04657-R1, which will provide you with the option of connectivity to the Opening Act.

Any statement of qualifications presented will be in the custody of the Bid Board and under no circumstances will it be opened until the date and time set for the opening act.

If before the date of the opening act a tender is received with an open, violated, damaged or unidentified envelope or package, the Secretary of the Bid Board will contact the concerned Proponent so that he can personally verify the envelope or package, and the documents it contains and place them back in another sealed envelope or package, duly identified, and formally deliver the statement of qualifications. The delivery date of the statement of qualifications will be the original receipt date. The Secretary of the Bid Board will prepare a record of the incidents to which it will attach the damaged, violated or unidentified envelope or package and the proponent will sign at the bottom of the record indicating the date and time of the inspection of the violated envelope or package, damaged or without identification.



The opening ceremony will be public, but the content of the statements of qualification will not be read in public. At the time of opening the statements of qualifications, only the identity of the proponents will be announced. The purpose of the opening act is for interested parties to check which statement of qualifications have been received.

All statements of qualifications, evaluation, discussion and negotiation will be kept confidential during the evaluation and negotiation process until the signing of the contract. During this period, only the members of the Auxiliary Procurement Administration, the Bid Board and the Bid and Proposal Evaluation Committee, in addition to the Administrator, will have access to the statements of qualifications and the results of the evaluation.

The opening act of this RFQ will be recorded and will be broadcast “live” through the Administration's “web” page or any other electronic platform.

### **1.16 INTERVIEWS WITH POTENTIAL PROPONENTS**

The Bid Board, with the support of the Bid and Proposal Evaluation Committee, may conduct interviews with potential proponents, prior to making a statement on qualifications. The interviews will aim to clarify any information provided by the potential proponent in the statement of qualifications.

## **2. SCOPE OF WORKS**

Refer to Scope of Works.

## **3. FORMAT REQUIRED TO SUBMITTING THE STATEMENT OF QUALIFICATIONS**

### **3.1 FORMS**

The Proponent will present his statement of qualifications in the form provided for it. If it is necessary to clarify or further describe its statement of qualifications, the Proponent may add pages. Additional pages may be completed in legible handwriting or using any technological means and on Proponent's stamped paper.

### **3.2 FORMAT OF THE STATEMENT OF QUALIFICATIONS**

The original documents will be submitted together with the personally delivered statement of qualifications.

The statement of qualifications must be delivered using the following format:

- Letter (“Font”) in “Times New Roman” size twelve (12).
- Single space.
- Paper 8½ by 11 inches with a minimum margin of one (1) inch all around.
- Pages numbered consecutively.
- Documents that are submitted electronically will be in "PDF" format.





### 3.3 CONTENT OF THE STATEMENT OF QUALIFICATIONS

The envelope or package containing the statement of qualifications to be submitted in person, as well as the email in which the statement of qualifications to be submitted electronically is included, must include the following documents:

- a. Presentation Letter, refer to section 3.4 of this documents and Attachment V
- b. Bond Capacity Letter - the document must indicate the amount, expressed in dollars and cents, of the capacity of the Proponent or individual Proponent and in aggregates.
- c. Evidence proving the Proponent 's capacity to present the insurance, according to their capacity as indicated in section 6.10 of this document.
- d. Proponent's Statement of Qualifications, refer to Attachment I.
- e. ASG 673, refer to Attachment II or ASG 674, refer to Attachment III. This will be submitted, as part of the statement of qualifications, by Proponents that are not registered in the RUL.
- f. ASG 633 (Sworn Statement Act 2-2018), refer to Attachment IV This will be submitted, as part of the statement of qualifications, by Proponents that are not registered in the RUL
- g. Subcontract and 41 CFR Parte 60-1 Certification, refer to Attachment VIII
- h. Certification on non-conflict of interest, refer to Attachment IX
- i. Anti-Lobbying Certification, refer to Attachment X
- j. Non collusion Certification, refer to Attachment XI
- k. Limited denial to participate and suspended or disqualified status affidavit, refer to Attachment XII
- l. Certification of exclusion, suspension, ineligibility or voluntary exclusion, refer to Attachment XIII
- m. Supporting evidence of the Proponent's eligible status in the System Award Management (SAM) registry
- n. Any other document or certification required in this document or application recognition certification.

### 3.4 PRESENTATION LETTER

The Presentation Letter must be clear, concise and include enough details for an effective evaluation and to justify the validation of what is expressed therein. The Proponent should assume that the Government has no prior knowledge of their experience or best practices. Likewise, the cover letter must contain all the information that the Proponent understands, the Bids and Proposals Evaluation Committee must know and consider as part of the evaluation.

The Presentation Letter must be signed by the person authorized in the RUL, for these purposes or by the person who will present their documents in the RUL, in the event that the Proponent is not registered.

The Proponent must provide all the information requested through Attachment V, as part of their Presentation Letter. A corporate profile of the Proponent does not replace the Presentation Letter. Any additional information to that requested through Attachment V will not be considered as part of the evaluation of the statement of qualifications.

The ASG reserves the right to request additional information from the Proponent, its clients or third parties (including or not by the Proponent as a reference) to corroborate the information signed by the Proponent in its statement of qualifications.

### 3.5 PROPONENT'S STATEMENT OF QUALIFICATION

The statement of qualifications must be endorsed (under the signature or initials) by the authorized representative of the Proponent who appears registered in the RUL, in the space provided for it in the form identified as Attachment



I of this Statement of Qualifications, " Proponent Statement of Qualifications". If the Proponent is not registered in the RUL, the statement of qualifications must be endorsed by the person who will submit all the required documents to the RUL.

The Proponent 's Statement of Qualifications (Attachment I) must be signed with indelible ink or blue ink pen in the space provided by the person registered in the RUL, or their authorized representative. The electronic signature of the Proponent is authorized in the statement of qualifications presented. Failure to comply with these requirements will constitute rejection of the statement of qualifications.

### **3.6 BOND CAPACITY LETTER**

The lack of capacity of guarantee may be a reason for the disqualification of the proponent or the rejection of the statement of qualifications presented.

### **3.7 ASG' FORMS**

The Proponent must complete and attach its statement of qualifications with Form ASG 673 (Attachment II) or ASG 674 (Attachment III), as appropriate, if applicable, which are made part of this document.

The form ASG 673 or ASG 674 and ASG 633 (Attachment IV), will be submitted when the Proponent is not registered in the RUL, or is interested in authorizing signing the statement of qualifications, and signing all types of documents as required or add personnel to those established in the RUL.

### **3.8 ADDRESSES IN THE STATEMENT OF QUALIFICATIONS**

The statement of qualifications must contain the physical and postal address of the main office of the Proponent's business in Puerto Rico, as well as the name and address of the entity's resident agent, when applicable.

### **3.9 CORRECTIONS TO THE STATEMENT OF QUALIFICATIONS**

All statements of qualifications must be presented legibly, clearly, completely and accurately. Multiple, varied, or ambiguous Statements of Qualification will not be considered. Corrections to the statement of qualifications, which arise as a result of errors, must be endorsed by the Proponent with his signature or his initials, otherwise, the statement of qualifications for the corresponding information will be invalidated. Statements of qualifications that include corrections made with corrective ink, white ink, corrective tape and "liquid paper" will not be accepted.



### **3.10 CONFIDENTIAL INFORMATION**

The statements of qualifications presented by the Proponent will be part of the file of the RFQ in which they participated and will become the property of the Administration, regardless of whether the award of this RFQ is canceled or awarded. However, confidential information constituting business secrets, or any other information protected by copyright, among other legal provisions, may not be disclosed by the Administration or other government entity. Due to this, all information that constitutes confidential and protected information must be attached to the statement of qualifications by the Proponent in an individual sheet that must be titled "Confidential and Protected Information".

The ASG and the Bid Board will not disclose information indicated by the Proponent in its statement of qualifications as confidential, proprietary, or privileged, or that is related to trade secrets, prices and proprietary or privileged information.

#### **4.1 RECEIPT OF A SOLE STATEMENT OF QUALIFICATIONS**

When a sole statement of qualifications is received, the Bid Board, with the help of the Bids and Proposals Evaluation Committee, and the Purchasing and Bids Specialist assigned to the procurement process, may negotiate the terms of the statement of qualifications presented, if it is complying with the provisions established in the specifications and it is determined the negotiation would benefit the Government of Puerto Rico. Otherwise, the process will be canceled.

#### **4.2 NON-RESPONSIVE OR UNACCEPTABLE STATEMENT OF QUALIFICATIONS**

When submitting its statement of qualifications, the Proponent will limit itself to submitting the statement in observance of the specifications and conditions established in this RFQ document. The specifications establish minimum requirements. Any statement of qualifications that exceeds the requested specifications may be accepted, as long as it does not substantially alter the characteristics of the service requested in this RFQ, in such a way that it can be interpreted as unfair competition.

The Bid Board will not consider the statement of qualifications that adds or eliminates specifications or conditions required in this document, or that alters, infringes, modifies, or varies them. The statement of qualifications that contain ambiguous, incomplete, indefinite phrases, paragraphs, or comments or that reduce the certainty of the statement of qualifications and proposal will not be considered either.

#### **4.3 MULTIPLE STATEMENT OF QUALIFICATIONS BY THE SAME PROPONENT**

If a Proponent submits multiple statements of qualifications for the same RFQ, whether in its own name or under pseudonyms, of any of its subsidiaries or branches, of one or more of its partners, agents or officers, all statements of qualifications submitted by the Proponent will be rejected.

No person or legal entity may join or participate, directly or indirectly, as a member of the work team of more than one (1) Proponent. Any person or legal entity that participates in this RFQ will have to ensure that any other person or legal entity related to it is not directly or indirectly attached to or participating as a member of the team of another Proponent. A person or legal entity is "related" to another person or legal entity if one can exercise control over the other, or if each is under the direct or indirect control of the same person or entity. A person or legal entity exercises "control" over another if it has the ability to determine the outcome of its financial or operating policy decisions, whether formally or informally.



Any Proponent, whether a natural person or legal entity, whose commercial enterprise, business organization, corporate structure, company, "holding company" (Partnership, Corporation and/or Limited Liability Corporation "LLC" that controls all or the vast majority of the shares of its group of companies), which groups and/or represents multiple DBAs, various subsidiary corporations, affiliates, branches and companies, among others, must list, offer and submit a statement of qualifications and proposals only in the name of the natural person (in the case of being the owner of multiple DBA's) or in the name of the main and parent business ("holding company") in the case of a legal entity.

If the above provisions are not observed, all the statement of qualifications and proposals will be considered as multiple statements of qualifications by the same proponent and will be rejected.

#### 4.4 APPROPRIATE COMPETITION

Any Proponent or person interested in participating in this RFQ, **ACCEPTS AND ACKNOWLEDGES** that ASG issues this document with the purpose of establishing a contract for the Mayaguez Waterfront Industrial Park Reconstruction..

#### 4.5 PREFERENCE

In all purchasing processes, ASG will fully comply with the preference policies, enshrined in the following legal provisions:

- Act 14-2004, as amended, known as the "Puerto Rican Industry Investment Law";
- Act 129-2005, as amended, known as the "Reserves Law for Government Purchases of the Commonwealth of Puerto Rico";
- Act 253-2006, known as the "Law on Multiple Selection Contracts in Purchasing Processes";
- Act 42-2018, as amended, known as the "Preference Law for Local Construction Contractors and Suppliers".

ASG will fully comply with the public policy established in the aforementioned preferential laws.

- a. **USE OF THE PREFERENCE PERCENT:** The Proponent interested in having the assigned preference percent (%) recognized, shall present the current one granted by the Puerto Rican Industry Investment Board, by the Puerto Rico Trade and Export Company or any another governing body together with your proposal, in order to validate your preference. The resolution must provide the line or lines to which preference has been granted.
- b. **ASSIGNMENT OF THE PREFERENCE PERCENTAGE:** The company that has obtained the manufacturing preference percentage for any of its products may assign it to its agents established in Puerto Rico through a notarized letter in which it expressly indicates that it is assigning it to each agent the preference percentage granted for this product by the Puerto Rican Industry Investment Board or any other governing body. The letter must be approved and sealed with the official seal of the government entity that issues it.
- c. **APPLICATION OF THE PERCENT OF PREFERENCE:** The percentage (%) of preference will be applied to the prices offered by the Proponent for the service.
- d. **UPDATED RESOLUTION ISSUED:** In any purchase made under a contract as a result of this document, the Proponent who has obtained a preferential percentage (%) for their products, must



submit at the time of each purchase, the current resolution issued by the Board of Investment in the Puerto Rican Industry, by the Puerto Rico Trade and Export Company, or any other governing body. If you do not present the current resolution, you will not be able to enjoy the benefits of these laws.

In this RFQ process, the provisions of the "Preference Law for Local Construction Contractors and Suppliers", Act 42-2018, as amended, will be observed. In view of this, all proponents considered as a Local Business or Local Supplier, according to the definitions contained in Article 2 of Act 42-2018, must prove said circumstances by presenting, along with their proposal, the corresponding Certification. In the event that the Proponent does not present the aforementioned certification together with his statement of qualification, he will be prevented from presenting any claim related to the application of the preference percentage provided in Act 42-2018.

## 5.1 EVALUATION

In the first phase of this bidding process, the Bid Board will select the Qualified Proponents where their statement of qualifications represents the best value to the Government of Puerto Rico.

The evaluation of the qualifications will be carried out in the first phase of this bidding process and will be executed in two (2) parts, based on compliance with specifications, terms, conditions, past performance, financial capacity, technical capacity, project approach and bonus upon participation in the Section 3 or M/WBE program. The evaluation criteria for the first and second part are detailed in Attachment VI of this document.

In the first part, the Bids and Proposals Evaluation Committee or the Purchasing Specialist will examine and evaluate the statements of qualifications to verify that they comply with the specifications, terms and conditions established for the RFQ. The result of the evaluation will be "Accepted or Discarded". It will be determined "Accepted" when the statement of qualifications meets **all the criteria** established for the first part, see Attachment VI. "Dismissed" will be determined when the statement of qualifications **does not meet at least one of the established criteria**, for the first part, see Attachment VI of this document.

The statements of qualifications where the result of the first part is "Accepted" will be evaluated in the second part. Statement of Qualifications where the result of the first part is "Dismissed" will be discarded and will not be considered in the second part.

In the second part, the Bid Board, with the support of the Bid and Proposal Evaluation Committee and the Purchasing Specialist assigned to the bidding process, will evaluate past performance, financial capacity, technical capacity, project approach and bonus on participation in the Section 3 or M/WBE program, in accordance with the evaluation criteria established in Attachment VI and Table 2 of this document.

The statement of qualifications that in the second part, obtain 70% or more as a result of their evaluation, will be the **Qualified Proponents** that may receive the Request for Proposals. The statement of qualifications that in the second part, obtain less than 70% as a result of their evaluation, will be the **Disqualified Proponent** who will not be invited or receive the Request for Proposals.



Criteria	Maximum points available
Past Performance	25
Financial Capability	15
Technical Capability	25
Project Approach	35
<b>TOTAL</b>	<b>100</b>
<b>Bonus Section 3 or M/WBE</b>	<b>5</b>

Table 2 Evaluation Criteria

At any time during the evaluation period, the Bid Board may communicate with the Proponent about their statements of qualifications, in order to gain a better understanding of the content provided.

**5.1.1 PAST PERFORMANCE**

The Bid Board, with the support of the Bid and Proposal Evaluation Committee and the Purchasing and Bids Specialist assigned to the acquisition process, will evaluate the Proponent's past performance, assigning the score established for this criterion, as detailed in Attachment VI, which will be based on the information submitted by the Proponent in its statement of qualifications and its verification. Once the evaluation is completed, the percentage established in Table 2 will be applied as follows:

$$\text{Past Performance} = \left[ \frac{\text{Result obtained by the Proponent in the evaluation of the criteria}}{\text{Maximum score for the evaluation of the criterion}} \right] * \text{Maximum percentage established in Table 2 for the Past Performance}$$

**5.1.2 FINANCIAL CAPABILITY**

The Bid Board with the help of the Bid and Proposal Evaluation Committee and the Purchase and Bid Specialist assigned to the acquisition process, will carry out the evaluation of the financial capacity of the Proponent as follows:

The Proponent will have financial capacity when both results are affirmative.

1.  $\frac{\text{Current Assets}}{\text{Current Liabilities}} \geq 1.0$
2. Credit Line  $\geq$  \$1,000,000.00

The Proponent will not have financial capacity when both results are negative.

1.  $\frac{\text{Current Assets}}{\text{Current Liabilities}} < 1.0$
2. Credit Line  $<$  \$1,000,000.00





$$\text{Financial Capability} = \left[ \begin{array}{c} \text{Result obtained by the Proponent} \\ \text{in the evaluation of the criteria} \\ \text{Maximum score for the evaluation} \\ \text{of the criterion} \end{array} \right] * \text{Maximum percentage established in Table 2 for the Financial Capability}$$

**5.1.3 TECHNICAL CAPABILITY**

The Bid Board with the help of the Bid and Proposal Evaluation Committee and the Purchasing and Bid Specialist assigned to the acquisition process, will carry out the evaluation of the Proponent's technical capacity assigning the score established for the criterion, as detailed in Attachment VI, which will be based on the information submitted by the Proponent in its statement of qualifications and its verification. Once the evaluation is completed, the percentage established in Table 2 will be applied as follows:

$$\text{Technical Capability} = \left[ \begin{array}{c} \text{Result obtained by the Proponent} \\ \text{in the evaluation of the criteria} \\ \text{Maximum score for the evaluation} \\ \text{of the criterion} \end{array} \right] * \text{Maximum percentage established in Table 2 for the Technical Capability}$$

**5.1.4 PROJECT APPROACH**

The Bid Board, with the support of the Bid and Proposal Evaluation Committee and the Purchase and Bids Specialist assigned to the acquisition process, will evaluate the approach to the project presented by the Proponent, assigning the corresponding score, as detailed below,

DEFINITIONS TO THE RATINGS		
Ratings	Definitions	Points (pts)
Outstanding	significantly exceeds the level considered normal, applying innovative methods and concepts	5
Satisfying	meets the requested requirements, it is the normal level that every organization must achieve	3
Deficient	did not reach the level considered normal, due to deficiencies, imperfection, lack and lack of understanding	0

Tabla 3 Desglose de puntuación para el enfoque del proyecto

Once the evaluation is completed, the percentage will be applied, as established in Table 2, as indicated below:

$$\text{Project Approach} = \left[ \begin{array}{c} \text{Result obtained by the Proponent} \\ \text{in the evaluation of the criteria} \end{array} \right] * \text{Maximum percentage}$$



Maximum score for the evaluation  
of the criterion

established in Table  
2 for the Project  
Approach

### 5.1.5 BONUS SECTION 3 OR M/WBE

If the Proponent, as part of the declaration of qualifications, presents supporting evidence of participation in the Section 3 or M/WBE program, the Bid Board will grant a 5% bonus.

## 5.2 SELECTION

The Bid Board will review all submitted statements of qualifications prior to making any selection determination.

The Bid Board, with the support of the Bid and Proposal Evaluation Committee and the Purchasing and Bid Specialist assigned to the acquisition process, may select one or more of the statement of qualifications that it considers best serve the interests of the Government of Puerto Rico.

On the other hand, **the Bid Board reserves the right to ignore any informality or minor difference in the terms and conditions, if it meets the purpose for which they are requested, as long as it results in the benefit of the Government of Puerto Rico.** The permitted deviations may not substantially affect the quality, capacity or essential characteristics of the items or services requested.

