





DEPARTMENT OF  
**HOUSING**

GOVERNMENT OF PUERTO RICO



**Supplier Profile Sheet**  
**Single Audit Services for FY 2026**  
**Community Development Block Grant – Disaster Recovery**  
**Community Development Block Grant – Mitigation**  
**Puerto Rico Department of Housing**

**To: Puerto Rico Department of Housing**

[aromero@vivienda.pr.gov](mailto:aromero@vivienda.pr.gov)

**Supplier Data**

**(1) Supplier's Legal Name:** \_\_\_\_\_

**(2) Supplier's Tax ID:** \_\_\_\_\_

**(3) Supplier's UEI No.:** \_\_\_\_\_

**(4) Supplier's Physical Address:** \_\_\_\_\_  
*(Street Address Line 1)*

\_\_\_\_\_  
*(Street Address Line 2)*

\_\_\_\_\_  
*(City) (State) (Zip)*

**(5) Supplier's Postal Address:** \_\_\_\_\_  
*(Street Address Line 1)*

\_\_\_\_\_  
*(Street Address Line 2)*

\_\_\_\_\_  
*(City) (State) (Zip)*

**(6) Supplier's Phone Number:** \_\_\_\_\_

**(7) Supplier's Email Address:** \_\_\_\_\_

**(8) Select the options that apply, if any**

<input type="checkbox"/> <b>Women Business Enterprise</b>	<input type="checkbox"/> <b>Minority Business Enterprise</b>	<input type="checkbox"/> <b>Section 3 Resident</b>	<input type="checkbox"/> <b>Section 3 Business</b>
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**(9) Supplier's Authorized Representative:**

\_\_\_\_\_  
*(Authorized Representative Name)*

\_\_\_\_\_  
*(Authorized Representative Position)*

**The Supplier hereby certifies that the above information is accurate:**

\_\_\_\_\_  
*(Authorized Representative Signature)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Authorized Representative Name)*

**ATTACHMENT A**  
**TERMS AND CONDITIONS TO THE CONTRACT/PURCHASE ORDERS FOR CDBG-DR/MIT**

The following terms and conditions are made part of the contract/purchase order entered into between the Puerto Rico Department of Housing (PRDOH) and all its vendors and **CONTRACTORS** (hereinafter "**CONTRACTOR**") whether for services or supplies. The **CONTRACTOR** acknowledges that non-compliance with the terms and conditions in this attachment and the terms and conditions in the contract/purchase order may result in the termination of the contract/purchase order.

**TERMS AND CONDITIONS**

- 1) The **CONTRACTOR** shall furnish all necessary labor, materials, tools, equipment, software, supplies, and transportation necessary for the performance of the **CONTRACTOR**'s duties under the contract/ purchase order. The **CONTRACTOR** shall procure all necessary permits, consents, and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body. The **CONTRACTOR** shall pay any applicable sales, use, or personal property taxes arising out of this contract/purchase order and the transactions contemplated thereby. Any other taxes levied upon this contract/purchase order, the transaction, of the equipment, or services delivered pursuant here shall be borne by the **CONTRACTOR**. It is clearly understood that the PRDOH is exempt from any taxes regarding performance of the scope of work of this contract/purchase order.
- 2) The **CONTRACTOR** shall be solely responsible for all damages to persons and/or property that occur as result of **CONTRACTOR**'S negligence, and shall take proper safety and health precautions to protect the health and the property of the general public in relation with the scope of work of the contract/ purchase order. In no event, the PRDOH shall be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. The **CONTRACTOR** and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this contract/purchase order by the **CONTRACTOR** or against personal injuries or property damage resulting from any act of negligence or omission by the **CONTRACTOR** and its affiliates in connection with this contract/purchase order.
- 3) The **CONTRACTOR** agrees to indemnify, defend and hold harmless the PRDOH, their officers, and employees from and against: 1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract/purchase order; 2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data used under this contract/purchase order in a manner not authorized by the contract/purchase order, or by federal or State statutes or regulations; 3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.
- 4) The **CONTRACTOR**'s responsibility under the contract/ purchase order will terminate when all work has been completed, the final inspection by the PRDOH has been made and the work and/or supplies have been accepted by the PRDOH authorized representative. The **CONTRACTOR** will remain responsible as required by the applicable guaranties.
- 5) Performance warranty:
  - a. **CONTRACTOR** warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
  - b. **CONTRACTOR** warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of **CONTRACTOR**'s trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
  - c. If **CONTRACTOR** submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require **CONTRACTOR**, at its sole expense, to:
    - i. repair or replace Deliverables that do not meet specifications;
    - ii. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
    - iii. pay liquidated damages for any past due Deliverable; and
    - iv. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.
- 6) The **CONTRACTOR** will submit in writing to the Contracting Officer any complaint and/or dispute it might have related to its duties under the contract/ purchase order and/or the rejection of the services and/or goods by the PRDOH. The Contracting Officer will render a decision regarding the dispute within thirty (30) days, after receipt of the **Contractor**'s complaint, and this decision will be final.
- 7) The **CONTRACTOR** will not hire SUBCONTRACTORS that have been denied participation in HUD and/or the Government of Puerto Rico contracting programs. The **CONTRACTOR** must verify the eligibility of the subcontractors in the System for Award Management (SAM) and in the Limited Denial of Participation List (LDP), and retain documentation of the search results to