The selection will be made within a term of fifteen (15) days after the Opening Act has been carried out. The term of fifteen (15) days provided herein may be extended with the written authorization of the Administrator, in the event that the statement of qualifications considers specialized and highly technical services. The term may also be extended if the scheduling of the interviews or negotiations with the proponents so warrants.

The Bid Board may make the corresponding selection without carrying out oral or written discussions with the proponents, in those cases in which it is determined, based on the existence of complete and open competition, or based on previous experience regarding the cost. of the product or service, that the acceptance without discussion of the most favorable initial statement of qualifications will result in the best value for the Government of Puerto Rico.

Once the Bid Board makes the corresponding selection, it must notify its final determination by Resolution.

The notification of the selection of the RFQ will **not constitute a formal agreement between the parties. For this RFQ, it will be necessary to grant a contract between the PRIDCO and the Proponent to whom the “buena pro” is awarded or the issuance of a purchase order.** The Government of Puerto Rico will not be considered committed or in any way bound by any award, until the corresponding contract or purchase order has been formalized and perfected.

## 5.3 OVERALL REJECTION

The Bid Board may reject any or all of the statement of qualifications for a RFQ when the proponents do not meet any of the stipulated requirements, specifications or conditions and when the statement of qualifications demonstrate that the proponents control the market for the requested product.



## 6.1 OWNERSHIP DOCUMENTS OF THE STATEMENT OF QUALIFICATIONS

All documents and materials that are made part of the Proponent's statement of qualifications in response to this bidding process will become the property of ASG. Selection or rejection of the statement of qualifications will not affect this provision.

## 6.2 COST DOCUMENTS OF THE STATEMENT OF QUALIFICATIONS

Costs associated with the preparation of the Proponent's statement of qualifications are the sole responsibility of the Proponent. ASG will not pay any costs associated with the preparation of the Proponent's statement of qualifications or any additional documents, materials, and samples, if any, requested during the bidding process.

## 6.3 BREACH

The Administrator reserves the right to cancel any contract and purchase order granted under this bidding process at any time when this results in the protection of the public interest and the benefit of the Government of Puerto Rico.

The Administrator, in the event of breach of contract and determination of lack of economic or other responsibility on the part of the contractor, may impose the penalties or measures that it deems appropriate for the protection of the public interest, including, but not limited to: the confiscation of the bond or bonds deposited as a guarantee, and; charge the difference of the price paid over the proposal to the Proponent who breached his contract or claim it from his guarantor; and the elimination of the RUL for the time it deems appropriate, the name of any natural or legal person that breaches a contract or that in another way incurs in violation of the terms of the order.

## 6.4 CONTRACT CANCELLATION

If the Proponent refuses to carry out the contracted work and service, the Administration may cancel the Purchase Order or contract. It may also grant a Purchase Order or contract that considers the same work and service in favor of another Proponent, without prejudice to the application of any other measures provided in other legal provisions related to contractual breach.

## 6.5 CODE OF ETHICS

All Proponents must comply with the following:

### A. CODE OF ETHICS FOR THE CONTRACTORS

All Proponents must comply with the provisions of Act No. 2-2018, as amended, known as the "**Anti-Corruption Code for New Puerto Rico**". It will be an essential requirement to contract with the Government that every person agrees to abide by the provisions of the Code of Ethics established in the referenced law.

In addition, the natural or legal person who wishes to participate in a RFQ process or in the granting of a contract, with any government agency or instrumentality, public corporation, municipality, or with the Legislative Branch or Judicial Branch, for the realization of services or the sale or delivery of goods, will **submit a Certification**, before a notary public, in which it will inform if the natural or legal person or any president, vice president, director, executive director, or member of a board of officers or board of directors



, or persons who perform equivalent functions for the legal person, has been convicted or has pleaded guilty to any of the crimes listed in Section 6.8 of Act 8-2017, as amended, known as the “Administration and Transformation of Resources Law Human Rights in the Government of Puerto Rico”, or for any of the crimes contained in this Code.

Any person, whether natural or legal, who has been convicted of: violation of Articles 4.2, 4.3 or 5.7 of Act 1-2012, known as the "**Organic Law of the Government Ethics Office**", for violation of any of the crimes against the exercise of public office or against public funds contained in Articles 250 to 266 of Act 146-2012, as amended, known as the "**Penal Code of Puerto Rico**", for any of the crimes typified in the Code or for any other serious crime that involves the misuse of public funds or property, including without limitation the crimes mentioned in Section 6.8 of Act 8-2017, will be disqualified from contracting or bidding with any executive agency of the Government of Puerto Rico. for the term applicable under Article 6.8 of Act 8-2017. When a term is not provided, the person will be disqualified for ten (10) years from the date he finishes serving the sentence.

Every contract must include a resolution clause in the event that the person contracting with the executive agencies is convicted, in the state or federal jurisdiction, for any of the crimes that disqualify them from contracting under the preceding paragraph. The contracts will certify that the person has not been convicted, in state or federal jurisdiction, for any of the aforementioned crimes. **The duty to inform will be of a continuous nature during all stages of contracting and execution of the contract.**

All proponents are subject to the **sanctions and penalties established in Article 3.7. — Sanctions and penalties of Act 2-2018**, as amended. (3 L.P.R.A. § 1883f).

## B. PROFESSIONAL CANONS OF ETHICS

Every person must observe the maxims and principles of excellence and honesty that cover their profession, in addition to the ethical norms or canons of the association or college to which they belong and that regulate their trade or profession, both in relation to their competitors and to the Government of Puerto Rico.

In the case of people who do not belong to a college or association, or in the case of associations and colleges that do not have a Code of Ethics for their members, they must observe the general principles of ethical conduct that are considered reasonable in their profession or trade.

### 6.6 COLLABORATION

Any person, Proponent or contractor shall collaborate with any investigation initiated by the state or federal Government regarding business transactions or awarding of contracts or granting of government incentives, of which they were part or benefited directly or indirectly.

### 6.7 ANTIDISCRIMINATORY CLAUSE

ASG does not discriminate based on race, color, gender, origin or social status, political or religious ideas, age, nationality, being a victim or being perceived as a victim of domestic violence, sexual assault or stalking, veteran status, identity or sexual orientation, real or perceived, physical, mental or sensory impairment.



## 6.8 COMUNICACIONES AND ANNOUNCEMENTS

All proponents and natural or legal persons interested in participating in this RFQ process are warned that it is **forbidden to have contact with ASG and Bid Board personnel** after the orientation meeting has concluded and during the bidding process and the completion of the evaluation of statements of qualifications. Failure to comply with the above may result in the rejection of your statement of qualifications.

Any information or announcement related to this RFQ will be published by the Administration through its web page, <https://asg.pr.gov/subastas> where you will find the corresponding link to the reference RFQ.

Any amendment related to the specification of the RFQ, will be notified by the Bid Board to the proponents, duly registered and summoned.

## 6.9 WARNINGS

1. Providing any type of false, plagiarized, or fraudulent information or documentation as part of the information submitted for this RFQ will be sufficient cause to disqualify or reject the statement of qualifications of any Proponent, as well as to cancel or rescind any purchase order or contract awarded.
2. The Administration may order the partial or total cancellation of the specifications of this RFQ before or after the opening act, as provided in Regulation No. 9230, as amended, provided that a contract has not been formalized or issued a purchase order. This will be when it serves the best interests of the Government of Puerto Rico. Cancellations will be notified by email to all Proponents who have obtained the specifications, the cancellation notice will be published in RUS and on the ASG web page.
3. The ASG may amend any invitation and specification of the RFQ when it serves the best interests of the Government of Puerto Rico.
4. The Administration may amend the specifications of this RFQ up to five (5) business days before the opening act when the amendment implies changes or additional requests that must be included in the tender or three (3) business days before the opening act, when the amendment does not affect the presentation of the statement of qualifications.
5. The notification of the selection of the statements of qualifications will not constitute the formal agreement between the parties. It will be necessary to issue a Purchase Order or sign the corresponding contract.
6. The ASG and the Bid Board guarantee faithful compliance with the public preferential purchasing policy provided by law.
7. The Proponent who is awarded the "buena pro" of this RFQ, will be subject to the provisions of the **Contract Review Policy** signed by the Fiscal Oversight and Administration Board.
8. The award of this RFQ does not obligate ASG or PRIDCO in any way to sign a contract or issue a purchase order.
9. The award of this RFQ will not constitute the formal agreement between the parties. It will be necessary to sign the corresponding contract.



- 10. Any Proponent who offers equipment, machinery or vehicles that consume electricity or fuel for their operation, when making their proposal, must state that their equipment, machinery or vehicle meets the requirements established by the **Federal Energy Conservation Law**. When awarding this RFQ, the Bid Board will abide by the federal regulations for consumption, conservation, and utility of the good in question, and awarding the RFQ to a Proponent who offers a more expensive good will **not be cause for challenge** if those offered by the other Proponents do not meet the standards established by said law.
- 11. Any person who, in relation to the agencies and other entities of the Government of Puerto Rico, participates in this RFQ, presents a statement of qualifications, or is interested in perfecting contracts with them, will have the obligation to disclose all the information necessary so that the agencies can evaluate in detail the transactions and make correct and informed decisions. Any undisclosed relationship (conflict of interest) is grounds for immediate disqualification.
- 12. This project is funded in whole or in part with CDBG-DR funds provided by the US Department of Housing and Urban Development (HUD). The provisions of federal employment regulations will apply, including the prevailing wage requirements of the Davis Bacon Act, other related laws, and applicable wage determinations found on HUD Form 4010. <https://www.hud.gov/sites/documents/4010.PDF> See the "Federal Labor Standards Provisions" addendum for complete details. In the event of a conflict between the federal salary rates and those of the Executive of Puerto Rico, the higher of the two shall prevail.
- 13. ASG encourages Proponent to hire relevant local subcontractors, professionals and service providers based in Puerto Rico ("Local Parties") as Team Members and Key Personnel to the greatest extent possible. Proponents are encouraged, as part of this RFQ, to provide descriptions of their current or anticipated commercial agreements with Local Parties and with Local Parties who are Team Members and Key Personnel for the Project, as applicable.
- 14. Work to be performed under the contract resulting from this RFQ process shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701 and as implemented at 24 CFR 75 (Section 3). You can access the Section 3 Housing policy requirements in English: <https://cdbg-dr.pr.gov/en/section-3/> and in Spanish: <https://cdbg-dr.pr.gov/section-3/>. The Section 3 Contractor Plan template is available online at the Housing site: Section 3 Contractor Plan: Spanish [https://cdbg-dr.pr.gov/seccion-3/negocios-y-contratistas /plan-contractistas-seccion-3/](https://cdbg-dr.pr.gov/seccion-3/negocios-y-contratistas/plan-contractistas-seccion-3/) and English <https://cdbg-dr.pr.gov/en/section-3/business-and-contractors/contractor-section-3-plan/>.
- 15. Specifically, for the contract, the Proponent must indicate, if selected, how it will meet the minimum benchmarks in Section 3 and how it will enforce these requirements for subcontractors during the term of the contract with the Applicant Entity.
- 16. The current HUD Section 3 benchmarks, established pursuant to the provisions of 24 CFR 75.23, are as follows:

Standard working hours	Proportion formula	Reference percentage
Section 3 workers	Work hours of Section 3 workers ÷ Total work hours	25%
Identified Section 3 Workers	Work hours of targeted Section 3 workers ÷ Total work hours	5%

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For a worker to be considered a Section 3 worker, one of the following conditions must be maintained:

1	The worker's self-certification that their income is less than the income limit of the previous calendar year;
2	The worker's self-certification that they participate in a means-tested program, such as public housing or Section 8 assisted housing;
3	A certificate from a PHA, or the owner or property manager of a project-based Section 8-assisted housing, or the manager of a tenant-based Section 8-assisted housing, that the worker participates in one of its programs;
4	A certification from the employer that the worker's earnings from that employer are below the earnings limit when based on the employer's calculation of what the worker's wages would translate to if annualized on a full-time basis; either
5	The employer's certification that the worker is employed by a Section 3 business.

For a worker to be considered an identified Section 3 worker, within the framework of Housing and Community Development financial aid:

1	Confirmation from the employer that the worker's residence is within one mile of the workplace or, if fewer than 5,000 people live within one mile of the workplace, within a circle centered on the workplace that is sufficient to cover a population of 5,000 people according to the most recent US census;
2	A certification from the employer that the worker is employed by a Section 3 business; either
3	The worker's self-certification that they are a Youth Build participant.

**6.10 INSURANCE AND LIABILITIES**

The Proponents will consider the price offered, the cost of the required policies and insurance.

Liabilities and insurance for construction activities are indicated in Article 3 of Regulation No. 7998, "Uniform General Conditions for Public Works Contracts in Puerto Rico." This includes Builder's Risk and Hold Harmless.

The policies and insurance must be issued by an entity duly authorized by the Office of the Insurance Commissioner of Puerto Rico and that they are found in the list provided, <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html#t> as required by the United States Department of the Treasury, Office of the Fiscal Service, through Circular Letter 570.

The Proponent to whom the "buena pro" of this RFQ is awarded must present the required policies and insurance, **no later than ten (10) days following the date on which the contract is signed.**

**7.1 REFUSAL TO SIGN THE CONTRACT**

If the awarded Proponent refuses to sign the contract after being summoned by the ASG Purchasing Area Contracts Unit, or without just cause, the provisions contained in Section 9.1.4 of Regulation No. 9230 will apply, as amended.



## **7.2 REVIEW OF CONTRACTS BY THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO**

All contracts resulting from this RFQ through Executive Order decree are subject to review by the Financial Supervision and Management Board for Puerto Rico (JSF) in accordance with the JSF contract review policy. Consult the JSF contract review policies available at <https://juntasupervision.pr.gov/documents/>

## **8. CONTRACT TERMINATION**

No head of government agency or instrumentality of the Government, public corporation, municipality, or of the Legislative Branch or the Judicial Branch, will award a bidding process or grant any contract, to a natural or legal person who has been convicted or has pleaded guilty in the forum state or federal, in any other jurisdiction of the United States of America or in any other country, of those crimes constituting fraud, embezzlement or illegal appropriation of public funds provided in Law 2-2018, supra, as amended. This prohibition of award bidding documents or granting contracts extends to those legal persons whose presidents, vice presidents, directors, executive directors, or members of their Board of Officers or Board of Directors, or person who performs equivalent functions, has been convicted or has pleaded guilty in a state or federal forum, in any other jurisdiction of the United States of America or in any other country, of those crimes constituting fraud, embezzlement or illegal appropriation of public funds, as listed in the aforementioned Law.

The prohibition for hiring, subcontracting or award of a qualification's application contained in Act 2-2018, supra, will last twenty (20) years, from the corresponding conviction in cases of serious crime, and a duration of eight (8) years in misdemeanor cases.

Conviction or guilt for any of the crimes listed in Act 2-2018, supra, will entail, in addition to any other penalties, the automatic termination of all contracts in force on that date between the person convicted or found guilty and any agencies or instrumentalities. of the state government, public corporations, municipalities, the Legislative Branch or the Judicial Branch. In addition to the termination of the contract, the Government will have the right to demand the return of the benefits that it had made in relation to the contract or contracts directly affected by the commission of the crime.

## **9. SPECIFICATIONS**

1. Proponents must comply with the terms, conditions and specifications established for this bidding process, including the information established in the Scope of Work.
2. The Proponent will consider the provisions of the Build American, Buy American Act (BABAA) and its compliance.
3. The Proponent will consider the provisions of the Davis Bacon Act and Related Act (DBRA) and its compliance.
4. The Proponent will consider as part of the costs of their offer everything established in Regulation No. 7998 of March 3, 2011, "Uniform General Conditions for Public Work Contracts in Puerto Rico" and which will form an integral part of the contract that will be formalized as the object of this RFQ.
5. All documents generated for this RFQ are an integral part of the contract resulting from this RFQ process.



6. The Proponent, prior to submitting its qualifications and proposal, acknowledges that,
  - a. has visited the project area,
  - b. has made a thorough visual examination of the area and adjacent areas, and
  - c. has become familiar with general, local, and area conditions that may affect the cost, progress, development, and performance of the project.
7. The Proponent, prior to submitting his offer, shall consider and familiarize himself with all laws and regulations applicable to the development of the project, financing of the works, and all those that may affect the cost, progress, development, and performance of the Works.
8. The Proponent who is interested in participating in this RFQ must bid on all the items established in the Price Sheet; failure to bid in any of the items will be sufficient cause for disqualification.
9. The breakdown of the items that are presented in the Price Sheet is made with the purpose of carrying out an evaluation and cost analysis of the offers received, in compliance with the requirement of the allocated fund to defray the costs of this project. It is the Proponent's responsibility to consider within the cost of his offer all the costs associated with the project. The Proponent shall provide a lump sum for all services to be provided for the reference project. It is understood that the bid price will include labor, equipment, materials, incidental labor, general expenses, profit, insurance, mobilization, demobilization, materials laboratory tests, equipment tests, etc. to cover the desired scope of work. The Proponent's Lump Sum price will include the cost of applicable taxes and patents.
10. Each Unit Price of the Price Sheet includes an amount that the Proponent deems adequate to cover overhead and profit for each separately identified item. The amounts are solely for the purpose of analyzing the costs of the proposal.
11. Final payment for all work by unit price will be based on actual quantities, determined as provided in the Contract Documents.
12. Contractor refers to the general contractor who signed the construction contract with PRIDCO
13. It will be the responsibility of the Contractor to present, have and execute a safety plan that maintains a safe work environment. Refer to Regulation No. 7998 of March 3, 2011, "Uniform General Conditions for Public Work Contracts in Puerto Rico".
14. The Contractor must present a work itinerary for the execution of the contracted activities. Refer to Regulation No. 7998 of March 3, 2011, "Uniform General Conditions for Public Work Contracts in Puerto Rico".
15. It will be the responsibility of the Proponent to familiarize himself with the existing conditions of the site prior to submitting a proposal for this RFQ process.
16. It will be the Proponent's responsibility to verify all the dimensions indicated in the Scope of Work, drawings, and technical specifications.
17. It will be the responsibility of the Proponent to familiarize himself with the existing conditions of the site prior to submitting a bid for this RFQ process.



18. It will be the responsibility of the Proponent to comply with Executive Order 2022-14.
19. The Contractor will be responsible for the purchase and cancellation of Seals of the College of Engineers and Surveyors of Puerto Rico, applicable to the project and according to the established amount.
20. The supply and installation of an office for the inspection of the project is required.
21. The Certification on Electrical Works is required for all electrical work carried out as part of the development of the work.
22. The Certification on Plumbing Works is required for all plumbing work, carried out as part of the development of the work.
23. The Contractor must implement all the security measures it deems necessary to delimit and label the areas impacted by the works related to this project, as well as the areas arranged for storage of materials and equipment, in such a way that access can be restricted. to the same of persons unrelated to the works included in the contract, during the development of the work.
24. The noise emission from the areas impacted by the works included in the contract will not exceed the maximum levels established by law and in accordance with the provisions established in the applicable regulations.
25. The Contractor shall take all necessary measures to avoid:
  - a. The spread of fugitive dust from selective removal or demolition activities and hauling of materials or debris, in strict compliance with the provisions established by law and applicable regulations.
  - b. The use of materials and equipment that emit gasses and toxic waste into the environment, in strict compliance with the provisions established by law and in applicable regulations.
26. The Contractor will be responsible for ensuring that all subcontracted work is performed in accordance with applicable federal and state regulations, policies.
27. The Proponent acknowledges and agrees that all parties will attend a pre-construction meeting that will take place prior to the start of construction and prior to the issuance of the Notice to Proceed.
28. The Contractor shall take all necessary measures to avoid:
  - a. The spread of fugitive dust from selective removal or demolition activities and hauling of materials or debris, in strict compliance with the provisions established by law and applicable regulations.
  - b. The use of materials and equipment that emit gasses and/or toxic residues into the environment, in strict compliance with the provisions established by law and in applicable regulations.
29. The Contractor must install, as part of the works included in the contract and in the location established by the designated representative of PRIDCO, an identification sign made of washable material. This work will consist of the installation, assembly, maintenance, and removal of the 16' x 8' project identification signs, in accordance with these specifications and in accordance with the design and dimensions indicated in the Signage Manual, as well as the locations shown on the plans or determined by the Project Engineer or PRIDCO representative.



Each sign and support structure shall be constructed of good quality new lumber as follows:

- a. Frame: shall be solid, squared grade #1 drywood, clad on all four sides, with no loose knots or rotting. May be Douglas fir, spruce, oak, or cypress in accordance with AASHTO M 168. Wood must be pressure treated with pentachlorophenol or chromate copper arsenate in accordance with the standards of the American Association of Wood Preservers (known for its acronym AWPA).
- b. Sign Board: Shall be exterior type ½” thick, resin-bonded, high-density plywood, grade B-B or better per National Bureau of Standards specification PS-1 for plywood. It will be laminated with vinyl or aluminum on both sides.
- c. Full color UV curing digital printing process, with a minimum resolution of 720 DPI. Printing will be guaranteed for a minimum of three (3) years.
- d. Hardware: Bolts, nuts, washers, and hardware to erect the sign assembly must be aluminum or galvanized steel.

#### A. Sign Construction Requirements

- a. The Contractor must supply and place the number of signs indicated in the contract documents. If this is not indicated, PRIDCO will determine the number of signs to install.
- b. The Contractor shall install the signs in such a way that they do not obstruct the visibility of traffic signs.
- c. The Contractor shall maintain the signs in good condition throughout the construction period, repainting and repairing them as necessary.
- d. After the construction work has been completed by the Contractor and accepted by PRICO, the Contractor will remove the signs from the project site, unless PRIDCO indicates otherwise in writing.

#### B. Measurement Method

- a. Project identification signs will be measured by the number of individual units furnished, erected, and installed.
- b. The maintenance, refinishing and repair of the signs throughout the construction period and the removal of the signs after construction work is completed will not be measured for payment, but will be a subsidiary obligation under this specification.

### 10. SPECIAL CONDITIONS

1. The Contractor must present a work itinerary for the execution of the contracted activities. Refer to Regulation No. 7998 of March 3, 2011, “Uniform General Conditions for Public Work Contracts in Puerto Rico”.
2. The Contractor will be responsible for presenting, having, and executing a security plan that ensures maintaining a safe work environment. Refer to Regulation No. 7998 of March 3, 2011, “Uniform General Conditions for Public Work Contracts in Puerto Rico”.



3. The Agency and Contractor will comply with the provisions of 2 CFR 200.323 Resource Conservation and Recovery Act.
4. The Contractor acknowledges that he is an "Independent Contractor", as this term is defined and interpreted by applicable laws and jurisprudence. The Contractor acknowledges and understands that there is no worker-employer relationship between the parties between the contracting entity and it.
5. The Proponent must visit the project area and carry out a complete visual examination of it and adjacent areas.
6. The Proponent will be responsible for arranging their own transport to the visual inspection.
7. The Contractor and the subcontractor agree to the applicable terms of the original agreement.
8. The Contractor understands that the content of the subcontract or original agreement will create a contractual relationship between the subcontractor and the other contracting entity.
9. The Contractor understands that the content of the subcontracting agreement will undermine the rights of the other contracting entity.
10. The Contractor or subcontractor specifically agrees to be bound by the confidentiality provision with respect to personally identifiable information.
11. The Contractor will be responsible for ensuring that all subcontracted work is performed in accordance with federal and state regulations and policies.
12. The Contractor understands that all federal provisions established in 2 CFR 200.101 are applicable for this bidding process.
13. For the employee interview history, the Contractor will use the HUD 11 form.
14. It shall be the Contractor's responsibility to provide and install a sign as part of compliance with the Davis Bacon program requirement and related laws.
15. It will be the responsibility of the Contractor to supply, complete and deliver the payrolls of its employees and subcontractors, using the format (WH347).
16. It will be the responsibility of the Contractor to consider the content established in the HUD 4010 form.
17. As recipients of financial assistance from HUD, PRDOH and its contractors and subcontractors working within the PRDOH CDBG-DR Program are subject to the requirements of the Davis Bacon Act of 1931 (DBA), 40 USC § 3141 et seq., that guarantees fair wages, benefits, and overtime to employees while working on government-funded construction, alteration, or repair projects in excess of \$2,000.00 The Davis Bacon and Related Laws (DBRA) determines the applicability of Davis Bacon to employment contracts. Construction assisted by the Federal Government. The Housing and Community Development Act of 1974 (HCD), 42 USC § 5301 et seq., Section 110 of the Act, determines the applicability of the DBRA to CDBG-DR. The DOL sets out the main set of regulations for labor rules in 29 CFR Parts 1-7, 29 CFR Part 1- Regulates Wage Rate Determination, 29 CFR Part 3 - Copeland "Anti-kickback" Act of 1934, 18 USC § 874 and 40 USC § 3145, define anti-kickback regulations; weekly payroll obligation and governs payroll deductions, 29 CFR Part 5 - Defines labor standards regulations, 29 CFR Part 6 -





Regulates administrative procedures to enforce labor standards, 29 CFR Part 7 - Regulates non-compliance. All covered contracts must include Davis-Bacon and other applicable labor standards clauses and wage determinations.

18. This project is funded by federal grants from the Federal Emergency Management Agency (FEMA) and Community Development Block Grant – Disaster Recovery (CDBG-DR)

### Contractual conditions

Any acquisition to be paid for with partial or full federal funds must comply with all terms and conditions included as part of this RFQ process. Any Proponent interested in participating in this bidding process agrees to comply with each of the terms and conditions established herein. The Contractor certifies that he will comply with the requirements established by the state laws and regulations and the federal regulations established in 2 C.F.R §200.

Every Proponent acknowledges and accepts that the clauses set forth herein will be made an integral part of any contract and/or purchase order granted by virtue of this bidding process for which they are subject to compliance with these.

#### a. Contractual Remedies Clauses

- i. The contract signed between the parties will be governed by the laws of the Government of Puerto Rico and the United States of America. If any provision, cause, or part of this contract is challenged for any reason before a Court of Justice and declared unconstitutional or null, said determination will not affect, undermine, or invalidate the remaining provisions or clauses of this contract, but, in its effect, will limit only to the provision declared unconstitutional or null. Both parties accept that the Superior Court of San Juan (First Instance) will be the court with relevant jurisdiction to elucidate any judicial action that originates in this contract.

#### b. Termination for Cause or Convenience

- i. Either party may terminate the contract at any time, by written notice to the other party, fifteen (15) days prior to the date on which the contractual resolution will be effective. However, the prior notification requirement shall not apply when probable cause of the arrest against the Contractor is determined, for any State or Federal crime and for any of the reasons established in the contract. The contracting party may immediately terminate the contract in case of negligence, probable cause of arrest against the Contractor, for any crime of the Federal State and for any of the abandonment of duties or breach of any of the contractual obligations. Non-compliance, among other things, will include the Contractor's failure to provide the required services after having requested them in writing or by any other approved means of communication.

No services will be paid for in violation of this provision, as it is understood that any official requesting and/or accepting services from another party in violation of this provision will do so without any proper legal authority.

#### c. Equal Employment Opportunity

- i. The Contractor will not discriminate against any employee or applicant for employment based on race, color, religion, sex, sexual orientation, gender identity or national origin. The contractor will take affirmative action steps to ensure that contract applicants and employees receive equal



treatment, regardless of race, color, religion, sex, sexual orientation, gender identity, or national origin during employment.

- ii. Employment, promotion, demotion, or transfer; recruitment or recruitment announcements; dismissal or termination; rates of pay or other forms of remuneration; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to the employees of job applicants, notices setting forth the provisions of this nondiscrimination clause.
- iii. In all applications or advertisements for employment posted by or on behalf of the Contractor, it shall be stated that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iv. The Contractor will not discharge or otherwise discriminate against any employee or applicant. This provision shall not apply to cases where an employee has access to the compensation information of other employees or applicants as part of the essential functions of that employee's job discloses the compensation of other employees or applicants to persons who are not otherwise have access to that information, unless that disclosure is in response to a complaint or indictment, in support of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with an obligation of the contractor to provide information
- v. The contractor will send to each union or representative of the workers with whom it has a collective bargaining agreement or other contract or agreement, a notice that must be provided advising said union or representative of the workers of the commitments of the contractor under this section, in addition Post copies of the notice in places visible to employees and applicants for employment.
- vi. The contractor shall comply with all the provisions of Executive Order 11246 of September 24, 1965, and of the pertinent norms, regulations, and orders of the Secretary of Labor.
- vii. The contractor will provide all the information and reports required by Executive Order 11246 of September 24, 1965, by the rules, regulations, and orders of the Secretary of Labor, or pursuant to them, and will allow access to its books, records, and accounts to the administering agency and the Secretary of Labor for investigative purposes to determine if they comply with the rules, regulations, and orders.

In the event of non-compliance by the contractor with the non-discrimination clauses of this contract or with any of said rules, regulations or orders, this contract may be canceled, rescinded or suspended in whole or in part, and the contractor may be declared ineligible to receive additional government contracts or federally assisted construction contracts pursuant to the procedures authorized in Executive Order 11246 of September 24, 1965, and other sanctions may be imposed or other remedies invoked as provided in Executive Order 11246 of the September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as provided by law.

- viii. The contractor shall include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in each subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that said provisions are binding on each subcontractor or supplier. The contractor shall take such action with respect to any subcontract or



purchase order that the managing agency may order as a means of enforcing such provisions, including penalties for non-compliance:

Provided, however, that in the event a contractor becomes involved in or is at risk of litigation with a subcontractor or supplier because of said managing agency directive, the contractor may request the United States government to intervene in such litigation to protect the public interest.

Applicant further agrees that he will be subject to the above equal opportunity clauses with respect to his own employment practices when engaged in federally assisted construction work. Provided that if the participating applicant is a state or local government, the foregoing equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of said government that does not participate in the contractual work.

#### d. Davis Bacon Law

##### (1) Minimum wages

- (i) All laborers and mechanics employed or working on the job site (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), shall be paid unconditionally and no less frequently than once a week, and no subsequent deductions or allowances on any account (except payroll deductions permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R part 3)) , the total amount of bona fide wages and fringe benefits (or cash equivalents thereof) owed at the time of payment calculated at rates not less than those contained in the Secretary of Labor's wage determination attached hereto, and is part of it, regardless of any contractual relationship that may be alleged to exist between the contractor and said workers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; in addition, periodic contributions made or costs incurred during more than one weekly period (but not less frequently than quarterly) under plans, funds, or programs that cover the particular weekly period, will be considered made or incurred on a regular basis. constructive during said weekly period. Such workers and mechanics shall be paid the applicable wage and fringe benefits based on the wage determination for the classification of work performed, without regard to skill, except as provided in § 5.5(a)(4). Workers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time worked in that classification: Provided that the employer's payroll records accurately establish the time spent in each classification in which the work is performed. The Contractor and its subcontractors shall always post the wage determination (including any additional classification and wage rates pursuant to paragraph (a)(1)(ii) of this section) and the Davis-Bacon sign (WH-1321) on the job site, in a conspicuous and accessible location where it can be easily seen by workers.
- (ii)
  - (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, not listed in the wage determination, and required to be employed under the contract, be classified in accordance with the wage determination. The hiring officer will approve an additional classification and salary rate and fringe benefits, therefore, only when the following criteria have been met:



- (1) The work to be performed by the classification applied for is not performed by a classification in determining wages; and
  - (2) The classification is used in the area by the construction industry; and
  - (3) The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) Whether the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where applicable) , The contracting officer will send a report of the action taken to the Administrator, Wage and Hour Division, US Department of Labor , Washington, DC 20210. The Administrator, or an authorized representative, shall approve, modify, or disapprove each additional classification action within 30 days of receipt and thus inform the contracting officer that will notify the contracting officer within the 30-day period that additional time is needed.
- (C) In the event that the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and the wage rate (including the amount designated for fringe benefits, where applicable), the contracting officer will refer questions, including the views of all interested parties and the contracting officer's recommendation, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so notify the contracting officer or notify the contracting officer within the 30-day period that additional time is needed.
- (D) The wage (including fringe benefits where applicable) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work at the sorting under this contract from the first day the sorting work is performed.
- (iii) Whenever the minimum wage rate stipulated in the contract for a class of laborers or mechanics includes an additional benefit that is not expressed as an hourly rate, the contractor shall pay the benefit as established in the wage determination or You will have to pay another bond. fringe benefit trust or a cash equivalent per hour thereof.
- (iv) If the Contractor fails to make payments to a trustee or other third party, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any reasonably anticipated cost in providing bona fide fringe benefits under a plan or program , As long as the Secretary of Labor has determined, upon the contractor's written request, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for compliance with the obligations under the plan or program.
- (2) Withholding.

The (insert name of Federal agency or loan or grant recipient) shall, by his own action or at the written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon's prevailing wage requirements, held by the same prime contractor, the majority of the accrued payments or advances deemed necessary to pay laborers and mechanics, including apprentices, apprentices, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of non-payment of



any laborer or mechanic, including any apprentice, apprentice, or helper, employed or working in the workplace (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after giving written notice to the contractor, sponsor, applicant or owner, take such steps as may be necessary to bring about the suspension of any other payment, advance or guarantee of funds until such violations have ceased.

(3) Payroll and basic records.

(i) Payroll and basic records related thereto shall be maintained by the Contractor during the work and retained for a period of three years thereafter for all laborers and mechanics working on the job site ( or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, their correct classification, hourly rates of wages paid (including rates of contributions or anticipated costs for bona fide fringe benefits or cash equivalents of the types described in section 1(b)(2)(B) of the Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor determines, pursuant to 29 CFR 5.5 (a)(1)(iv), that the wages of any worker or mechanic include the amount of any reasonably anticipated cost in providing benefits under a plan or program described under section 1(b) )(2)(B) of the Davis-Bacon Act , the contractor must maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the affected workers or mechanics, and records showing the anticipated costs or the actual cost incurred in providing said benefits. Contractors employing apprentices or apprentices under approved programs shall maintain written evidence of apprenticeship registration and apprenticeship certification, registration of apprentices and apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all pay slips to (insert name of applicable Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the pay slips to the applicant, sponsor, or owner, as the case may be, for transmission to (insert agency name). Submitted pay slips must accurately and completely set forth all information required to maintain under 29 C.F.R 5.5(a)(3)(i), except that full social security numbers and addresses will not be included in weekly transmissions. Instead, pay slips will only need to include an individual identification number for each employee (for example, the last four digits of the employee's social security number). The required weekly payroll information can be submitted in any form desired. The optional form WH-347 is available for this purpose on the Wage and Hour Division website at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for submitting copies of all subcontractors' pay slips. Contractors and subcontractors must maintain the full social security number and current address of each covered worker and must provide them upon request to (insert name of applicable Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor shall submit them to the applicant, sponsor, or owner, as the case may be, for transmission to (insert agency name), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a



subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or to the applicant, sponsor, or owner).

- (B) Each payroll submitted must be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the contract and must certify the following:
- (1) That the payroll for the payroll period contains the information that must be provided under § 5.5 (a)(3)(ii) of the Regulations, 29 C.F.R part 5 , the proper information is maintained under § 5.5 (a)( 3)(i) of the Regulations, 29 CFR part 5 , and that such information is correct and complete;
  - (2) That each worker or mechanic (including each helper, apprentice, and apprentice) employed under contract during the payroll period has been paid the full weekly wage earned, without discount, either directly or indirectly, and that no made deductions either directly or indirectly from all wages earned, other than deductions allowed as set forth in the Regulations, 29 C.F.R part 3;
  - (3) That each worker or mechanic has been paid not less than the applicable wage rates and fringe or cash equivalent benefits for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly filing of a duly executed certification set forth on the reverse side of optional form WH-347 shall satisfy the "Statement of Compliance" filing requirement required by paragraph (a)(3)(ii)(B) of this section.
- (D) Falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of (insert name of the agency) or the Department. of Labor and will allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit or make the required records available, the federal agency may, upon written notice to the contractor, sponsor, applicant, or owner, take such steps as may be necessary to cause the suspension of any payment, advance or guarantee of funds. In addition, failure to submit required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R 5.12.
- (4) Apprentices and practitioners.
- (i) Apprentices. Apprentices will be permitted to work at a less than predetermined rate for the work they performed when employed pursuant to a bona fide apprenticeship program individually registered with the US Department of Labor, Employment and Training Administration , Office of Apprenticeship Training , Labor and Employer Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in their first 90 days of trial employment as an apprentice in such an apprenticeship program, who is not is individually registered in the program, but has been certified by the Office of Apprenticeship Training, Labor and Employer Services or a





- State Apprenticeship Agency (where applicable) to be eligible for trial employment as an apprentice. The permitted ratio of apprentices to journeymen on the job site in any trade classification shall not be greater than the ratio permitted to the contractor in terms of the total work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not otherwise registered or employed as noted above, shall be paid not less than the applicable wage rate in the wage determination for the job classification. done. In addition, any apprentice who performs work on the job site more than the rate permitted by the registered program shall be paid not less than the applicable wage rate in determining wages for work performed. When a contractor is carrying out the construction of a project in a location other than the one in which his program is registered, the proportions and salary rates (expressed as percentages of the day laborer's hourly rate) specified in the registered program of the contractor or subcontractor will be observed. Each apprentice must be paid at not less than the rate specified in the registered schedule for the apprentice's level of advancement, expressed as a percentage of the journeyman's hourly rate specified in the wage determination. Apprentices will receive fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must receive the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, additional benefits will be paid in accordance with that determination. If the Office of Apprenticeship Training, Labor and Employer Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor may no longer use apprentices at a rate less than the applicable default for work performed until an acceptable schedule is approved.
- (ii) Apprentices. Except as provided in 29 C.F.R 5.16 , apprentices shall not be permitted to work at less than a predetermined rate for work performed, unless they are employed pursuant to a program that has received prior approval, evidenced by a formal certification from the apprentices. USA and individually registered in it. Department of Labor, Employment and Training Administration. The ratio of apprentices to journeymen in the workplace will not be greater than what is allowed under the plan approved by the Employment and Training Administration. Each apprentice must be paid not less than the rate specified in the apprentice's approved schedule, the level of progress of, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Apprentices will receive fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not list fringe benefits, apprentices will be paid the full amount of fringe benefits listed on the wage determination, unless the Wage and Hour Division Administrator determines that an apprenticeship program exists. associated with the applicable journeyman wage rate in determining the salary that provides for less than full fringe benefits for trainees. Any employee on the payroll at an apprentice rate who is not registered and who participates in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in determining wages for the classification of work performed. In addition, any apprentice who performs work on the job site more than the rate allowed by the registered program will be paid no less than the applicable wage rate in determining wages for the work performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor may no longer use apprentices at less than the applicable default rate for work performed until an acceptable program is approved.
- (iii) Equal employment opportunities. The use of apprentices, apprentices, and journeymen under this part shall be in accordance with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R part 30.