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confirm eligibility of the subcontractors. To comply with the eligibility verification process, the **CONTRACTOR** may request assistance from the CDBG-DR/MIT Procurement Office at the following email address: cdbgdpr-procurement@vivienda.pr.gov. All terms and conditions herein apply to subcontractors.

- 8) The PRDOH, the Government of Puerto Rico, HUD, and the U.S. Comptroller General shall have unlimited access to records produced in the performance of the duties under the contract/ purchase order, whether written or mechanized in possession of the **CONTRACTOR**, for a period of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR/MIT program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this contract/purchase order, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- 9) The **CONTRACTOR** warrants that to the best of its knowledge, it does not have any apparent or real conflict of interest, defined as a situation in which **CONTRACTOR** may have an unfair competitive advantage over other **CONTRACTORS** or prospective **CONTRACTORS** regarding any PRDOH procurement proceedings. If the **CONTRACTOR** discovers a conflict of interest after the contract was awarded, the **CONTRACTOR** before the award was made and intentionally did not disclose it to the PRDOH, the Contracting Officer may terminate the contract/ purchase order through written notification.
- 10) In the event that the **CONTRACTOR** is not in compliance with any of the terms and conditions in this attachment and/or the terms and conditions in the contract/ purchase order, the Contracting Officer may cancel the contract/purchase order immediately and it may declare the **CONTRACTOR** ineligible for further Puerto Rico Department of Housing contracts.
- 11) The PRDOH may terminate in whole or in part this contract/purchase order if **CONTRACTOR** fails to fulfil any of its obligations, for its convenience (necessary or convenient to the PRDOH), at PRDOH's discretion (with or without cause), if **CONTRACTOR** unilaterally and without prior notice chooses to abandon in any shape, form, or fashion or ceases and desists in the specific performance of its general and particular duties and responsibilities as agreed, if the **CONTRACTOR** is subject to a criminal or criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the **CONTRACTOR** is subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the **CONTRACTOR** of this contract/purchase order, if the **CONTRACTOR** has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided to the PRDOH, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this contract/purchase order, or if any judgment that obligates the PRDOH to terminate the contract/purchase order pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- 12) The work to be performed under this contract/purchase order is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Thresholds for section 3 covered housing and community development assistance are the following: A- Recipient, The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.00. B- **CONTRACTOR** and subcontractor. The requirements of this part apply to **CONTRACTORS** and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.00 and the contract or subcontract exceeds \$100,000.00. The **CONTRACTOR** agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The **CONTRACTOR** will not subcontract with any subcontractor where the **CONTRACTOR** has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract/purchase order for default, and debarment or suspension from future HUD assisted contracts.
- 13) The **CONTRACTOR** acknowledges that compliance with all applicable Federal anti-discrimination and civil rights laws is material to the Government's decision to award and make payments under this contract, within the meaning of 31 USC § 3729 (b)(4).
- 14) Any additional funds to complete the services or goods requested by the PRDOH to the **CONTRACTOR** will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this contract/purchase order.
- 15) An authorized representative of the PRDOH will review invoices and, if adequate, will approve and process its payment.