- (5) Compliance with the requirements of the Copeland Act. The contractor shall comply with the requirements of 29 C.F.R part 3, which are incorporated by reference into this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert into any subcontract the clauses contained in 29 C.F.R 5.5 (a)(1) through (10) and any other clause that (insert name of Federal agency) may require through appropriate instructions, and a clause that require subcontractors to include these clauses in any lower-level subcontracts. The prime contractor will be responsible for compliance by any subcontractor or subcontractor with all provisions of the contract in 29 C.F.R 5.5 .
- (7) Termination of the contract: disqualification. Failure to comply with the terms of the contract in 29 CFR 5.5 may be grounds for termination of contract and disqualification as a contractor and subcontractor as provided in 29 C.F.R 5.12.
- (8) Compliance with the requirements of the Davis-Bacon Act and Related Laws. All decisions and interpretations of Davis-Bacon and Related Acts contained in 29 C.F.R parts 1, 3 and 5 are hereby incorporated by reference into this agreement.
- (9) Disputes relating to labor standards. Disputes arising out of the labor standards provisions of this contract will not be subject to the general dispute clause of this contract. Such disputes will be resolved in accordance with Department of Labor procedures set forth in 29 C.F.R parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the US Department of Labor, or its employees or representatives.
- (10) Certification of eligibility.
  - (i) By entering this contract, the contractor certifies that neither he (or he or she) nor any person or firm having an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts under section 3 (a) of the Davis-Bacon Act or 29 C.F.R 5.12 (a)(1).
  - (ii) No part of this contract will be subcontracted to any person or company that is not eligible for the award of a government contract under section 3(a) of the Davis-Bacon Act or 29 C.F.R 5.12 (a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Penal Code, 18 U.S.C 1001.

Contract work hours law and safety regulations. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in their entirety into any contract for an amount more than \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5 (a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor that he hires for any part of the contract work that may require or involve the employment of laborers or mechanics shall require or permit such laborer or mechanic in any workweek in which he is employed in such work to work more than forty hours in such work week unless such laborer or mechanic is compensated at a rate of not less than one and one-half times the base rate of pay for all hours worked in excess of forty hours in such work week.

(2) Rape; liability for unpaid wages; damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any responsible subcontractors shall be liable for unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract to the District of Columbia or a territory, to such District or such territory), for damages. Said



liquidated damages shall be calculated with respect to each individual worker or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the amount of \$29 for each calendar day in where said person was required or permitted to work in excess of the standard forty-hour work week without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and damages. The (insert the name of the Federal agency or the recipient of the loan or grant) shall, by his own action or at the written request of an authorized representative of the Department of Labor, withhold or cause to be withheld any monies payable on account of the job. performed by the contractor or subcontractor under such contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, that is in the hands of the same main contractor, the amounts that are determined necessary to satisfy any liability of said contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause established in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert into any subcontract the clauses set forth in paragraph (b)(1) through (4) of this section and a clause that requires subcontractors to include these clauses in any lower-level subcontracts. The main contractor shall be responsible for the compliance by any subcontractor or lower-level subcontractor of the clauses established in paragraphs (b)(1) to (4) of this section.

In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Law and not to any of the other statutes cited in § 5.1, the Head of the Agency shall make or require the contracting officer to insert a clause requiring the contractor or subcontractor to maintain payroll and basic payroll records during the course of the work and retain them for a period of three years from the end of the contract for all workers and Mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly wage rates paid, number of daily and weekly hours worked, deductions made, and actual wages paid. In addition, the head of the agency shall cause or require the contracting officer to insert into said contract a provision that the records to be maintained under this paragraph shall be available to the contractor or subcontractor for inspection, copying, or transcription. by authorized representatives of the (insert agency name) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

e. Copeland Bribery Act

1. The contractor will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as applicable, which are incorporated by reference into this agreement.
2. The Contractor or subcontractor must add in all subcontracts the above clauses and any other clauses that FEMA may require through pertinent instructions, as well as a clause that requires subcontractors to include these clauses in any subsequent subcontracts. The main contractor will be responsible for the compliance of any subsequent subcontractor, with all contractual clauses.
3. Failure to comply with the above contractual clauses may be grounds for termination of the contract and for the exclusion of the subcontractor contractor, as established in 29 C.F.R. § 5.12.

f. Law on Hours Worked Under Contract and Employment Security Regulations



1. No contractor or subcontractor who has a contract that may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic, in any workweek in which he is employed in such work, to work more than forty hours. in that work week unless such worker or mechanic is paid at a rate of not less than one and one-half times the standard rate of pay for all hours worked more than forty hours in the work week.
2. In case of violation of clause (i) of this section, the contractor or subcontractor responsible for enforcing it will be responsible for unpaid wages. In addition, such contractors or subcontractors will submit to the jurisdiction of the United States (or in the case of work performed under contract for the District of Columbia or United States territories, will submit to the jurisdiction of such forums), to answer for Liquidated damages. Said damages and losses will be calculated with respect to each individual worker or mechanic, including watchmen and guards whose rights in clause (i) of this section have been violated, for the sum of \$27 per calendar day in which it was required or allowed the employee to work in excess of the forty hours of the standard work week without receiving the corresponding payment for overtime required in clause (i) of this section.
3. The (name of grant recipient) must, either on its own initiative or at the written request of an authorized representative of the Department of Labor, withhold or procure the withholding of any amount owed to the contractor or subcontractor, under any regular or federal contract, or that receives federal funds, that is subject to the Law of Hours Worked Under Contract and to the Regulations of Employment Security, (subscribed by the same main contractor), for those amounts that may be necessary to satisfy any responsibility for unpaid wages and compensation for damages stipulated in clause (ii) of this section.
4. The contractor or subcontractor must add clauses (i) to (iv) of this section to any subcontracting of services, as well as a clause that requires subcontractors to include these same clauses in any lower-level subcontracting. The main contractor will be responsible for the compliance [pr [ate, of any subcontractor (or lower-level subcontractor) in clauses (i) to (iv) of this section.
5. The Contractor or subcontractor will maintain payroll and basic payroll records during the work and will preserve them for a period of 3 years from the execution of the contract for all laborers and mechanics, including guards and watchmen working under the contract. The records will contain the name and address of each employee, social security number, correct classifications, hourly rates of wages paid, hours worked per day and week, deductions made, and actual wages paid.
6. The Contractor or subcontractor will keep the records maintained under this provision available for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor. The contractor or subcontractor will permit such representatives to interview employees during business hours.

g. Right to inventions made under a contract or agreement

When an allocation of FEMA funds falls under the definition of "funding agreement", and the non-federal entity enters a contract for the substitution of parts, allocation or execution of experimental works, development works or research under said "agreement of funds", the Entity must comply with the requirements of 37 C.F.R. Part 401 and any applicable regulations issued by FEMA.

h. Clean Air Act and Water Quality Control Act



- i. The contractor agrees to comply with all applicable rules, orders, or regulations, required by the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - ii. The contractor agrees to report any violation to (insert name of non-federal entity signing the contract) and understands and agrees that (insert name of non-federal entity signing the contract), in turn, will report or guarantee proper notification of any violation of the law, to the Federal Emergency Management Agency (FEMA), and to the relevant Regional Office of the Environmental Protection Agency (EPA).
  - iii. The contractor agrees to include these requirements in each subcontract that exceeds the amount of \$150,000.00 in funds, totally or partially, from FEMA federal assistance.
  - iv. The contractor agrees to follow all applicable standards, orders, or regulations, in compliance with the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - v. The contractor agrees to report any violation of the (insert name of non-federal entity signing the Contract) and understands and agrees that the (name of non-federal entity signing the contract), in turn, will report the proper Notification to (insert name of intermediary entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Regional Office of the Environmental Protection Agency (EPA).
  - vi. The contractor agrees to include these requirements in each subcontract that exceeds the limit of \$150,000.00, when using federal funds that come wholly or partially from FEMA.
- i. Exemption and Suspension
- i. This contract is a transaction covered by the regulations of 2 C.F.R. 180 and 2 C.F.R. 3000. Therefore, the Contractor must ensure that none of its principals (as defined in 2 C.F.R § 180.995) or its affiliates (as defined in 2 C.F.R § 180.905) are excluded (as defined in 2 C.F.R § 180.940) or disqualified (as defined in 2 C.F.R § 180.935)
  - ii. The contractor must comply with 2 C.F.R § 180, subpart C and 2 C.F.R 3000, subpart C, and must include a requirement to comply with these regulations in any lower level contracting it makes.
  - iii. This certification is a material representation of the facts on which (insert name of recipient/subrecipient/applicant) rests for this contract. If the contractor is later found to have failed to comply with 2 C.F.R 180, subpart C, and 2 C.F.R 3000, subpart C, in addition to the remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue other remedies in law, including, among other things, suspension and exclusion.
  - iv. The Proponent agrees to comply with the requirements of 2 C.F.R 180, subpart C, and 2 C.F.R 3000, subpart C, while this offer is valid and during the period of any contract that may be derived from this offer. The Proponent also agrees to include a provision requiring compliance with these regulations during covered transactions at lower levels.
- j. Byrd Anti-Lobbying Amendment



- i. Contractors requesting or bidding for an assignment with a value of \$100,000.00 or greater must submit a required certification. Each hiring level will certify to the previous level that it will not use and has not used federal funds appropriated to pay persons or organizations for the purpose of influencing or attempting to influence an official or employee of any agency, member of Congress, official or employee of Congress, or an employee of a member of Congress to obtain a federal contract, grant, or any other award covered under 31 U.S.C § 1352. Each level must also disclose any lobbying with non-federal funds that is related to the obtaining of any federal award. Such disclosures will be forwarded from tier to tier to the original recipient who, in turn, will forward the certification(s) to the awarding agency.
- k. Acquisition of recovered materials
- i. In performing this contract, the Contractor will make maximum use of products containing reclaimed materials that are EPA-designated articles, unless the product cannot be procured;
  - ii. Competitively within a period that allows compliance with the contract execution schedule;
  - iii. Fulfilling the requirements of execution of the contract; or at a reasonable price.
  - iv. Information on this requirement, along with the list of EPA-designated items, is available on the EPA website in its guide entitled Comprehensive Procurement Guidelines, which can be accessed at: <https://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program> .
  - v. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
- l. Prohibition on the contracting of covered telecommunications equipment and services
- i. Definitions. According to employees in this clause, the terms "transmission"; “covered foreign government”; “covered telecommunications equipment”; “interconnection agreements”; “networks out of coverage”; “substantial or essential component”; and “telecommunications equipment” will be defined according to FEMA Policy No. 405-143-1 titled “Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim)”.
  - ii. Prohibitions.
    - (1) As of August 13, 2020, for reasons of national security, Section 889(b) of the John S. McCain National Defense Act for Fiscal Year 2019, Act No. 115-232; and 2 C.F.R. § 200.216, prohibits agency heads from using or obligating federal funds, either to cover costs, sign cooperative agreements, loans, or loan guarantees when such transactions are related to certain types of telecommunications entities or products.





- (2) Contractors and subcontractors not exempted by paragraph (c) of this clause, may not use allocations of FEMA funds to cover costs, sign cooperative agreements, loans, or loan guarantees:
  - (i) To acquire or obtain any critical equipment, system, or service that utilizes covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) For the purpose of subscribing, extending, or renewing to acquire or obtain covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; either
  - (iii) To subscribe, extend or renew contracts with entities that use or depend on covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iv) To comply with any contractual, sub-contractual or legal obligation or requirement, provide any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology part of any system.

iii. Exceptions.

- (1) This clause does not prohibit contractors from providing:
  - (i) Services or equipment that connect directly to a third-party facility via pre-approved “out of coverage” links, relays, or services.
  - (ii) Telecommunications equipment that does not allow or does not have the capacity to redirect or display the data of its users or other stored information.
- (2) These restrictions do not apply either implicitly or by law in the following cases:
  - (i) Telecommunications equipment or services that:
    - a. Not used as an essential or substantial component of a system;
    - b. They are not used as critical technology of a system.
  - (ii) Equipment or services that by their nature are not considered covered telecommunications equipment or services.

iv. Duty to Report

- (1) Any contractor that during the term of the contract identifies or becomes aware of the existence of telecommunications equipment or services covered by law, which are also being used as an essential or substantial part of any system or that constitute critical technology for its operation. , must report such information following the processes





described in paragraph (d)(2); unless another reporting mechanism is provided by contract.

(2) A contractor wishing to report an incident described in paragraph (d)(1) of this clause must follow the process described below:

a. Notify within the first business day in which knowledge of the incident was obtained and include in said report: the contract number; the order number (if applicable); the name of the provider; the provider's identification number (if known); the commercial and government supplier code (CAGE), if you know it; the brand, model, part number (original or manufacturer); a description of the system or equipment; and any other information or recommendation that serves to mitigate existing security risks.

b. Within the first 10 business days of making a notification pursuant to paragraph (d)(2)(i) of this clause: any recommendations or additional information available that serve to mitigate possible damages must be provided. In addition, the contractor must describe the efforts taken thus far to either prevent the use or delivery of the covered telecommunications equipment or service and detail future strategies to prevent the use or delivery of the covered telecommunications equipment or service.

v. Subcontracts. The contractor must add the essential parts of this clause, including this paragraph (e) in all its subcontracting or agreements with third parties."

m. Preferential treatment for the purchase of national or domestic products

To the extent possible, as appropriate or under the limitations made by federal law, the contractor will give preference to the purchase, acquisition and use of domestic goods or materials, produced within the United States. This includes, but is not limited to: iron, aluminum, steel, cement or other products manufactured in the country.

For purposes of this clause: "Produced in the United States" means iron or steel materials that are manufactured in the United States, from the initial casting stage to the application of material layers for finishes.

"Manufactured product" means any material composed in whole or in part of ferrous metal elements such as aluminum, plastics, or polymer clay such as polyvinyl chloride-based pipes; concrete mixes; wood and glass, including fiber optics.

n. Access to Records

i. The contractor agrees to provide (insert name of non-federal entity), (insert name of intermediary entity, if applicable), to the FEMA administrator, the Comptroller General of the United States or any of their representatives authorized access to any books, documents, papers, and records of the contractor that are directly relevant to this contract for the purpose of conducting audits, inspections, extracts, and transcripts.



- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or copy extracts and transcripts as reasonably necessary.
- iii. The contractor agrees to provide the FEMA Administrator or its authorized representatives with access to construction sites or other work sites related to work being completed under the contract.
- iv. Pursuant to section 1225 of the Recovery Reform Act of 2018, the (insert name of non-Federal entity) and the Contractor acknowledge and agree that nothing in this contract is intended to prohibit internal audits or reviews by the FEMA Administrator or the Comptroller General of the United States.

o. Changes

Every contract will include a change clause describing how, if possible, either party can make changes to alter the method, price, or schedule of work without violating the contract. The language of the clause may vary depending on the nature of the contract and the item(s) purchased.

p. Use DHS Seal, Logo, and Flags

The contractor will not use the seal (s) of DHS (United States Department of Homeland Security), logos, shields or reproductions of flags or likenesses of DHS agency officials without the specific prior approval of FEMA. The contractor will include this provision in any subcontract.

q. Compliance with federal laws, regulations, and executive orders

This is a statement that FEMA financial assistance will be used to finance the contract in whole or in part. The contractor will comply with all federal laws, regulations, executive orders, policies, procedures, and directives of FEMA.

r. Absence of obligation on the part of the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligation or liability to the non-federal entity, contractor, or any other party in connection with any matter resulting from the contract.

s. Program Management Fraud, Fraudulent Statements Related Acts

- i. The contractor acknowledges that 31 USC cap. 38 (Administrative Remedies for False Statements and Claims) applies to your actions under this contract.
- ii. The Contractor certifies or affirms the truth and accuracy of any statement that he has made, will make, may make, or will be made in connection with this contract. The Contractor agrees to include the above language in each subcontract under this contract, modified only to identify the subcontractor that will be subject to these provisions.

t. Affirmative Socioeconomic Steps for the Inclusion of Minorities and Diverse Sectors



In the case of subcontracting, the prime contractor must take all steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that businesses and minority groups, businesses and businesses operated by women, and businesses located in areas with high labor demand are used when possible.

u. Intellectual property and copyright

The contractor grants to (insert name of non-federal entity) a global, free, royalty-free, non-exclusive, and irrevocable license to use the information or discoveries made during this contract, which includes the right to reproduce, publish, use, reference or allude in related works, distribute, display, or publicly present such information or findings. If data or information previously discovered in other studies is required, to fulfill the contract, the contractor must describe and credit the work to its author or acquire the necessary use permits to use said work in the same way that it would use any original discovery, done during the contract. "Discovery" shall be used in reference to any work covered by copyright under 17 U.S.C. § 102; understood, written reports, literary work, digital programs or code sources, music, choreography, photos, images, graphic illustrations, sculptures, videos, films, or any other type of auditory, visual, or architectural work. Upon or before the termination of the contract, the Contractor shall provide to (insert name of non-Federal entity) information first discovered during the contract or any other information that was necessary to make the original discoveries, in an accessible manner, in a format acceptable to (insert name of non-Federal entity)."

v. Drug Free Workplace Act

The Contractor certifies that it will maintain a drug-free work environment. It also certifies the publication and distribution of material related to the prohibition of controlled substances and the sanctions to which they are subject and that drug detection and prevention programs have been established. The Contractor will inform the contractor in the event of a conviction for drugs in the workplace and the disciplinary measures that will be taken against any employee convicted of crimes related to the use and abuse of controlled substances in accordance with the "Free Workplace Law of drugs".

w. *HUD General Provisions and other federal provisions, statutes, regulations and PRDOH requirements*

Refer to Attachment VII.



**ATTACHMENT I – PROPONENT’S STATEMENT OF QUALIFICATIONS**

**Proponent’s Information:**

<b>PROPONENT INFORMATION</b>	
Proponent’s name:	
Social Security or Employer Social Security:	
Email:	Phone Number:
Postal Address:	
<b>POINT OF CONTACT</b>	
Name:	Position:
Fax:	Phone Number:
Email:	
Physical Address:	

**For foreign entities only:**

<b>Foreign Entity</b>	
Resident Agent Name:	
Fax:	Phone Number:
Email:	
Postal Address:	
Physical Address:	

The Proponent accepts and acknowledges:

- Have read the **invitation for the Request for Qualifications** certifying understanding and acceptance of it by presenting their qualifications.
- Having read the **bidding documents, including its annexes** which are an integral part of it, certifying by presenting their qualifications statement the understanding and acceptance of each of the clauses contained therein.
- Having read the **instructions, terms and conditions** included in the bidding documents, certifying by presenting their qualification statement and proposal their understanding and acceptance.
- Have received and read all responses to the questions of the proponents, summarized in the **Request for Clarification** document.
- Have received and read all the **amendments** to the bidding documents, if any.



- Have read and understood the **notifications** related to the RFQ process.
- That there are no facts or circumstances that may give rise to an apparent, potential or real, organizational or personal **conflict of interest**, for the Proponent or proponent or their personnel, regarding this RFQ process, with the General Services Administration (ASG) and PRIDCO.
- That the statement of qualifications and proposal presented is genuine, true and **not collusive or false**. In addition, that the Proponent has not colluded, conspired, colluded or agreed, directly or indirectly, with any Proponent or any person to make a statement of qualifications and false proposal or refrain from bidding, submitting a proposal and statement of qualifications.
- That the proponent authorizes the General Services Administration (ASG) and the Bid Board to verify, corroborate and validate, by any means, the information that is part of the statement of qualifications or proposal, including the references provided.

**Certification:**

I, \_\_\_\_\_, hereby AFFIRM AND CERTIFY that I am authorized to sign this statement of qualifications and proposal, and that my name and signature are duly registered in the Unique Registry of Bidders (“RUL”) of the General Services Administration (ASG) or will be registering within five (5) days from the Opening Act, as provided in Regulation No. 9230 of November 18, 2020. I, in turn, CERTIFY ACKNOWLEDGE AND ACCEPT the statements detailed above, in addition to my obligation regarding compliance with all the requirements, terms and conditions during the bidding process, as well as during the term of the contract that is awarded in due course.

Signature of the Authorized Representative of the Proponent: \_\_\_\_\_

Date: \_\_\_\_\_





AND IN WITNESS WHEREOF, I sign this certification in \_\_\_\_\_,

(city)

\_\_\_\_\_, today \_\_\_\_\_, 202\_\_.

(state)

\_\_\_\_\_  
Signature

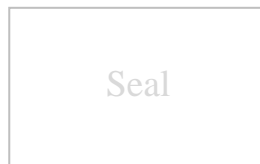
**Affidavit Number:** \_\_\_\_\_

**SWORN TO AND SUBSCRIBED before me by** \_\_\_\_\_, of the aforementioned personal circumstances, in his/her capacity of \_\_\_\_\_ of the \_\_\_\_\_ and whom do I identify by \_\_\_\_\_.

In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary's name

\_\_\_\_\_  
Notary's signature







**ATTACHMENT III - ASG 674**

(certification that has erasures, erasures or corrector will not be accepted)

I \_\_\_\_\_, adult, (civil status) \_\_\_\_\_,  
(profession) \_\_\_\_\_, and resident of \_\_\_\_\_, as  
\_\_\_\_\_ of the \_\_\_\_\_, certify that at a  
meeting held on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which was attended by the statutory quorum, it was  
resolved to authorize the persons named below, so that any of them, on behalf of and on behalf of this Corporation,  
may appear at the processes of purchase of non-professional goods and services carried out by the agencies of the  
Executive Branch of the Government of Puerto Rico, public corporations and municipalities, as well as signing  
offers and subscribing contracts and all types of documents required as part of said appearance, for which that their  
signatures, which are recorded in this document, bind this (type of business)\_\_\_\_\_.

First Name and Last Name	Position	Signature

In my capacity as \_\_\_\_\_ of the (type of business) \_\_\_\_\_, I further certify  
that the Resolution transcribed above has not been revoked, annulled or amended in any way and that it remains  
in full force and vigour.

IN WITNESS WHEREOF, I sign this document and affix the seal of the \_\_\_\_\_.

In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Signature of the Declarant

**AFFIDAVIT**

**Affidavit Number:** \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me by \_\_\_\_\_, of the aforementioned  
personal circumstances, in his capacity as \_\_\_\_\_ of the \_\_\_\_\_  
(type of business) and whom I identify through \_\_\_\_\_.

In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Notary's name



\_\_\_\_\_  
Notary's signature





AND IN WITNESS WHEREOF, I sign this certification in \_\_\_\_\_,  
\_\_\_\_\_, today \_\_\_\_\_, 202\_\_.  
(state) (city)

\_\_\_\_\_  
Signature

**Affidavit Number:** \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me by \_\_\_\_\_, of the aforementioned  
personal circumstances, in his capacity as \_\_\_\_\_ of the \_\_\_\_\_  
(type of business) and whom I identify through \_\_\_\_\_.

In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary's name



\_\_\_\_\_  
Notary's signature



**ATTACHMENT V – INFORMATION PROPONENT SHOULD SUBMIT THROUGH THE  
PRESENTATION LETTER**

The Proponent will present as part of its offer a Presentation Letter whose content will be as indicated below. The Proponent may submit the information through attachments to the Presentation Letter.

1. The Proponent will present a corporate profile that includes,
  - a. Name of the Proponent (company or individual), who presents the statement of qualifications
  - b. Name of the owner/principal/partners of the entity (Proponent)
  - c. Physical address of the Proponent 's main office
  - d. Information of the representative authorized by the Proponent
    - i. Name
    - ii. Position
    - iii. Email
    - iv. Phone
  - e. Type of Organization of the Proponent
2. Details of the type of services provided and/or provided by the Proponent
3. Organizational chart of the staff of the organization/entity (Proponent) that includes the full name and position of each person
4. Year of foundation of the organization/company (Proponent)
5. Summary on the history of the organization/entity (Proponent)
6. Provide information about the officials and partners of the organization/entity that indicates their limits on their authority in the company.
7. Organizational chart of the key personnel (Project Engineer, Project Manager, Site Superintendent, Quality Control Manager, Health and Safety Officer, Licensed Surveyor and Marine Biologist) proposed by the Proponent for the development of the project. For this, the Proponent will carry out an analysis of the skills, experience, professional and technical capacity for the fulfillment of the functions, roles, and responsibilities of the assigned position.
8. Detail of the role of the work team proposed for the development of the project.
9. List of Subcontractors (entities and/or people) that propose for the development of the project.
10. List of Suppliers that propose for the development of the project.
11. Copy of the licenses and/or professional credentials of the proposed personnel, for the project, where the designated role requires them.
12. Listing of ongoing projects that are similar in nature to the scope of work, including: expected completion date, amount, contracted scope of work summary, and project owner information (name of owner, name of contact person, phone number and email address). In addition, for each project, the Proponent must



present the organization chart of the personnel, including subcontractors, who are part of the project work team.

13. List of projects in progress that is of a nature other than the scope of work that includes: expected completion date, amount, summary of the contracted work scope and information of the project owner (name of the owner, name of the contact person, phone number and email address). In addition, for each project, the Proponent must present the organization chart of the personnel, including subcontractors, who are part of the project work team.
14. At least three (3) letters of written reference that contain the efficiency and effectiveness of the Proponent before the development of projects carried out. The letters will include the information of the entity that issues the same, understand the name of the contact person, along with their email address and telephone number.
15. List of completed projects that were executed and developed in marine areas, including: expected completion date, amount, summary of the contracted work scope, and information on the project owner (name of the owner, name of the contact person, phone number and email address). In addition, present the organization chart of the personnel, including subcontractors, who are part of the project work team.
16. Provide the “Worker's Compensation Insurance Experience Modification Rate (EMR)”, “Total Recordable Frequency Rate (TRFR)” for incidents and “Total Number of Recorded Man Hours (MH)” in the last 3 years and the history of EMR, TRFR and MH for the past 3 years from any proposed subcontractor that will provide work at 10% or more of the bid price. Provide documentation of your organization/entity's EMR history and subcontractors.
17. By writing, with no more than 3 pages per project, the Proponent will present five (5) projects with the same or similar nature to the Scope of Work described in this document that have been completed for an amount equal to or greater than \$100M. For each project it will be indicated,
  - a. Name of the company that developed the project work
  - b. Roles of each member (Main Contractor, subcontractors, partners, among others)
  - c. Project's name
  - d. Project localization
  - e. Project Owner Information
  - f. Owner's name
  - g. Information of the contact person (name, email address and telephone)
  - h. Start date
  - i. Finish date
  - j. Total amount of the project, expressed in dollars and cents
  - k. Description of the project and detail of the participation of the Proponent in the project
  - l. Project size, expressed in square feet
  - m. Narrative of the work, including the main disciplines and jobs involved. It is important that as part of the document the Proponent identifies the work carried out by it, by subcontractors and some other entity and/or person
  - n. Photos of the finished project (at least 2 panoramic photos)





21. Provide a list of construction projects with allocation of FEMA funds.
22. Provide a list of construction projects with allocation of CDBG-DR funds.
23. Provide the professional profile of key personnel in writing containing a maximum of 2 pages per profile. Key personnel will be the Project Engineer, Project Manager, Site Superintendent, Quality Control Manager, Health and Safety Officer, Surveyor Licensed and Marine Biologist. Key personnel must have no less than 5 years of experience (occupying the position indicated in the Organization Chart presented for this project), in construction projects except the Project Manager who must have no less than 10 years of experience.
24. The Project Engineer will be a Professional Engineer, so his professional profile will include a copy of his professional licensed.
25. The Licensed Surveyor will include a copy of her professional licensed.
26. The Project Manager will be a Professional Architect and/or Professional Engineer, so his professional profile will include a copy of his professional licensed.
27. The professional profile of the Health and Safety Officer will be accompanied by the certification and/or card that accredits the 30 hours of OSHA for construction.
28. The Proponent must clearly indicate if a person and/or resource will be assigned to more than one responsibility and/or position in the project and explain how this does not represent a negative effect for the development of the project.
29. The Proponent will inform how the projects, services and current workload of the Project Manager, Site Superintendent, Quality Control Manager, Health and Safety Officer, Surveyor Licensed and Marine Biologist do not represent a conflict with the execution of the project.
30. The Proponent shall indicate the immediate availability of the Project Manager, Site Superintendent, Quality Control Manager, Health and Safety Officer, Surveyor Licensed and Marine Biologist to begin executing their responsibilities.
31. The Proponent will present a Work Plan that is directed to the development of project activities.
32. Information (model, brand, and year) and photos of the equipment and vehicles the Proponent propose to use, necessary for the development of the activities described in the Scope of Work.
33. Narrative (maximum 2 pages, single spaces, Font 12, Times New Roman) by which you express your understanding of the activities contemplated in the Scope of Work.
34. Narrative (maximum 2 pages, single spaces, Font 12, Times New Roman) in which you present your approach to the development of the project considering a work plan aimed at carrying out the activities contemplated in the Scope of Work and presenting the answers to the following questions,
  - a. Express in a clear and detailed way the understanding of the scope of work
  - b. What approach(s) will you implement for the project?





- c. What is its pre-feasibility and method for the constructiveness of the project?
  - d. What is the proposed construction method?
  - e. What are the specific stages of the proposed project management process?
  - f. What activities and/or techniques will be used to form the work team?
  - g. How will you resolve a conflict that arises in the work team, related to deliveries for the execution of activities?
  - h. What controls are contemplated to maintain the deliveries established in the Scope of Work?
  - i. How will the effects of the pandemic, COVID-19, be mitigated in the development of project activities?
  - j. What measures will you implement to not interrupt drinking water services at any time during the development of project activities?
35. Time Schedule, where the delivery times of materials, drying times and any other additional activities that are necessary and impact the time to complete the work detailed in the Scope of Work are considered. The Proponent will specify the milestone and project deliverables.
36. Indicate the measures to mitigate the impact of situations on the activities of the work.
37. Provide information about the surety company that will issue the sureties required in this RFQ including company name, physical address, telephone number, and the name of the surety company's authorized representative.
38. Provide information about the insurance company that will issue the insurance required in this RFQ, including the name of the company, physical address, telephone number, and the name of the authorized representative of the insurance company.
39. Provide a copy of the Proponent's Certificate of Insurance (COI).



**ATTACHMENT VI – EVALUATION CRITERIA**

First Phase of the Request for Qualifications  
**RFQ 24J-04657-R1**

ITEM		RUBRIC	ANSWER
<b>FIRST PART</b>			
1	Physical (In-person) delivery of the proposal	Yes = Continue with the evaluation No = Discarded	Yes
2	Electronic submission of the proposal	Yes = Continue with the evaluation No = Discarded	Yes
3	Presentation letter	Yes = Continue with the evaluation No = Discarded	Yes
4	Bond Capacity	Yes = Continue with the evaluation No = Discarded	Yes
5	Supporting evidence of the Bidder's insurance (Certificate of Insurance)	Yes = Continue with the evaluation No = Discarded	Yes
6	Supporting evidence of eligibility in the active registry of the System Award Management (SAM)	Yes = Continue with the evaluation No = Discarded	Yes
7	Certification on No Conflict of Interest	Yes = Continue with the evaluation No = Discarded	Yes
8	Anti-Lobbying Certification	Yes = Continue with the evaluation No = Discarded	Yes
9	Subcontract and 41 CFR Part 60-1 Certification	Yes = Continue with the evaluation No = Discarded	Yes
10	Credit line	Yes = Continue with the evaluation No = Discarded	Yes
			<b>RESULT:</b>



SECOND PART			
ITEM		RUBRIC	MAXIMUM SCORE
<b>Past Performance - 25%</b>			
1	Past projects of the same or similar nature to the Scope of Work described in this document that have been developed for an amount equal to or greater than \$100M	0 = 0 pt.	5
		$1 \leq x \leq 2 = 1$ pts.	
		$3 \leq x \leq 4 = 3$ pts.	
		$\geq 5 = 5$ pts.	
2	Recommendation letters	1 c/u	3
3	Projects of a different nature within the scope of work of this document that have been developed for an amount equal to or greater than \$100M	0 = 0 pt.	5
		$1 \leq x \leq 2 = 1$ pts.	
		$3 \leq x \leq 4 = 3$ pts.	
		$\geq 5 = 5$ pts.	
4	Works in marine areas	Yes = 3 pts.	3
		No = 0 pts.	
Score Assigned for Proponent's past performance:			
<b>Financial capability - 15%</b>			
1	Current Assets ÷ Current Liabilities	$\geq 1.0 =$ Yes	Yes
		$< 1.0 =$ No	
2	Credit line	$\geq \$1M =$ Yes	Yes
		$< \$1M =$ No	
Determination of the Proponent's financial capacity:			



Technical Capacity- 25%			
1	Construction projects with FEMA funds allocation	Yes = 5 pts. No = 0 pts.	5
2	Construction Projects with CDBG-DR Fund Allocation	Yes = 10 pts. No = 0 pts.	10
3	Construction Projects with CDBG-MIT Fund Allocation	Yes = 10 pts. No = 0 pts.	10
4	Project Engineer	0 = 0 pts. $1 \leq x \leq 4 = 1$ pts. $5 \leq x \leq 9 = 3$ pts. $\geq 10 = 5$ pts.	5
5	Project Manager	0 = 0 pts. $1 \leq x \leq 4 = 3$ pts. $5 \leq x \leq 9 = 7$ pts. $\geq 10 = 10$ pts.	10
6	Construction Superintendent	0 = 0 pts. $1 \leq x \leq 4 = 1$ pts. $5 \leq x \leq 9 = 3$ pts. $\geq 10 = 5$ pts.	5
7	Occupational Safety Manager	0 = 0 pts. $1 \leq x \leq 4 = 1$ pts. $5 \leq x \leq 9 = 3$ pts. $\geq 10 = 5$ pts.	5
8	Quality Control Manager	0 = 0 pts. $1 \leq x \leq 4 = 1$ pts. $5 \leq x \leq 9 = 3$ pts. $\geq 10 = 5$ pts.	5
9	Licensed Land Surveyor	0 = 0 pts. $1 \leq x \leq 4 = 1$ pts. $5 \leq x \leq 9 = 3$ pts. $\geq 10 = 5$ pts.	5
10	Marine Biologist	0 = 0 pts. $1 \leq x \leq 4 = 1$ pts. $5 \leq x \leq 9 = 3$ pts. $\geq 10 = 5$ pts.	5

Score assigned for the Proponent's technical capacity:



<b>Project Approach - 35%</b>			
1	Understanding the Scope of Work	Outstanding = 5 pts.	5
		Satisfactory = 3 pts.	
		Deficient = 0 pts.	
2	Narrative about the approach considered for the development of the work	Outstanding = 5 pts.	5
		Satisfactory = 3 pts.	
		Deficient = 0 pts.	
3	Method and techniques considered for the development of the work	Outstanding = 5 pts.	5
		Satisfactory = 3 pts.	
		Deficient = 0 pts.	
4	Work itinerary and measures to mitigate the impact of situations on the activities of the work	Outstanding = 8 pts.	8
		Satisfactory = 3 pts.	
		Deficient = 0 pts.	
Score assigned for the Proponent's project approach criterion:			
<b>SECTION 3 AND/OR M/WBE (BONUS)</b>			
1	Certification or evidence accrediting participation in the Section 3 or M/WBE	Yes= 5%	5
		No = 0%	
Participation Section 3 or M/WBE certification of the Proponent:			



**ATTACHMENT VII – HUD GENERAL PROVISIONS AND OTHER FEDERAL PROVISIONS,  
STATUTES, REGULATIONS AND PRDOH REQUIREMENTS**

For contracts that will be funded in whole or in part with HUD Community Development Block Grant (CDBG) funds, English), the clauses listed below are necessary to ensure compliance with the program requirements.

The following terms and conditions apply to any contract for which a portion of the funds are derived from a grant awarded by the United States Department of Housing and Urban Development ("HUD"). In addition, the Agency and the Contractor shall comply with the Federal Labor Standards Provisions set forth in HUD Form 4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

These general provisions may be updated periodically. It is the sole responsibility of the Agency and the Contractor to be aware of any changes to the present, to modify and implement such changes and to ensure that the terms and conditions of the subcontracts are modified as necessary, if applicable.

1. Provisions Required By Law Deemed Inserted - Any and all provisions of law and clauses required by law to be inserted into this Agreement shall be deemed inserted herein and the Agreement shall be read and executed as if it had included herein, and if by mistake or otherwise such provision is not inserted, or is not correctly inserted, then, at the request of either party, the Agreement shall be physically amended immediately to make such insertion or correction.
2. Legal and Regulatory Compliance - The Agency and the Contractor shall comply with all laws and regulations applicable to Community Development Block Grant-Disaster Recovery funds allocated by the Supplemental Appropriations for Disaster Management Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 ("Appropriations Act"), as amended, including, but not limited to, applicable Office of Management and Budget circulars, which may affect the administration of funds and establish certain cost principles, even if certain expenses are allowed."
3. Breach of the Terms of the Agency Agreement - The Agency and the Contractor reserve the right to all administrative, contractual, or legal remedies, including, but not limited to, the suspension or termination of this contract, in cases where the Agency or any of its subcontractors violates or breaches any term of the contract. If the Agency or any of its subcontractors violate or fail to comply with any term of the contract, they will be subject to the corresponding sanctions and penalties. The duties and obligations imposed by the contract documents, and the rights and remedies available thereunder, shall be in addition to and not limit the duties, obligations, rights, and remedies imposed or available by law.
4. Reporting requirements - The Agency will complete and submit all the reports, in the form and according to the schedule, that are required by PRDOH and the Government of Puerto Rico. The Agency will cooperate with all efforts by PRDOH and the Government of Puerto Rico to comply with HUD requirements and regulations related 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, PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, will have at any time and from time to time during normal business hours, access to any work product, books, documents, papers and records of which are related to this Contract, for the purposes of inspection, auditing, examination and making extracts, copies and transcriptions.





6. Record Maintenance/Retention – The Agency and Contractor will retain all official records of individual programs and activities for five (5) years, whichever is longer, from the close of the PRDOH-HUD grant. , or the end of the affordability period for each home. activity, whichever is longer. If any other laws 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 began before the expiration date of their retention, will be retained until the completion of the action and resolution of all matters or the end of five ( 5) regular days. period of one year, whichever is longer. (See 2 C.F.R. § 200.333 and 24 C.F.R. § 570.490(d).)
7. Small and Minority Businesses, Women's Business Enterprises, and Surplus Labor Area Businesses - The Agency and Contractor will take affirmative steps necessary to ensure that minority businesses, women's business enterprises, and surplus labor area businesses Surplus labor is used in subcontracting where possible. Steps include, but are not limited to:
8. Placing qualified minority and small business and women-owned business enterprises on solicitation lists;
9. Ensure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
10. Divide the total requirements, where economically feasible, into smaller tasks or quantities to allow for maximum participation by small and minority businesses and women's business enterprises;
11. Establish delivery schedules, where the requirement allows, that encourage the participation of small and minority businesses, and women's business enterprises; and
12. Utilize the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In addition, for contracts of \$10,000 or more, the Agency and Contractor must file HUD Form 2516 (Contract and Subcontract Activity) with Housing on a quarterly basis.

13. Rights to Inventions Made Under 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 inventions pursuant to 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Enterprises Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by HUD.
14. Title VI of the Civil Rights Act of 1964 - The Agency and the Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in any program or activity that receives federal funds or other federal financial assistance. Programs that receive federal funds may not distinguish between individuals based on race, color, or national origin, either directly or indirectly, in the types, quantity, quality, or timeliness of program services, aids, or benefits. benefits they provide or the way in which they are provided. This prohibition applies to intentional discrimination, as well as 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 should be removed unless a recipient can demonstrate that they were necessary to achieve a legitimate non-discriminatory objective.