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- 16) While providing the services under this contract/purchase order, the **CONTRACTOR** must adhere to applicable requirements of the CDBG-DR/MIT grant. If the **CONTRACTOR** performs ineligible activities under the CDBG-DR/MIT grant or program, the **CONTRACTOR** cannot include them in the invoice for payment to the **CONTRACTOR**.
- 17) **CONTRACTOR** shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this contract/purchase order. **CONTRACTOR** shall reimburse such disallowed costs from funds other than those **CONTRACTOR** received under this contract/purchase order.
- 18) The **CONTRACTOR** acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs.
- 19) In order for the **CONTRACTOR** to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:  
"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."
- 20) With the exception of the **CONTRACTOR**'s working papers, the **CONTRACTOR** acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the **CONTRACTOR**, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the **CONTRACTOR** shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the **CONTRACTOR** recognizes the PRDOH's right to request such documentation or computer program data. If the **CONTRACTOR** fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- 21) Proof of expenditures incurred by the **CONTRACTOR** on behalf of PRDOH shall be made available to PRDOH. The **CONTRACTOR** agrees to maintain accurate records and files of all contract/purchase order documents, correspondence, book estimates, bills, and other information related to the **CONTRACTOR** account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this contract/purchase order, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations.
- 22) Non-disclosure and Confidentiality:
  - a. Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its **CONTRACTOR** (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by **CONTRACTOR**, its agents or representatives, in connection with PRDOH operations.
  - b. Non-Disclosure: **CONTRACTOR** agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, **CONTRACTOR**, corporation, or association for any purpose whatsoever. **CONTRACTOR** further agrees that, except as they relate to the normal course of the service, the **CONTRACTOR** will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. **CONTRACTOR** retains the right to control its work papers subject to these confidentiality provisions.
  - c. Return Documents: Upon receipt of written request from the PRDOH, **CONTRACTOR** will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in **CONTRACTOR**'s or its agent's possession. **CONTRACTOR** reserves the right to retain a set of its work papers.
  - d. Equitable Relief: The **CONTRACTOR** acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The **CONTRACTOR** further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the **CONTRACTOR** agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.
- 23) Nothing contained in this contract/purchase order shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the **CONTRACTOR**.
- 24) The **CONTRACTOR** certifies, to the best of his or her knowledge, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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- agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The **CONTRACTOR** shall require that the language of this certification be included in the award documents for all subcontracts. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The **CONTRACTOR** acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The **CONTRACTOR** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. §3801 et seq, apply to this certification and disclosure, if any.
- 25) The **CONTRACTOR** certifies that it does not operate, maintain, or promote any program, policy, or activity—including those labeled as diversity, equity, or inclusion (DEI)—that violates any applicable Federal anti-discrimination or civil rights law. This includes but is not limited to: Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), and the Americans with Disabilities Act of 1990.
- 26) The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 27) The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.
- 28) The Federal Government is not a party to this contract/purchase order and is not subject to any obligations or liabilities to the non-Federal entity, **CONTRACTOR**, or any other party pertaining to any matter resulting from the contract/purchase order.
- 29) **CONTRACTOR** shall produce all insurance required by the PRDOH, if any.
- 30) In the event that **CONTRACTOR** files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this contract/purchase order null and void, and terminate this contract/purchase order without notice.
- 31) This contract/purchase order shall be binding upon and shall inure to the benefit of PRDOH and the **CONTRACTOR**, their successors and assigns. The **CONTRACTOR** shall not assign this contract/purchase order, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.
- 32) The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, **CONTRACTOR**, corporation, or other entity without the prior, express, and written consent of the other party.
- 33) The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this contract/purchase order shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.
- 34) This contract/purchase order shall be governed by, interpreted and enforced in accordance with, the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this contract/purchase order in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.
- 35) The fulfillment of this contract/purchase order is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this contract/purchase order must be made in accordance with this contract/purchase order, the policies and procedures promulgated under the CDBG-DR/MIT Program, and any other applicable laws. Further, **CONTRACTOR** acknowledges that all funds are subject to recapture and repayment for non-compliance.
- 36) PRDOH may recapture payments it makes to **CONTRACTOR** that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this contract/purchase order, including any unapproved expenditures. **CONTRACTOR** must refund such recaptured payments within thirty (30) days after the PRDOH issues notice of recapture to **CONTRACTOR**
- 37) **CONTRACTOR** shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this contract/purchase order. **CONTRACTOR** shall reimburse such disallowed costs from funds other than those **CONTRACTOR** received under this contract/purchase order.
- 38) The terms and conditions of this contract/purchase order related to the following subjects shall survive the termination or expiration of this contract/purchase order: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT and/or state funds; ownership and intellectual property, copyright; records retention methods

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and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent **CONTRACTOR** relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this contract/purchase order shall so survive.

- 39) Pursuant to CC 1300-16-16 of the Puerto Rico Department of the Treasury, the contractor certifies that it has complied with its tax responsibilities or, if there is a debt, that it is covered by a payment plan with the terms and conditions of which it is complying. Therefore, if the contract's total cost does not exceed the amount of sixteen thousand dollars (\$16,000.00), the contractor will not have to submit the required documents prior to the formalization of contracts established in CC 1300-16-16.
- 40) The PRDOH will not accept any additional Terms and Conditions not included as part of the solicitation. In the event that the **CONTRACTOR** includes as part of their quote any additional terms to provide the services, the PRDOH must expressly have to agree to accept those terms. If there is any discrepancy between PRDOH's Terms and Conditions and the terms included in the quote, PRDOH's Purchase Order Terms and Conditions shall prevail.

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## ATTACHMENT B

### ADDITIONAL CLAUSES TO THE PURCHASE ORDERS FOR CDBG-DR/MIT OTHER THAN CONSTRUCTION

The following additional clauses are made part of the contract/purchase order entered into between the Puerto Rico Department of Housing (PRDOH) and its contractors for other than construction services or supplies. The **Contractor** acknowledges that noncompliance with the terms and conditions in this Attachment B and the terms and conditions in the contract/ purchase order and the Attachment A, may result in the termination of the contract/purchase order.

#### TERMS AND CONDITIONS

- 1) The **PRDOH** shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by **Contractor** pursuant the terms of this contract/ purchase order, including, but not limited to, reports, memorandum, or letters.
- 2) The **Contractor** shall comply with all mandatory standards and policies relating to energy efficiency which are contain in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 3) **Procurement of Recovered Materials.**
  - a. The Contractor shall procure items designated in the Environmental Protection Agency (EPA) guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonable available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
  - b. Paragraph (a) shall apply to items purchased under this contract where: (i) the **Contractor** purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the **Contractor**: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.
- 4) **Termination for Cause and for Convenience (contracts of \$10,000 or more).**
  - a. The **PRDOH** may terminate this contract in whole, or in part, for the **PRDOH**'s convenience or the failure of the **Contractor** to fulfill the contract/purchase order obligations (cause/default). The **PRDOH** shall terminate by delivering to the **Contractor** a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the **Contractor** shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **PRDOH** all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
  - b. If the termination is for the convenience of the **PRDOH**, the **PRDOH** shall be liable only for the payment for services rendered before the effective date of the termination.
  - c. If the termination is due to the failure of the **Contractor** to fulfill its obligations under the contract (cause/default), the **PRDOH** may (1) require the **Contractor** to deliver to it, in the manner and to the extent directed by the **PRDOH**, any work described in the Notice of Termination; (2) take over the work and continue the same to completion by contract of otherwise, and the **Contractor** shall be liable for any additional cost incurred by the **PRDOH**; and (3) withhold any payments to the **Contractor**, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the **PRDOH** to the **Contractor**. In the event of termination for cause/default, the **PRDOH** shall be liable to the **Contractor** for reasonable costs incurred by the **Contractor** before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.
- 5) **For all other termination information, please refer to Attachment A.**