15. Section 109 of the Housing and Community Development Act of 1974 - The Agency and the Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States based on race , color, national origin, or sex shall be excluded from participating in, denied the benefits of, or discriminated against under any program or activity financed in whole or in part with funds available under this title. Section 109 further provides that discrimination based on age is prohibited under the Age Discrimination Act 1975 or in respect of a qualified disabled person under section 504 of the Rehabilitation Act 1973, as amended.
16. Section 504 of the Rehabilitation Act of 1973 - The Agency and the Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations. The Agency and the Contractor agree that no qualified person with a disability shall be excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity receiving federal funds, solely based on his or her disability. HUD assistance.
17. Age Discrimination Act of 1975 – The Agency and the 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, based on age, shall be excluded from participation, denied benefits, or discriminated against under any program or activity receiving federal financial assistance.
18. Debarment, Suspension, and Ineligibility - The Agency and the Contractor represent and warrant that neither the Agency nor its subcontractors are disabled, suspended, or excluded or ineligible to participate in federal assistance programs subject to 2 C.F.R. Part 2424.
19. Conflict of Interest - The Agency and the Contractor will notify PRDOH as soon as possible if this Contract or any aspect related to the work anticipated under this Contract raises an actual or potential conflict of interest (as defined in 2 C.F.R. § 200.318(c) , if appropriate). The Agency and the Contractor shall explain the actual or potential conflict in writing in sufficient detail for PRDOH to evaluate the actual or potential conflict. The Agency and the Contractor will provide HOUSING with any additional information necessary to fully assess and address said actual or potential conflict of interest. Agency and Contractor will agree to any reasonable conflict mitigation strategy employed by PRDOH, including, but not limited to, the use of independent subcontractors to perform the portion of the work giving rise to the actual or potential conflict.
20. Subcontracting - When subcontracting, the Agency and the Contractor will solicit and engage such subcontractors in a manner that establishes fair competition. Some of the situations considered restrictive of competition include, but are not limited to:
  - a. Impose unreasonable requirements on companies to qualify to do business;
  - b. Require unnecessary experience and excessive bonding;
  - c. Non-competitive pricing practices between firms or between affiliated Companies;
  - d. Non-competitive awards to consultants who have retention contracts,
  - e. Organizational conflicts of interest;
  - f. Specify only one branded product instead of allowing the same product to be offered and describe the performance of other relevant procurement requirements; and
  - g. Any arbitrary action in the recruitment process.

Agency and Contractor represent to PRDOH that all work will be performed by personnel with experience in the appropriate and applicable profession and areas of expertise, considering the nature of the work to be performed under this Contract.



The Agency and the Contractor will include these HUD General Provisions in each subcontract it issues, so that such provisions are binding on each of its subcontractors, as well as the requirement to extend such terms to all lower-tier subcontractors.

21. Assignability - Agency and Contractor may not assign any interest in this Agreement and will not transfer any interest therein (whether by assignment or novation) without PRDOH's prior written approval.
22. Indemnification - The Agency and the Contractor will indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against all claims, actions, demands, charges, and judgments that arise out of or are related to with the negligence or intent of the Agency and the Contractor in the provision of the services provided for in this contract.
23. Copeland "Anti-Kickback" Law (applicable to all construction or repair contracts) - The wages of personnel performing work under this Contract will be paid unconditionally and at a frequency of not less than once a month without deduction or reimbursement to any account, except only those payroll deductions that are required by law or permitted by applicable regulations issued by the Secretary of Labor. pursuant to Copeland's "Anti-Bribery 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 Agency will comply with all applicable "Anti-Bribery" regulations and will insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance with such regulations by subcontractors and will be responsible for filing the affidavits required from subcontractors under the same, except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements of the same.
24. Contract Work Hours Law and Safety Standards (applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 involving the employment of mechanics or laborers) - Agency and Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) supplemented by Department of Labor regulations (29 C.F.R. Part 5). All workers and mechanics employed by the Agency, Contractor, or subcontractors shall receive overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, and the Agency, Contractors, and subcontractors shall comply with all regulations issued pursuant to that law. and with other applicable federal laws and regulations related to labor standards.
25. Davis-Bacon Act (applicable to construction contracts exceeding \$2,000 where required by federal program legislation) - The Agency and Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a through 276a-7) supplemented per Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by the Agency, Contractor, or subcontractor, including employees of other governments, in construction work assisted under this Contract, and subject to the provisions of federal laws and regulations listed in this paragraph, shall receive wages at rates not less than those prevailing in similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. Semi-annually, the Agency and Contractor shall submit HUD Form 4710 (Semi-Annual Report on Labor Standards Compliance) to PRDOH.
26. Termination for cause (applicable to contracts greater than \$10,000) - if, for any reason, the Agency and the Contractor fail to comply in a timely manner with their obligations under this contract, or if the Agency and the Contractor violate any of the covenants, agreements or stipulations of this contract, the Agency and the Contractor shall have the right to terminate this contract by notifying the Agency and the Contractor in writing of said termination and specifying the effective date of the same, 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 Agency and Contractor under this



agreement, at Agency and Contractor's option, shall become the property of Agency and Contractor and Agency and Contractor shall be entitled to receive fair and just compensation for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Agency and the Contractor shall not be released from liability before the Government of Puerto Rico and Housing for damages suffered by the Government of Puerto Rico and Housing by virtue of any breach of the Agreement by the Agency and the Contractor. , and the Government of Puerto Rico and HOUSING may withhold any payment to the Agency and the Contractor for the purpose of compensation until such time as the exact amount of damages owed to the Government of Puerto Rico and HOUSING of the Agency and the Contractor is determined.

27. Termination for convenience (applicable to contracts greater than \$10,000) - The Agency and the Contractor may terminate this contract at any time by providing written notice to the Agency and the Contractor at least ten (10) days in advance. if the contract is terminated by the Agency and the Contractor as provided herein, the Agency and the Contractor shall be paid for the time provided and the expenses incurred up to the date of termination.
28. Section 503 of the Rehabilitation Act of 1973 (applicable to contracts greater than \$10,000) - The Agency and the Contractor shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulation.
29. Equal Opportunity for Workers with Disabilities:
  - a. The Agency and the Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability with respect to any position for which the employee or applicant for employment is qualified. The Agency and the Contractor agree to take affirmative action to employ, advance in employment, and treat qualified individuals with disabilities without discrimination since their physical or mental disability in all employment practices, including the following:
    - *Recruitment, advertising, and job application procedures;*
    - *Hiring, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;*
    - *Rates of pay or any other form of compensation and changes in compensation;*
    - *Job assignments, job classifications, organizational structures, job descriptions, progression lines, and seniority lists;*
    - *Leave of absence, sick leave, or any other leave;*
    - *Supplemental benefits available by virtue of employment, whether administered by the Agency and the Contractor;*
    - *Selection and financial support for training, including apprenticeships, professional meetings, conferences and other related activities, and selection for licenses to continue training;*
    - *Activities sponsored by the Agency and the Contractor including social or recreational programs; and*
    - *Any other term, condition, or privilege of employment.*
  - b. The Agency and the Contractor agree to comply with the relevant rules, regulations and orders of the Secretary of Labor issued in accordance with the Law.



- c. In case of non-compliance by the Agency and the Contractor with the requirements of this clause, actions may be taken for non-compliance in accordance with the pertinent rules, regulations and orders of the Secretary of Labor issued in accordance with the Law.
  - d. The Agency and the Contractor agree to post in conspicuous places, available to employees and applicants for employment, notices in the form 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 Agency's and Contractor's obligation under the law to take affirmative action to employ and promote in employment qualified employees and applicants with disabilities. The Agency and Contractor must ensure that applicants and employees with disabilities are informed of the content of the notice (e.g., the Agency and Contractor may have the notice read to a visually impaired person or may download the notice published so that it can be read by a person in a wheelchair).
  - e. The Agency and the Contractor shall notify each labor organization or representative of the workers with whom it has a collective bargaining agreement or other contractual agreement, that the AGENCY AND THE CONTRACTOR are subject to the terms of Section 503 of the Law of Rehabilitation of 1973, as amended, and undertakes to take affirmative measures to employ and promote in employment persons with physical or mental disabilities.
    - The Agency and the Contractor shall include the provisions of this clause in any subcontract or purchase order more than \$10,000, unless they are exempted by the rules, regulations or orders of the secretary issued pursuant to Section 503 of the Act, as amended. , for which said provisions will be binding for each subcontractor or supplier. The Agency and the Contractor will take such action with respect to any subcontract or purchase order that the Deputy Assistant Secretary for Federal Contract Compliance Programs may order to enforce such provisions, including action for noncompliance.
30. Equal employment opportunity (applicable to construction contracts and subcontracts greater than \$10,000)
- The Agency and the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," according to amended by Executive Order 11375 of October 13, 1967, and as supplemented by the regulations of the Department of Labor (41 CFR chapter 60). During the execution of this Agreement, the Agency and the Contractor agree as follows:
    - a. The Agency and the Contractor will not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin. The Agency and the Contractor will take affirmative steps to ensure that applicants for employment are employees, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but is not limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; dismissal or termination; pay rates or other forms of compensation; and selection for training, including apprenticeships.
    - b. The Agency and the Contractor shall post in conspicuous places, available to employees and applicants for employment, the notices to be provided by the Contracting Officer that establish the provisions of this non-discrimination clause. the Agency and the Contractor shall declare that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.





- c. The Agency and the Contractor shall, in all applications or advertisements for employees made by or on behalf of the Agency and the Contractor, indicate that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - d. The Agency and the Contractor will send to each union or representative of the workers with whom it has a collective bargaining agreement or other contract or understanding, a notice, which will be provided by the contracting officer of the Agency, informing the union or representative of Agency workers and Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Agency and the Contractor shall comply with all the provisions of Executive Order 11246 of September 24, 1965, and the pertinent rules, regulations, and orders of the Secretary of Labor.
  - f. The Agency and the Contractor shall provide all the 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 in accordance therewith, and will allow access to the books, records and accounts by the Contracting Agency and the Secretary of Labor for investigative purposes to verify compliance with such rules, regulations, and orders.
  - g. In the event of a breach by the Agency and the Contractor of the non-discrimination clause of this Agreement or any such rules, regulations or orders, this Agreement may be canceled, rescinded or suspended in whole or in part and the Agency and Contractor may be declared ineligible for future government contracts in accordance with the procedures authorized in Executive Order 11246 and any other sanctions that 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 provided by law.
  - h. The Agency and the Contractor shall incorporate the provisions of 1 to 7 above in each subcontract or purchase order, unless they are exempted by rules, regulations, or orders of the Secretary of Labor, so that said provisions are binding on said subcontractor. The Agency and the Contractor will take such action with respect to any subcontract or purchase order that the Contracting Agency may indicate as a means of enforcing such provisions, including penalties for non-compliance, provided, however, that in the event that the Agency and the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the Contracting Agency, the Agency and the Contractor may request the United States to commence such litigation to protect the interests of the United States.
31. Certification of non-segregated facilities (Applicable to construction contracts greater than \$10,000) - The Agency and the Contractor certify that they do not maintain or provide their facilities, and that they do not allow employees to provide their services in any place, under their control, where Segregated facilities are maintained. You further certify that you will not maintain or provide employees with any segregated facilities at any of your establishments, and you will not permit employees to provide services at any location under your control where segregated facilities are maintained. The Agency and the Contractor agree that failure to comply with this certification is a violation of the equal opportunity clause of this Agreement.



As used in this certification, the term "segregated facility" means any waiting room, work areas, restrooms and laundry 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 facilities, and housing provided for employees who are segregated by explicit directive or who are, in fact, segregated on the basis of race, color, religion, or national origin by habit, local custom, or any other reason .

Agency and Contractor also agree that (except were obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to awarding subcontracts more than \$10,000 that are not exempt from the provisions of the equal opportunity clause. opportunities; that you will keep said certifications in your files; and that you will send the above notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

32. Certification of Compliance with Clean Air and Water Acts (applicable to contracts greater than \$100,000) - The Agency and the 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 Environmental Protection Agency regulations thereon, at 40 C.F.R. Parts 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 above requirements, all non-exempt Contractors and subcontractors must provide the following to the owner:
- a. A stipulation by the Agency and the Contractor or subcontractors that any facility to be used in the performance of any non-exempt contract or subcontract is not included in the Excluded Parties 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.
  - b. Agreement between the Agency and the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Air Pollution Control Act. Water, as amended, (33 USC § 1318) in connection with inspection, control, entry, reporting, and reporting, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued under them.
  - c. A stipulation that, as a condition of the award of the Agreement, prompt notice will be given of any notification received from the Director of the Office of Federal Activities, EPA, indicating that a facility is being considered or will be used for the Agreement. be included in the EPA Excluded Parties Listing System or List of Violating Facilities.

The agreement of the Agency and the Contractor that he or she will include, or cause to be included, the criteria and requirements of paragraphs (1) through (4) of this section in each non-exempt subcontract and requires that the Agency and the Contractor shall take such action as the government may order as a means of enforcing such provisions.

33. Anti-lobbying (applicable to contracts greater than \$100,000) - Through the execution of this CONTRACT, the Agency and the Contractor certify, to the best of their knowledge and belief, that:
- a. No appropriate federal funds have been and will not be paid, by or on behalf of the Agency and the Contractor, to any person for influencing or attempting to influence an official or employee of an Agency, a Member of Congress, an official or employee of Congress , or an employee of a member of Congress in connection with the award 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.
- b. Whether funds other than appropriated federal funds have been or will be paid to any person for influencing or attempting to influence an official or employee of any agency, a member of Congress, an official or employee of Congress, or an employee of a member of Congress In connection with this Federal contract, grant, loan, or cooperative agreement, the Agency and the Contractor shall complete and submit the Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with your instructions.
  - c. The Agency and Contractor shall require that the language of this certification be included in award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agency and the Contractor certify and disclose accordingly. This certification is a material representation of the facts in which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for performing or entering this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to submit the required certification will be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each breach.
34. Bonding requirements Applicable to construction and facility improvement contracts that exceed \$100,000 - The Agency and the Contractor must comply with the bond requirements of Puerto Rico, unless they have not been approved by HUD, in which case the Agency and the Contractor must meet the following minimum bond requirements:
- a. Bid Bond from each proponent equivalent to five percent (5%) of the bid price. "Bid Bond" shall consist of a firm commitment, such as a Bid Bond, certified check, or other negotiable instrument accompanying a Bid Bond that the Proponent, upon accepting your proposal, will execute any necessary contractual documents within the specified time.
  - b. Performance Bond by the Agency and the Contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to ensure compliance with all obligations of the Agency and the Contractor under contract.
  - c. Payment Bond by the Agency and the Contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to Payment Bond required by law from all persons supplying labor and material in the performance of the work provided for in the contract.
35. Section 3 of the Housing and Urban Development Act of 1968 (as required by applicable thresholds)
- a. 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, to the greatest extent possible, are directed to low- and very-low-income persons, particularly people who are recipients of HUD housing assistance.



- b. The parties to this Agreement agree to comply with the HUD regulations at 24 C.F.R. Part 135, which implements Section 3. As evidenced by their performance of this Agreement, the parties to this Agreement certify that they have no contractual or other encumbrances that prevent them from complying with the regulations of Part 135.
- c. The Agency and the Contractor agree to send to each labor organization or worker representative with which the Agency and the Contractor have a collective bargaining agreement or other agreement, if any, a notice notifying the labor organization or worker representative of the Agency and the Contractor's commitments under this clause of Section 3, and will post copies of the notice in discreet places in the workplace where both employees and applicants for training and employment positions can see the notice. The notice will describe the Section 3 preference, establish the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) accepting applications for each position; and the expected start date of the work.
- d. The Agency and the Contractor agree to include this clause of Section 3 in each subcontract subject to compliance with the regulations at 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this clause of Section 3, upon determining that the subcontractor is in violation of the regulations at 24 C.F.R. Part 135. The Agency and the Contractor shall not subcontract to any subcontractor when the Agency and the Contractor have notice or knowledge that the subcontractor has been found to have violated the regulations of 24 C.F.R. Part 135.
- e. The Agency and the Contractor will certify that all vacant positions, including training positions, are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require that employment opportunities be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- f. Failure to comply with HUD regulations at 24 C.F.R. Part 135 may result in penalties, termination of this Agreement for non-compliance, and the debarment or suspension of future HUD-assisted contracts.
- g. With respect to work performed in connection with Indian housing assistance covered by Section 3, Section 7(b) of the Indian Educational Assistance and Self-Determination Act (25 U.S.C. § 450e) also applies to work to be performed under this Agreement. Section 7(b) requires that, to the greatest extent possible: (i) preference and training and employment opportunities be given to Indians, and (ii) preference in the award of contracts and subcontracts be given to Indian organizations and to the Indians- Own Economic Companies. The parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to fully comply with Section 3 possible, but without prejudice to compliance with Section 7(b).
- h. For contracts exceeding \$100,000, Agency and Contractor shall submit HUD Form 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, subject to the annual reporting requirement set forth in the instructions for that form.

36. Fair Housing Act - The Agency and the 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 based on race, color, religion, sex, national origin, disability, or familial status. The Equal Housing Opportunity Act prohibits discrimination against persons based on race, color, religion, sex, or national origin in the sale, rental, lease, or other disposition of residential property, or in the use or occupancy of housing. assisted with federal funds.

37. Energy Conservation and Policy Act - The Agency and the Contractor must comply with the mandatory standards and policies related to energy efficiency contained in the energy conservation plan of the Government of Puerto Rico, issued in compliance with the Energy Conservation Act. Energy Policy and Conservation (42 U.S.C. 6201 et seq).
38. Hatch Law - The Agency and the Contractor agree to comply with the mandatory rules and policies related to the Hatch Law, Public Law 94-163, as amended. The Hatch Act applies to the political activities of certain state and local employees. As a subrecipient of the Puerto Rico Department of Housing, you may carry out any of the following activities: be a candidate in non-partisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold positions in political parties. The Agency and the Contractor may not carry out the following activities: be a candidate in partisan elections; use official influence to interfere in elections; Coerce Political Contributions from Subordinates in Support of Political Parties or Candidates the Special Counsel's Office operates a website that provides guidance on Hatch Act-related matters.
39. Health and Safety Standards - All parties involved 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 applies to construction work and provides that no worker or mechanic shall be required to work in environments or working conditions that are unsanitary, dangerous, or hazardous to their health and safety, as determined in the construction regulations, safety, and sanitary standards promulgated by the Ministry of Labor. These requirements do not apply to the purchase of supplies or materials or items normally available on the free market, or transportation contracts.
40. Personnel - The Agency and the Contractor represent that they have, or will secure at their expense, all the personnel required to perform the services under this Agreement. Said personnel may not be employed or have any contractual relationship with the contracting party. All services required hereunder shall be performed by or under the supervision of the Agency and the Contractor, and all personnel involved in the work shall be fully qualified and shall be licensed or authorized under state and local laws to perform such services. No person serving a sentence in a penal or correctional institution may be employed in work under this Agreement.
41. Withholding of wages - If in the performance of this Agreement, there is any underpayment of wages by Agency and Contractor or by any subcontractor hereunder, PRDOH may withhold from Agency and Contractor payment because he or she an amount sufficient to pay the employees underpaid the difference between the required wages and the wages actually paid to such employees for the total number of hours worked. The withheld amounts may be disbursed by PRDOH for and on behalf of the Agency and the Contractor or subcontractor to the respective employees to whom it corresponds.
42. Claims and disputes related to wage rates - Claims and disputes related to wage rates or the classifications of professional personnel or technicians performing work under this Agreement must be notified in writing immediately by the Agency and the Contractor to Housing for the decision of the latter, which will be final with respect to them.



43. Discrimination for Certain Employment Matters - No person employed in services covered by this Agreement will be fired or discriminated against in any way because they have filed a complaint or started or caused to be started or have testified or are about to testify in any proceeding under or related to labor standards applicable hereunder to your employer.
44. Interest of local public agency members and others - The Agency and the Contractor agree to establish safeguards to prohibit employees from using positions for a purpose that is or appears to be motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Agency and the Contractor will be aware of and will avoid any violation of the laws of this State which prohibit municipal officers and employees from owning or owning any interest, individually or as an agent or employee of any person or corporation, whether directly or indirectly, in any contract made or awarded by the governing authorities of said municipality for the construction or execution of any public work, or for the sale or purchase of any material, supply, or property of any kind, or for any other purpose, or in any subcontract arising out of or in connection therewith, or to receive, either directly or indirectly, any portion or part of any money or other thing paid for the construction or performance of any public works, or for the sale or purchase of any property, or by any other contract entered into by the governing authorities of the municipality, or subcontract derived or related to it.  
  
The Agency and the Contractor shall also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public official having an interest in any contract approved by the board of which he or she is a member during the time he or she was a member and for a year thereafter.
45. Interest of Certain Federal Officials - No member or delegate of the United States Congress and no Resident Commissioner shall be admitted to any part or part of this Agreement or any benefit arising therefrom.
46. Agency and Contractor Interest - The Agency and the Contractor agree that it currently has no interest and will not acquire any interest, direct or indirect, in the project described above or in any parcel thereof or any other interest that would come into conflict in any way or degree with the performance of the Work hereunder. The Agency and the Contractor further agree that no person having any such interest shall be employed in the performance of this Agreement.
47. Political Activity - The Agency and the Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
48. Religious Activity - The Agency and the Contractor agree to refrain 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 proselytizing.
49. Flood Disaster Protection Act of 1973 - Agency and Contractor agree to refrain 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 proselytizing.
50. Lead-Based Paint - The Agency and Contractor must comply with the lead-based paint regulations found at 24 C.F.R. § Part 35 on the prevention of lead-based paint poisoning in certain residential structures with respect to all housing units assisted with CDBG-DR funds.
51. Value Engineering - Applicable to construction contracts exceeding \$2,000 when required by federal program legislation). The Agency and the Contractor must comply with the standards regarding the systematic and organized approach to analyze the functions of the systems, equipment, facilities, services,



and materials to ensure that they achieve their essential functions at the lowest cost consistent with the life cycle in execution, reliability, and quality. and safety, in accordance with 2 C.F.R. § 200.318.(g).

52. The Agency and the Contractor shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations of 24 C.F.R. § 570, as amended, by Federal Register notices, governing the use of CDBG-DR funds available under the agreement between PRDOH and the Agency. Refer to Federal Register Notice 83 CFR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the Agency and the Contractor do not assume any of PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the Agency and the Contractor do not assume any of PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The Agency and the Contractor shall also comply with all other applicable federal, state, and local laws, regulations, and policies governing the use of CDBG-DR funds to fulfill their obligations under the agreement between PRDOH and the Agency, regardless of whether the CDBG-DR funds are made available to the Agency as an advance or reimbursement. This includes, but is not limited to, applicable federal records, 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Community Development Act of 1974, 24 C.F.R. Part 570, Community Development Block Grant, applicable exemptions, Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. Part 58, 24 C.F.R. Part 135, National History Preservation Act and any other applicable state laws or regulations, including requirements related to nondiscrimination, labor standards, and the environment, and amendments to the Action Plan and HUD guidance on funding .

Where exemptions or alternative requirements are provided in the applicable Federal Register Notice dated February 9, 2018, at 83 C.F.R. 5844 or any future Federal Register Notice published by HUD (“HUD Notices”), such requirements, including the regulations referenced therein, must be requested.

Agency and Contractor also agree to comply with all other applicable federal, state, and local laws, regulations, notices, policies, and guidance, whether existing or established, so long as they apply to activities that occur after the date the Agency policy or guideline was established, which follows the Grant funds provided under the agreement between PRDOH and the Agency.

In the event of a conflict between the provisions of the agreement between PRDOH and the Agency, and any of the foregoing, federal, state, and local laws, regulations, notices, policies, and guidance shall control, and the agreement between PRDOH and the Agency shall control. shall be construed in a manner that allows the terms contained in this document to remain valid and consistent with such federal, state, and local laws, regulations, notices, policies, and guidelines.

Agency and Contractor shall also comply with applicable PRDOH policies and guidelines, as set forth in the program guides and their amendments, if any, found on the CDBG-DR website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) that form an integral part of the agreement between PRDOH and the Agency, as it may be updated from time to time.

### 53. DUPLICATION OF BENEFITS

The Agency and the Contractor shall not conduct any activities under the agreement between PRDOH and the Agency in a manner that results in a prohibited duplication of benefits, as defined in Section 312 of the Emergency Assistance and Emergency Relief Act. Robert T. Standfford disaster cases (42 U.S.C. § 5155) and described in the Appropriations Act. Agency and Contractor shall comply with HUD's requirements for duplication of benefits imposed by the Federal Register notice in PRDOH, which are published in a separate notice titled “Clarification of Duplication of Benefits Requirements under the Stafford Disaster





Act ". on Community Development Block Grant (CDBG) Recovery Recipients (76 C.F.R. 71060, published November 16, 2011). The Agency and the Contractor will carry out the activities under the agreement between PRDOH and the Agency in accordance with PRDOH procedures to avoid duplication of benefits.

#### 54. Drug Free Workplace

The Agency and Contractor must comply with the Drug-free workplace requirements in Subpart B of Part 2429, which adopts the government-wide implementation (2 C.F.R. Part 182) of Sections 5152-5158 of the Drug Act. Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D, 41 USC § 701-707).

#### 55. Hold Harmless

The Agency and the Contractor shall hold harmless and indemnify the Government of Puerto Rico, PRDOH, HUD and each and every one of their successors, affiliates or assignees, and any of their successors, affiliates or assignees, any of their employees, officials, directors, attorneys, consultants, agents, managers and affiliates, from and against any and all property damages, causes of action, violations of law, violations of the agreement between the Agency and PRDOH and losses of any form or nature arising out of or related to the conduct of the Agency and the Contractor in the performance of the efforts required in the agreement between PRDOH and the Agency. This indemnification shall expressly include, but shall not be limited to, the Agency's and Contractor's obligation to indemnify and reimburse PRDOH for all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in PRDOH's enforcement of the agreement between PRDOH and Agency or any part thereof against Agency or otherwise arising in connection with Agency's breach, violation, or other breach of agreement between PRDOH and Agency.

This clause will survive indefinitely upon termination of the agreement between PRDOH and the Agency for any reason.

#### 56. PRDOH Recognition - Unless otherwise directed by PRDOH, Agency and Contractor will ensure recognition of HUD's and PRDOH's role in the provision of funds, services, and efforts through the agreement between PRDOH and Agency.

Unless otherwise directed by PRDOH, all activities, facilities, and items used pursuant to the agreement between PRDOH and the Agency will be prominently labeled as to the role of HUD and PRDOH.

In addition, the Agency and the Contractor must include a reference to the support provided in the contract in all possible publications made with the funds available under the agreement between PRDOH and the Agency. Where PRDOH reserves the right to direct specific reasonable acknowledgment requirements on a case-by-case basis, including but not limited to size and content, waiving, deleting, or adding such acknowledgment.

#### 57. Logos

The Agency and the Contractor will not use the name of PRDOH, seals, logos, emblems, or any distinctive mark/commercial name, without the prior express and written authorization of the other party.

#### 58. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.



The Agency and the Contractor will comply with all applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

#### 59. Financial and Program Management

The Agency and the Contractor agree to adhere to the accounting principles and procedures required by PRDOH, use adequate internal procedures, controls and maintain the necessary documents on all costs incurred.

#### 60. Documents and Record Keeping

Agency and Contractor agree to maintain all records required by applicable Law, including, but not limited to, Federal regulations specified in (1) 2 C.F.R. Part 200, (2) 24 C.F.R. § 570.506, (3) the applicable HUD Notices that are pertinent to the activities to be funded under the agreement between PRDOH and the Agency, as well as any additional records required by PRDOH. Such records will include, but are not limited to:

- a. Records that provide a complete description of each activity carried out,
- b. Records demonstrating that each activity performed meets one of the National Objectives of the CDBG-DR programs, as modified by the HUD Notices,
- c. Records to determine the eligibility of activities,
- d. Records necessary to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds,
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program
- f. Finance, registration as required by (1) 24 C.F.R. § 570.502, (2) 2 C.F.R. part 200
- g. other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

#### 61. Customer Data and Other Sensitive Information

If the Agency and the Contractor come into possession of client data and other confidential information because of the agreement between PRDOH and the Agency, then the Agency and Contractor shall be responsible for maintaining client data that demonstrates the client's eligibility for the services provided. Such data will include, but is not limited to, the client's name, address, income level, or other basis for determining eligibility, and a description of the service provided. Said information will be available to PRDOH supervisors designated for supervision upon request.

The Agency and the Contractor will be responsible for complying with 2 C.F.R. § 200.303, and will take reasonable steps to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82 and other information that HUD or PRDOH designates as confidential or that Agency and Contractor consider to be confidential in accordance with applicable federal, state, local, and tribal laws regarding privacy and confidentiality obligations. In addition, Agency and Contractor will comply with HUD's CDBG-DR Personally Identifiable Information Policy found on the CDBG-DR website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is included and is an integral part of the agreement between PRDOH and the Agency. Agency and Contractor will comply with all state or local requirements related to the privacy of personal records pursuant to 24 C.F.R. § 570.508 (local governments) and 570.490(c) (states).

#### 62. Closing





The Agency's and Contractor's obligation to PRDOH will not terminate until all settlement requirements are completed. Activities during that exclusion period may include, but are not limited to: making final payments, disposing of program assets (including return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to PRDOH), as that term is defined in Section VI(A)(19)(a) of HUD Notice 83 Reg. Fed. 5844, 5856 (February 9, 2018, as may be amended by HUD), balances and accounts receivable from PRDOH, determining custody of the records, and Agency and Contractor certifications on compliance with the terms of the agreement between PRDOH and the Agency. Notwithstanding the foregoing, the terms of the agreement between PRDOH and the Agency shall remain in effect during any period that the Agency has control of CDBG-DR funds, including program revenues. Notwithstanding the terms of 2 C.F.R. § 200.343, upon expiration of the agreement between PRDOH and the Agency, the Agency will transfer to the recipient all CDBG-DR funds available at the time of expiration and any receivables taxable to the use of CDBG-DR funds, plus any real property under the control of the Agency that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Agency in the form of a loan, will be treated in accordance with 24 C.F.R. § 570.503(b)(7) ).

#### 63. Audits and Inspections

All Agency and Contractor records with respect to any matter covered by the agreement between PRDOH and the Agency are made available to PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time. during normal business hours, as often as deemed necessary to audit, examine and extract or transcribe all relevant data. Any deficiencies noted in the audit reports must be fully clarified by the Agency and the Contractor within 30 days of receipt by the Agency and the Contractor. Failure by the Agency and Contractor to comply with the above audit requirements will constitute a violation of the agreement between PRDOH and the Agency which may result in withholding of future payments and termination.

#### 64. Audits

The Agency and the Contractor will be audited as required by 2 C.F.R. Part 200, Subpart F, when the Agency's federal appropriations expended during the respective fiscal year equaled or exceeded the threshold established in 2 C.F.R. § 200.501, Audit Requirements. Once said threshold is reached or exceeded, the Agency will notify PRDOH and report such an event in the corresponding monthly progress report, as provided in Part VI, Performance, Monitoring and Reporting, Subpart B (reporting) of the agreement between PRDOH and the Agency. Agency.

The Agency will arrange for the audit to be conducted for that year, as required by 2 C.F.R. § 200.501 (a)-(b), further, to be properly performed and timely filed in accordance with provisions including, but not limited to, those set forth in 2 C.F.R. § 200.512, Reporting, as set forth in 2 C.F.R. § 200.508(a), Auditor's liability. Among other relevant provisions, the Agency and Contractor will comply with, (a) electronic submission of data and reports to the Federal Audit Clearinghouse (FACO0 (2 C.F.R. § 200.512(d))) and (b) guarantee that the reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

#### 65. Inspections and Monitoring



The Agency and the Contractor shall allow PRDOH and the auditors access to their financial records and statements as necessary for PRDOH to comply with the requirements set forth in 2 C.F.R. Part 200.

#### 66. Corrective Actions

Agency and Contractor acknowledge that PRDOH may issue administrative decisions and may consider taking enforcement action including, but not limited to, corrective actions at 24 C.F.R. § 570.910 if noncompliance is found during monitoring and audits. PRDOH may require the Agency and the Contractor to take timely and appropriate action on all deficiencies related to the federal award provided to the Agency and the Contractor by the pass-through entity detected through audits, on-site reviews, and other means. Timely and appropriate action will be based on a reasonable standard in which the Agency and Contractor use all available resources to correct the problem or problems indicated. In response to audit deficiencies or other findings of non-compliance with the agreement between PRDOH and the Agency, PRDOH may impose additional conditions on the use of CDBG-DR funds to ensure future compliance or provide training and technical assistance as necessary to correct the breach.

#### 67. Oversight of Procurement and Contractors

The Agency and the Contractor will ensure that any procurement process for goods and services that may involve the use of CDBG-DR funds for local matching adheres to some procurement requirements that apply to procurement by local governments using Federal Emergency Management Agency Public Assistance Program funds ("FEMA PA Funds"). Therefore, the Agency and the Contractor must comply with the federal procurement rules and regulations found at 2 C.F.R. §200.318 through §200.327, acquisition requirements including, but not limited to: (a) providing full and open competition; (b) take required steps to ensure the use of small and minority businesses, women's business enterprises, and surplus area businesses for labor where possible; (c) conduct a cost or price analysis; (d) Evaluate and document the integrity of the contractor, compliance with public policy, the record of subsequent performance and financial conditions. and technical resources; (e) ensure that the contractor has not been suspended or debarred; (f) prohibit the use of legally or administratively imposed state, local, or tribal geographic preferences in evaluating proposals; (g) eliminate contractors who may have an unfair competitive advantage, and; (g) exclude contractors who may have an unfair competitive advantage, and; (h) maintain records to detail the history of acquisition considerations. In addition to the procurement requirements, compliance with all other applicable regulations of the CDBGDR Program is required. With respect to the provisions of the Procurement Manual for CDBG-DR Programs, as found on the CDBG-DR website ([www.cdbgdr.pr.gov](http://www.cdbgdr.pr.gov)), as updated from time to time, the Agency and the Contractor shall comply with any provision related to: minority, women, small and business participation in Section 3; official files; as well as regulations related to the participation of low and very low-income individuals or companies. The Agency must also ensure compliance with the contracting requirements included in Annex A of the agreement between PRDOH and the Agency. Agency and Contractor shall include all applicable PRDOH conditions (as reviewed periodically by PRDOH in accordance with applicable law, rule, or regulation) in any contract entered into under the agreement between PRDOH and Agency. Agency and Contractor will also require all contractors to reflect the PRDOH Terms, as well as PRDOH's termination for convenience, to all subcontractors, as well as the requirement to flow such terms to all lower-tier subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation of Members of Minority Groups and Women's Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with Housing and required diversity forms. Agency and Contractor shall comply with CDBG-DR regulations regarding entities debarred or suspended at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(1) as applicable. CDBG-DR funds cannot be provided to excluded or disqualified individuals. The Agency and the Contractor will maintain oversight of all activities under the



agreement between PRDOH and the Agency and will ensure that for any contract or agreement purchased, as applicable, its contractors perform in accordance with the terms and conditions of the contract or agreement purchased, and the terms and conditions of the agreement between PRDOH and the Agency. PRDOH must obtain and maintain records to document how procurement was performed by Agency and Contractor that met FEMA's PA procurement requirements, as modified from time to time. In addition, if FEMA does not complete it, PRDOH may be required to take additional steps to assess the cost or price of the goods or services purchased by the Agency and the Contractor. To allow PRDOH to carry out these activities, the Agency and the Contractor agree to make available to PRDOH all documentation related to said procurement processes carried out upon request. FEMA PA applicants who procure goods or services before knowing if CDBG-DR funds are available for local matching may state in the procurement solicitation documents that the contract may be modified from time to time to broaden the scope to include work funded by other federal sources, subject to applicable requirements. This will allow the contract to be modified in the future to include terms required for CDBG-DR assisted contracts (for example, ability to hire section 3 residents, ability to subcontract with section 3 businesses, comply with Davis Bacon or add a liquidated damage provision).

#### 68. Non-Discrimination

The Agency and the Contractor will comply with the provisions of 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974 (Title 1) (42 USC § 5309). Section 109 provides that no person in the United States, based on race, color, national origin, religion, or sex, shall be excluded from participation, denied benefits, or discriminated against in any program or activity. funded in whole or in part with assistance from federal funds. Agency and Contractor will adhere to the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against disability discrimination under the section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements apply to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Agency and the Contractor will comply with the standards established in 24 C.F.R. Part 8, which implements Section 504 for HUD programs, and the regulations set forth in 24 C.F.R. Part 146, which implements the Age Discrimination Act for HUD programs. The Agency and the Contractor will ensure that all CDBG-DR activities conducted by the Agency or its contractors are consistent with applicable federal and local laws, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial, marital status, actual or perceived sexual orientation, or gender identity, marital status, or age, as set forth in the Fair Housing and Equal Opportunity (FHEO) Policy ) of CDBG-DR for CDBG-DR programs.

#### 69. Architectural Barriers Act and Americans with Disabilities Act

The Agency and the Contractor will ensure that their activities are consistent with the requirements of the Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires that certain federal and federally funded buildings and other facilities be designed, constructed, or modified to standards that ensure accessibility and usability by people with physical disabilities. A building or facility designed, constructed, or modified with funds appropriated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the definition of "building" as defined in 41 C.F.R. § 101-19.602(0) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. § § 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A of 24 C.F.R. part 40 for residential structures , and Appendix A of 41 C.F.R. Part 1 or 1-19, Subpart 101-19.6, for general buildings). The



Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155,201,218, and 225) (ADA) provides comprehensive civil rights to people with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. It further provides that discrimination includes the failure to design and build facilities for first occupancy no later than January 26, 1993, that are easily accessible and usable by persons with disabilities. In addition, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable, that is, readily achievable and capable of being accomplished without much difficulty or expense. Agency and Contractor agree to comply with nondiscrimination laws, regulations, and executive orders in employment and contracting opportunities referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA continue to apply.

## 70. Labor Standards

The Agency and the Contractor will comply with the labor standards of Section 110 of the Housing and Community Development Act of 1974, as amended, and will ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with the assistance received under the agreement between PRDOH and the Agency shall be paid wages not less than those prevailing in similar construction in the locality as determined by the Secretary of Labor pursuant to the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq. ), and 29 C.F.R. parts 1, 3, 5, 6 and 7, provided that this requirement shall apply to the rehabilitation of residential property only if said property contains no less than eight (8) units. Agency and Contractor agree to comply with (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The Agency and the Contractor will have documentation demonstrating compliance with the applicable wage and hour requirements. Said documentation will be made available to PRDOH for review upon request. The Agency and the Contractor are prohibited from using the funds provided herein or the personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or activities of nepotism.