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**ATTACHMENT C**  
**CDBG-DR/MIT PURCHASE ORDERS CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS**

Given that the Agreement involves funds for which HUD is the oversight agency, the **CONTRACTOR** agrees to carry out its obligations under this Agreement in compliance with all the requirements described in Attachment D (HUD General Provisions) and the following provisions:

**A. Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the **CONTRACTOR** certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The **CONTRACTOR** further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The **CONTRACTOR** shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The **CONTRACTOR** will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the **CONTRACTOR** agrees to pay and/or to remain current with any repayment plan agreed to by the **CONTRACTOR** with the Government of Puerto Rico.

**B. Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the **CONTRACTOR** certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The **CONTRACTOR** accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every **CONTRACTOR** and subcontractor whose service the **CONTRACTOR** has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

**C. Social Security and Income Tax Retentions:** The **CONTRACTOR** will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.

**D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The **CONTRACTOR** certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The **CONTRACTOR** further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The **CONTRACTOR** shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The **CONTRACTOR** will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the **CONTRACTOR** agrees to pay and/or to remain current with any repayment plan agreed to by the **CONTRACTOR** with the Government of Puerto Rico with regards to its property taxes.

**E. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the **CONTRACTOR**, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as Departamento de Hacienda del Gobierno de Puerto Rico). The PRDOH will adjust such withholdings provided the **CONTRACTOR** produces satisfactory evidence of partial or total exemption from withholding.

**F. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The **CONTRACTOR** certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, supra, known as the "Puerto Rico Workers' Accident Compensation Act".

**G. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The **CONTRACTOR** certifies and guarantees that at the signing of this Agreement that the **CONTRACTOR** nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The **CONTRACTOR** shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The **CONTRACTOR** will be given a specific amount of time by PRDOH to deliver said documents.

**H. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The **CONTRACTOR** hereby certifies that in signing this Agreement it is in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

**I. Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The **CONTRACTOR** certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency requests or accepts me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) request or accept any good

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of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant requested me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

**J. Non-Conviction.** The **CONTRACTOR** certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, **CONTRACTOR** also certifies that:

**a.** It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.

**b.** It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.

**c.** It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.

**d.** The **CONTRACTOR** represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the **CONTRACTOR** agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.

**K. Other payments or compensation:** The **CONTRACTOR** certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

**L. Consequences of Non-Compliance:** The **CONTRACTOR** expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PRDOH to render this Agreement null and void and the **CONTRACTOR** reimburse to PRDOH all moneys received under this Agreement.

**M. Compliance with Federal Law, Regulations & Executive Orders:** The **CONTRACTOR** acknowledges that HUD financial assistance will be used to fund the contract/purchase order only. Also, the **CONTRACTOR** shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR/MIT and CDBG program services. This includes without limitation, applicable Federal Registers; 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 waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, **CONTRACTOR** shall comply, without limitation, those set forth in HUD's General Provisions.

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**ATTACHMENT D**  
**HUD GENERAL PROVISIONS**

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The **CONTRACTOR** shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

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

**General Provisions:**

**1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

**2. STATUTORY AND REGULATORY COMPLIANCE**

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

**3. BREACH OF CONTRACT TERMS**

The PRDOH reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the **CONTRACTOR** or any of its subcontractors violate or breach any Contract term. If the **CONTRACTOR** or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**4. REPORTING REQUIREMENTS**

The **CONTRACTOR** shall complete and submit all reports, in such form and according to such schedule, as may be required by the PRDOH and/or the Government of Puerto Rico. The **CONTRACTOR** shall cooperate with all the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

**5. ACCESS TO RECORDS**

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

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**6. MAINTENANCE/RETENTION OF RECORDS**

All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

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

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

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the **CONTRACTOR** shall file Form HUD 2516 (Contract and Subcontract Activity) with the PRDOH on a quarterly basis.

**8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

**9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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

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

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**11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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 **CONTRACTOR** agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

**12. AGE DISCRIMINATION ACT OF 1975**

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 shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under, any program or activity receiving Federal financial assistance.