## 71. Conduct

### a. Contracts

- i. Monitoring, as appropriate, the Agency and the Contractor will periodically monitor all contracted services to ensure compliance with the contract. Results of monitoring efforts will be summarized in written reports and supported by documented evidence of follow-up actions to correct areas of non-compliance.
- ii. Content: The Agency and the Contractor will cause all provisions of the contract between PRDOH and the Agency, in their entirety, to be included in and made a part of any contract entered into in performance of the agreement between PRDOH and the Agency, as applicable.
- iii. Selection Process: The Agency and the Contractor shall ensure that all contracts awarded after the execution of the agreement between PRDOH and the Agency and in execution thereof, follow the procurement policies and procedures described in paragraph 56 (Procurement and Supervision of Contractors) of its Annex.
- iv. Notification: The Agency shall notify and provide a copy of all contracts related to the agreement between PRDOH and the Agency and CDBG-DR funds to the Contract Administration Area of the CDBG-DR Housing Legal Division within the three (3) days of its execution. In addition, the Agency must provide a copy of each one of the



subcontracts executed by its Contractors to the Contract Administration Area of the CDBG-DR Housing Legal Division within three (3) days of its execution.

## 72. CONFLICT OF INTEREST

Agency and Contractor agree to comply with the provisions of 2 C.F.R. part 200, as applicable, and 24 C.F.R. § 570.611, including (but not limited to) the following:

- a. The Agency and the Contractor are presumed to be subject to state and local ethics laws and regulations relating to the conduct of their officers, employees, or agents involved in the award and administration of the agreement between PRDOH and the Agency.
- b. The Agency and the Contractor shall maintain written standards of conduct that govern the performance of their employees involved in the award and administration of the agreement between PRDOH and the Agency. No employee, officer or agent will participate in the selection, award or administration of a contract supported by federal funds if there is an actual or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial relationship or other interest in the selected company. for an award. Recipient's officers, employees and agents shall not solicit or accept gratuities, favors or anything of monetary value from contractors or Subcontracts. However, recipients may establish rules for situations in which financial information. the interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct will provide for the application of disciplinary actions for violations of said standards by officials, employees, or agents of the beneficiary.
- c. No covered person who exercises or has exercised any role or responsibility with respect to CDBG-DR assisted activities, or who is able to participate in a decision-making process or obtain inside information with respect to such activities, may obtain a financing. interest in any contract, or have a financial interest! interest in any contract, subcontract, or agreement with respect to the CDBG-DR assisted activity, or with respect to the proceeds of the CDBG-DR assisted activity, whether for themselves or those with whom they have immediate business or family ties , during your tenure or for a period of one (1) year thereafter. For the purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of PRDOH, the Agency and the Contractor, or any designated public agency.

Government Ethics Clause, Certification of Absence of Conflict of Interest – The Agency and the Contractor certify that: (1) No PRDOH public servant has a pecuniary interest in this contract. (2) No PRDOH public servant has requested or accepted, directly or indirectly, for him (her), for any member of his or her family unit, or for any other person, gifts, assignments, favors, services, donations, loans, or any other thing of monetary value. (3) No public servant of PRDOH related to this transaction, requested, or accepted any asset of economic value, from any person or organization as payment for the duties and responsibilities of its employment. (4) No PRDOH public servant has requested, directly or indirectly, for him (her), any member of his or her family unit, or for any other person, business or organization, any asset of economic value, including gifts, loans, promises , favors, or services in exchange for their obligations and performance of said public employment, to influence or favor any organization.





(5) No PRDOH public servant has a relationship, within the fourth degree of consanguinity and second by affinity, with anyone in public employment who has the power to influence and participate in the institutional decisions of the agreement between PRDOH and the Agency.

### 73. Guarantees and Real Estate Agreements

As a condition of the approval of this Agreement and the extension of any federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be carried out and the housing, lodging, facilities, services, financial! the aid or other benefits provided will be operated and administered in accordance with all requirements imposed by or pursuant to this part 1.

If federal financial assistance under this Agreement is to be provided or is in the form of personal or real property or interest therein or structures therein, the Subrecipient's guarantee herein shall bind the Subrecipient or, in the case of a subsequent transfer, to the transferee, for the period during which the property is used for a purpose for which the financial Federal! assistance is extended or for another purpose involving the provision of services or similar benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the insurance will bind the Subrecipient for the period during which Federal Financial assistance is rendered pursuant to the contract or application.

This guarantee gives PRDOH and the United States the right to seek judicial enforcement of the guarantee and real property requirements.

In the case of real estate, structures or improvements thereon, or interest therein, acquired with federal financing! assistance under this Agreement or purchased with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures, or improvements thereto, or interest therein, must contain an executable covenant with the land ensuring non-discrimination for the period during which the real property is used for a purpose for which the federal funding! assistance is extended or for another purpose involving the provision of similar services or benefits.

If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent rights to space in, on, or under such property are included as part of the program receiving such assistance, nondiscrimination The requirements of this part 1 shall extend to any facility located in whole or in part in such space.

### 74. Women and Minority-Owned Businesses (W/MBE)

The Subrecipient will take the affirmative actions listed in 2 C.F.R. § 200.321(b)(1) through (5) to ensure that minority businesses, women's business businesses, and surplus labor area businesses are utilized where possible, when SUBRECIPIENT procures goods or services under this agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and " minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by members of minority groups or women. For the purposes of this definition, "members of minority groups" are African Americans, Spanish-speaking Americans, Spanish last name or Spanish ancestry, Asian Americans, and American Indians. SUB-RECIPIENT may rely on companies' written representations regarding their status as minority and women's business enterprises in lieu of independent research.

Pursuant to the CDBG-DR Minority and Women-Owned Business Enterprises Policy (Policy M/WBE), SUB-RECIPIENT shall complete a utilization plan to identify how it plans to successfully achieve



contracting objectives for MBEs and WBEs. SUB RECIPIENT shall also complete quarterly reports to provide information on contracting opportunities and payments provided to WBE or MBE contractors or subcontractors. The SUB-RECIPIENT must also document their efforts and submit them to DWELLING on a quarterly basis. Please refer to Policy M/WBE, as found on the CDBG-DR website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is incorporated herein and forms an integral part of this Agreement as it may be updated from time to time. .

#### 75. Citizen Complaints

If the Agency or the Contractor receives any complaint or grievance, it shall immediately refer said complaint or grievance to the PRDOH CDBG-DR Program so that PRDOH can respond appropriately.

#### 76. Technical Assistance and Training

The Agency and the Contractor will attend all technical assistance or training that PRDOH requires from time to time at its discretion. Lack of attendance may be considered as cause for termination.

#### 77. Disaster Relief Account

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the District Court of United States for the District of Puerto Rico, as amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined in 2 C.F.R. § 200.69) shall be deposited only in a Relief Account in Disaster Cases. As a result, pursuant to the terms of the court order and under the terms of the agreement between PRDOH and the Agency, all CDBG-DR funds subleased by PRDOH to its subrecipients will be deposited in a new, separate, not commingled, unencumbered account in subrecipient's name. Funds will be used for eligible activities only. In addition, the Agency and the Contractor must provide and make available to PRDOH all the documentation related to said account.





**ATTACHMENT VIII - SUBCONTRACTS CERTIFICATION AND 41 CFR Parte 60-1**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_,  
 (name)  
 adult, \_\_\_\_\_, \_\_\_\_\_, and resident of \_\_\_\_\_,  
 (civil status) (profession) (city)  
 \_\_\_\_\_.  
 (state)

I certify that:

- The subcontractors listed below are part of the work team that was considered in the statement of qualifications that I submit in response to this RFQ process;

SUBCONTRACTOR INFORMATION		
1.	SITE	Name:
		Employer Social Security: <span style="float: right;">UEI:</span>
		e-mail: <span style="float: right;">Phone number:</span>
		Postal Address:
		Physical Address:
2.	CONSTRUCTION	Name:
		Employer Social Security: <span style="float: right;">UEI:</span>
		e-mail: <span style="float: right;">Phone number:</span>
		Postal Address:
		Physical Address:
3.	ELECTRIC	Name:
		Employer Social Security: <span style="float: right;">UEI:</span>
		e-mail: <span style="float: right;">Phone number:</span>
		Postal Address:
		Physical Address:
4.	MECHANICAL	Name:
		Employer Social Security: <span style="float: right;">UEI:</span>
		e-mail: <span style="float: right;">Phone number:</span>
		Postal Address:
		Physical Address:



5.	<i>FIRE PROTECTION</i>	Name:	
		Employer Social Security:	UEI:
		e-mail:	Phone number:
		Postal Address:	
		Physical Address:	
6.	<i>MAJOR EQUIPMENT</i>	Name:	
		Employer Social Security:	UEI:
		e-mail:	Phone number:
		Postal Address:	
		Physical Address:	
7.	<i>PROJECT MANAGER</i>	Name:	
		Employer Social Security:	UEI:
		e-mail:	Phone number:
		Postal Address:	
		Physical Address:	
8.	<i>QUALITY CONTROL MANAGER</i>	Name:	
		Employer Social Security:	UEI:
		e-mail:	Phone number:
		Postal Address:	
		Physical Address:	
9.	<i>MARINE BIOLOGIST</i>	Name:	
		Employer Social Security:	
		e-mail:	UEI:
		Postal Address:	Phone number:
		Physical Address:	



7.	OTHER	Name:	
		Employer Social Security:	UEI:
		e-mail:	Phone number:
		Postal Address:	
		Physical Address:	
8.	OTHER	Name:	
		Employer Social Security:	UEI:
		e-mail:	Phone number:
		Postal Address:	
		Physical Address:	

2. I will report on,
  - a. affirmative action pursuant to 41 CFR Part 60-2;
  - b. participation in a contract or subcontract subject to the equal opportunity clause; and
  - c. I will submit all required reports, as applicable, to the Joint Reporting Committee, the Director, or the Equal Employment Opportunity Commission.
3. I acknowledge and accept my obligation to notify the Puerto Rico General Services Administration and PRIDCO about any subcontract awarded during the execution of the construction project tendered.
4. I acknowledge that it is my duty as the Proponent, potential Prime Contractor, and proposed subcontractors to submit any information requested by the Requesting Entity prior to award and/or after award to provide any information regarding compliance with 41 CFR Part 60. -1.
5. I acknowledge that the ASG nor the Submitting Entity may not enter into contracts or subcontracts with any Proposer, potential prime contractor and/or proposed subcontractor until a pre-award compliance review has been conducted and the ASG and Submitting Entity have approved a determination that the proponent, potential prime contractor or subcontractor will be able to comply with the provisions of the equal opportunity clause.



In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Signature of the Authorized Representative of the Proponent

NOTE: Since the spaces provided to provide the information of the subcontractors are not sufficient, the Proponent is obliged to present the information of the remaining subcontractors in an additional list that will form an integral part of this certification.

**ATTACHMENT IX - CERTIFICATION NO CONFLICT OF INTEREST**

I, \_\_\_\_\_, in my personal capacity, of legal age, \_\_\_\_\_ and a resident of \_\_\_\_\_, have been designated as the authorized representative of \_\_\_\_\_(name of Proponent).

I certify that:

1. The statement of qualifications and proposal that I submit in response to this RFQ process is genuine and is not made in the interest or on behalf of any undisclosed person, firm or entity;
2. We have not solicited or induced any person, company or entity to refrain from submitting a statement of qualifications and proposal;
3. There is no collusion or fraud in which the entity I represent has participated to obtain any advantage over any other Proponent;
4. Neither my person nor the entity that I represent has a commercial or personal relationship with any other company or person that could be considered a conflict of interest for the General Services Administration (ASG) and PRIDCO; and
5. The key personnel identified in the statement of qualifications to perform the services and works have no commercial or personal interest or relationship with any official or employee of the ASG and PRIDCO that is not indicated in the statement of qualifications presented.
6. No employee of ASG and PRIDCO has a direct or indirect interest in this RFQ process nor has or had participation in the preparation of the documents that sign part of the statement of qualifications and proposal presented.
7. No public official or employee of the ASG and PRIDCO has a financial interest in any employee and personnel of the entity that I represent and who, likewise, have not had a direct or indirect financial interest with them in the last four (4) years.
8. No public official or employee of the ASG and PRIDCO has requested or accepted, directly or indirectly, to be the means of any person or entity with an interest in the statement of qualifications and proposal that I present, including the Proponent, any property of any value, including gifts, gratuities, contributions, services, donations, loans or to any member of your immediate family, or relatives, or to any person, as a form of compensation for performing the duties and responsibilities of your position in connection with this RFQ process.
9. I recognize that the ASG and PRIDCO is highly committed to the effective use of Government resources for the benefit of the people of Puerto Rico. Therefore, ASG and PRIDCO will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico. In light of the foregoing, I, as the Proponent's authorized representative, also certify that:



- a. I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code Law for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement to execute transactions or establish agreements with ASG and PRIDCO.
  
- b. As an authorized representative of the Proponent, I affirm and certify the veracity of what is disclosed herein. In addition, I acknowledge the applicability of the administrative remedies provided in 31 U.S.C. Chapter 38 for false or fraudulent disclosures.

In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Name and position of the official authorized by the Proponent

\_\_\_\_\_  
Signature of the Authorized Representative of the Proponent



**ATTACHMENT X - ANTI-LOBBY CERTIFICATION**

The undersigned certifies, to the best of its knowledge and belief, that:

- No appropriated federal funds have been or will be paid, by or on behalf of the undersigned, to any person to influence or attempt to influence an official or employee of an agency, a member of Congress, an official or employee of Congress, or an employee of a member of Congress for the award of any Federal contract, Federal grant, Federal loan, or the signing of any cooperative agreement, or to extend, continue, renew, amend, or modify any Federal contract, award, loan, or agreement of cooperation.
- If non-Federal funds have been paid or are contemplated to be paid to any person to influence or attempt to influence an official or employee of any agency, a member of Congress, an official 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 the Standard Form-LLL, "Lobbying Reporting Disclosure Form" in accordance with his instructions.
- The undersigned will require that the language of this certification be included in all subawards of funds, at all levels of contracting (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and will require all subrecipients certify and disclose the required information.
- This certification is a material representation of the facts or presumptions on which this contract rests at the time of its execution. Submission of this certification is a transactional prerequisite imposed by section 1352, Title 31, U.S.C. Any person who fails to submit the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

The Proponent, \_\_\_\_\_, certifies or affirms the truth and accuracy of each statement of its certification and disclosure, if any. Further, the Proponent understands and agrees with the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Statements and Claims, will apply to this certification and disclosure, to the extent applicable.

\_\_\_\_\_  
Signature of official authorized by the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and position of the official authorized by the Proponent





**ATTACHMENT XI - NON-COLLUSION CERTIFICATION**

I, \_\_\_\_\_ [name of Proponent's authorized representative], of legal age,  
\_\_\_\_\_ [marital status], \_\_\_\_\_ [profession], and a resident of  
\_\_\_\_\_, \_\_\_\_\_ [state or territory of residence], in my capacity as  
\_\_\_\_\_ [job title] of  
\_\_\_\_\_ [corporation name] (hereinafter, the "Proponent declares that:

1. My personal circumstances are those mentioned above.
2. I am the \_\_\_\_\_ [corporation title] of the Proponent, with power and authority to execute this declaration.
3. By submitting this offer, the Proponent and each person signing on behalf of the Proponent certify, under penalty of perjury, that to the best of their knowledge and belief:
  - a. the prices of the offer have been established independently without collusion, consultation, communication, or agreement, with the purpose of restricting competition, as to any matter related to such prices with any other offeror or with any Proponent;
  - b. unless otherwise required by applicable law, the prices that have been quoted in the offer have not been knowingly disclosed by the Proponent and will not be knowingly disclosed by the Proponent prior to opening, directly or indirectly, to any another Proponent; and
  - c. the Proponent has not attempted and will not attempt to induce any other person, partnership, or corporation to submit or not submit a RFQ for the purpose of restricting competition.

In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Name and position of the official authorized by the Proponent

\_\_\_\_\_  
Signature of the Authorized Representative of the Proponent



**ATTACHMENT XII - LIMITED DENIAL OF PARTICIPATION (LDP) / STATEMENT OF  
SUSPENSION OR DISQUALIFICATION**

I \_\_\_\_\_, of legal age, \_\_\_\_\_,  
(Name of the Proponent's authorized representative) (marital status)  
\_\_\_\_\_, and resident of \_\_\_\_\_,  
(profession) (city) (state)  
in the capacity of \_\_\_\_\_  
(position)

At \_\_\_\_\_ I certify that,  
(Name of Proponent)

1. By signing this Certification, the Proponent's representative certifies that the firm, company, or person submitting the RFQ has not been suspended, debarred, or legally prevented from engaging in any procurement activity with any federal, state, or local government.
2. Signing this Certification without disclosing all pertinent information regarding a debarment or suspension will result in the rejection of your offer or the cancellation of a contract. The General Services Administration (ASG) may also exercise any other remedy available by law.

In \_\_\_\_\_, \_\_\_\_\_, today \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Name and position of the official authorized by the Proponent

\_\_\_\_\_  
Signature of the Authorized Representative of the Proponent



**ATTACHMENT XIII- CERTIFICATION ON EXCLUSION, SUSPENSION, INELIGIBILITY  
OR VOLUNTARY EXCLUSION**

By submitting this certification, the Proponent \_\_\_\_\_ certifies that:

- (1) Neither the entity nor any of its officers have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily barred from participating in this transaction by any Federal department or agency;
- (2) Promptly notify the submitted in writing if at any time the entity discovers that its certification was in error at the time of submission or has become in error because circumstances have changed;
- (3) You will not knowingly participate in a lower-level covered transaction with a person who has been disqualified, suspended, or found ineligible or who has been voluntarily excluded from participating in this covered transaction, unless authorized by the department or agency with from which said transaction originated;
- (4) Include the provision titled “Certification Regarding Debarment, Suspension, Ineligibility, and Opt-Out in Lower Tier Covered Transactions,” without modifying that provision, in all lower-tier covered transactions and in all applications for covered transactions lower level;
- (5) The certifications included in this document constitute a material representation of the facts that served as a basis for this transaction when the transaction was carried out; and
- (6) If the entity cannot certify any of the statements included in this certification, the entity must attach an explanation to this certification.

\_\_\_\_\_  
Signature of the authorized representative of the Proponent

Date: \_\_\_\_\_  
(month /day/ year)

\_\_\_\_\_  
Name and two surnames in printed letters of the authorized representative of the Proponent



## ATTACHMENT XIV

## **Construction Sequence**

1. Procurement of long-lead items
2. Partial mobilization
3. Above ground CES Plan
4. Dismantling and removal of StarKist above ground structure
5. Final installation of staging Area
6. Coral and marine life relocation.
7. Water CES Plan installation
8. Demolition above ground and sunken barge removal
9. Sheet pile installation from sea (Bulkhead)
10. Repair (retrofitting) of West Pier piles and under structural deck.
11. West Revetment boulders placement.
12. Street #3 work earthwork fill and stone columns installation.
13. Infrastructure and underground utilities installation.
14. Earthwork and Stone columns installation on bulkhead area.
15. Fill and preparation to repair and redo on-grade slabs all along the bulkhead.
16. Street #3 sidewalks and planting areas above ground utilities construction and installation.
17. Asphalt finish (pavement sections).
18. East Revetment boulders placement.
19. Slabs on ground construction on along East Revetment.
20. Guardhouse construction (while West and bulkhead construction are finished)
21. Cleats, bollards, and lighting poles installation.
22. Removal of all exceed debris.
23. Repair of any existing damages (occur such as project fences, any slabs cracked, etc.)

**Note:**

1. Bulkhead sheet pile installation shall commence once the sunken barge is removed.
2. Dredging can commence once the new sheet pile is finished.
3. Removal of water CES Plan can occur once all dredging has been completed.