**13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**14. CONFLICTS OF INTEREST**

The **CONTRACTOR** shall notify the PRDOH as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 or 84.42, if applicable). The **CONTRACTOR** shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The **CONTRACTOR** shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The **CONTRACTOR** shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

**15. SUBCONTRACTING**

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The **CONTRACTOR** represents to the PRDOH that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

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The **CONTRACTOR** will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

**16. ASSIGNABILITY**

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

**17. INDEMNIFICATION**

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

**18. COPELAND "ANTI-KICKBACK" ACT**

**(Applicable to all construction or repair contracts)**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The **CONTRACTOR** shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

The **CONTRACTOR** shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by **CONTRACTORS** or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the **CONTRACTORS** and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

**20. DAVIS-BACON ACT**

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

The **CONTRACTOR** shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by **CONTRACTORS** or subcontractors, including employees of other governments, on construction work assisted under this Contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

On a semi-annual basis, the **CONTRACTOR** shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRDOH.

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**21. TERMINATION FOR CAUSE**

**(Applicable to contracts exceeding \$10,000)**

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

**22. TERMINATION FOR CONVENIENCE**

**(Applicable to contracts exceeding \$10,000)**

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

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973**

**(Applicable to contracts exceeding \$10,000)**

The **CONTRACTOR** shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

**Equal Opportunity for Workers with Disabilities:**

- 1) The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The **CONTRACTOR** agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - a. Recruitment, advertising, and job application procedures;
  - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - c. Rates of pay or any other form of compensation and changes in compensation;
  - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - e. Leaves of absence, sick leave, or any other leave;
  - f. Fringe benefits available by virtue of employment, whether or not administered by the **CONTRACTOR**;
  - g. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - h. Activities sponsored by the **CONTRACTOR** including social or recreational programs; and
  - i. Any other term, condition, or privilege of employment.

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- 2) The **CONTRACTOR** agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the **CONTRACTOR's** noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the **CONTRACTOR'S** obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The **CONTRACTOR** must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the **CONTRACTOR** may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The **CONTRACTOR** will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the **CONTRACTOR** is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The **CONTRACTOR** will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The **CONTRACTOR** will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **24. EQUAL EMPLOYMENT OPPORTUNITY**

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

The **CONTRACTOR** shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this Agreement, the **CONTRACTOR** agrees as follows:

- 1) The **CONTRACTOR** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The **CONTRACTOR** shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The **CONTRACTOR** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The **CONTRACTOR** shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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- 3) The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The **CONTRACTOR** will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the **CONTRACTOR's** commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The **CONTRACTOR** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The **CONTRACTOR** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the **CONTRACTOR's** non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the **CONTRACTOR** may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) **CONTRACTOR** shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The **CONTRACTOR** will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the **CONTRACTOR** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

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

The **CONTRACTOR** certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The **CONTRACTOR** agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

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

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

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

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

**27. ANTI-LOBBYING**  
**(Applicable to contracts exceeding \$100,000)**

By the execution of this Contract, the **CONTRACTOR** certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the **CONTRACTOR**, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

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

of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the **CONTRACTOR** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. BONDING REQUIREMENTS**  
**(Applicable to construction and facility improvement contracts exceeding \$100,000)**

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

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

**29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**  
**(As required by applicable thresholds)**

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

Entity: \_\_\_\_\_  
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- 3) The **CONTRACTOR** agrees to send to each labor organization or representative of workers with which the **CONTRACTOR** has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the **CONTRACTOR's** commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The **CONTRACTOR** agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The **CONTRACTOR** will not subcontract with any subcontractor where the **CONTRACTOR** has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The **CONTRACTOR** will certify that any vacant employment positions, including training positions, that 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 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the **CONTRACTOR's** obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the **CONTRACTOR** shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

### 30. FAIR HOUSING ACT

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

### 31. ENERGY POLICY AND CONSERVATION ACT

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

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

**32. HATCH ACT**

**CONTRACTOR** agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing **CONTRACTOR**, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The **CONTRACTOR** may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

**33. HEALTH AND SAFETY STANDARDS**

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

**34. PERSONNEL**

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

**35. WITHHOLDING OF WAGES**

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

**36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

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

**37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS**

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

**38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

The **CONTRACTOR** agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The **CONTRACTOR** will be aware of and avoid any violation of the laws of this State which prohibit municipal officers

Entity: \_\_\_\_\_  
Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefrom or connected therewith.

The **CONTRACTOR** will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

**39. INTEREST OF CERTAIN FEDERAL OFFICERS**

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

**40. INTEREST OF CONTRACTOR**

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

**41. POLITICAL ACTIVITY**

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.

**42. RELIGIOUS ACTIVITY**

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

**43. FLOOD DISASTER PROTECTION ACT OF 1973**

The **CONTRACTOR** will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

**44. LEAD BASED PAINT**

The **CONTRACTOR** must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR/MIT funds.

**45. VALUE ENGINEERING**

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

The **CONTRACTOR** must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318.(g).



DEPARTMENT OF  
**HOUSING**

GOVERNMENT OF PUERTO RICO



**NON-CONFLICT OF INTEREST CERTIFICATION**  
**[CERTIFICACIÓN NEGATIVA DE CONFLICTO DE INTERÉS]**

**Single Audit Services for FY 2026**

**Community Development Block Grant – Disaster Recovery and**

**Community Development Block Grant – Mitigation**

**Puerto Rico Department of Housing**

**[Programa de Subvención en Bloque para el Desarrollo Comunitario para la Recuperación ante  
Desastres y Programa de Subvención en Bloque para el Desarrollo Comunitario para Mitigación]**

**Puerto Rico Department of Housing**

**[Departamento de la Vivienda de Puerto Rico]**

Proposing

Entity Name: \_\_\_\_\_

*[Nombre de la Entidad*

*Proponente:]*

The Proposing Entity interested in doing businesses, certifies to the best of its knowledge and belief that:

*[La Entidad Proponente que interesa hacer negocios certifica a su mejor conocimiento y creencia que:]*

1. No public official, employee or agent of the Procuring Entity possesses any financial interest in this contract, or business transaction, and that, likewise, has had no direct or indirect financial interest with PRDOH for the past **two (2) years**.

*[Ningún (a) servidor (a) público (a), empleado (a) o agente de la Entidad Adquiriente tiene interés pecuniario en este contrato o transacción comercial, y tampoco ha tenido en los últimos **dos (2) años** directa o indirectamente interés pecuniario con Vivienda.]*

2. No public official, employee or agent of the Procuring Entity has solicited or accepted, directly nor indirectly, for himself (herself), or any member of his (her) family unit<sup>1</sup>, or any other party, any goods of any value – including, gifts, gratuities, contributions, services, donations, loans or any other item of monetary value.

*[Ningún (a) servidor (a) público (a), empleado o agente de la Entidad Adquiriente ha solicitado o aceptado, directa o indirectamente, para sí mismo, o para algún miembro de su unidad familiar<sup>1</sup>, o para cualquier otra persona, bienes de cualquier valor –incluyendo regalos, gratificaciones, favores, servicios, donativos, préstamos o cualquier otra cosa de valor monetario.]*

3. No public official or employee has solicited or accepted goods of any value, related to this transaction from any representative of the Proposing Entity as a form of compensation for performing the duties and responsibilities of his or her position.

*[Ningún(a) servidor(a) público(a) o empleado ha solicitado o aceptado bienes de cualquier valor, vinculados a esta transacción, de persona alguna de la Entidad Proponente como pago por realizar los deberes y responsabilidades de su puesto.]*

4. No public official or employee has accepted, or solicited from any person whatsoever directly or indirectly, either for himself (herself), for any member of his (hers) family unit, or for any other person, business or entity,

<sup>1</sup> Family unit means: Those whose financial matters are under the control of the public official, as stated in the Puerto Rico Government Ethics Act of 2011. (Act No. 1-2012 of January 3, 2012). *Unidad familiar* — Aquellos cuyos asuntos financieros están bajo el control del servidor público, según establecido en la Ley de Ética Gubernamental de Puerto Rico de 2011. (Ley Núm. 1-2012 aprobada el 3 de enero de 2012).

any asset whatsoever of monetary value, including gifts, loans, promises, favors, or services, in exchange for the actions of said public official or employee being of influence on behalf of my person or the Entity.

*[Ningún(a) servidor(a) público(a) o empleado ha solicitado o aceptado, directa o indirectamente, para sí mismo, para algún miembro de su unidad familiar, ni para cualquier otra persona, negocio o entidad, bien alguno de valor económico, incluyendo regalos, préstamos, promesas, favores o servicios a cambio de que la actuación de dicho servidor (a) público (a) esté influenciada a favor de mi persona o de la Entidad Proponente.]*

5. There is no kindred relationship within the fourth (4<sup>th</sup>) degree of consanguinity and second (2<sup>nd</sup>) degree of affinity with any public official or employee in position of influencing or participating in institutional decisions of the Procuring Entity.

*[No existe relación de parentesco, dentro del cuarto (4to) grado de consanguinidad y segundo (2do) grado por afinidad, con ningún (a) servidor (a) público (a) que tenga facultad para influenciar o participar en las decisiones institucionales de la Entidad Adquiriente.]*

The Procuring Entity is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. We are committed to support and comply with Title III of Act 2-2018, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

*[La Entidad Adquiriente está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio del pueblo de Puerto Rico. Estamos comprometidos con apoyar y cumplir con el Título III de la Ley 2-2018 Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico.]*

The entity doing or interested in doing business certifies that:

*[La entidad que hace o interesa hacer negocios certifica que:]*

1. Agrees to comply with the applicable 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 Seekers for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the Entity.

*[Acuerda cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconoce que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquiriente.]*

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Signature of Proposing's Entity Authorized Representative  
*[Firma de representante autorizado de la Entidad Proponente]*

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Date  
*[Fecha]*

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Printed Name of Proposing's Entity Authorized Representative  
*[Nombre y dos apellidos en letra de molde de representante autorizado de la Entidad Proponente]*



DEPARTMENT OF  
**HOUSING**

GOVERNMENT OF PUERTO RICO



**NON-CONFLICT OF INTEREST CERTIFICATION**  
**[CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS]**

**Small Purchase**

**Single Audit Services for FY 2026**

**Community Development Block Grant – Disaster Recovery**

**Community Development Block Grant – Mitigation**

**[Programa de Subvención en Bloque para el Desarrollo Comunitario para la Recuperación ante  
Desastres y Programa de Subvención en Bloque para el Desarrollo Comunitario para Mitigación]**

**Puerto Rico Department of Housing**

**[Departamento de la Vivienda de Puerto Rico]**

Proposing

Entity Name: \_\_\_\_\_

*[Nombre de la Entidad*

*Proponente:]*

The Proposing Entity interested in doing businesses, certifies to the best of its knowledge and belief that:

*[La Entidad Proponente que interesa hacer negocios certifica a su mejor conocimiento y creencia que:]*

1. No public official, employee or agent of the Procuring Entity possesses any financial interest in this contract, or business transaction, and that, likewise, has had no direct or indirect financial interest with PRDOH for the past **two (2) years**.

*[Ningún (a) servidor (a) público (a), empleado (a) o agente de la Entidad Adquiriente tiene interés pecuniario en este contrato o transacción comercial, y tampoco ha tenido en los últimos **dos (2) años** directa o indirectamente interés pecuniario con Vivienda.]*

2. No public official, employee or agent of the Procuring Entity has solicited or accepted, directly nor indirectly, for himself (herself), or any member of his (her) family unit<sup>1</sup>, or any other party, any goods of any value – including, gifts, gratuities, contributions, services, donations, loans or any other item of monetary value.

*[Ningún (a) servidor (a) público (a), empleado o agente de la Entidad Adquiriente ha solicitado o aceptado, directa o indirectamente, para sí mismo, o para algún miembro de su unidad familiar<sup>1</sup>, o para cualquier otra persona, bienes de cualquier valor –incluyendo regalos, gratificaciones, favores, servicios, donativos, préstamos o cualquier otra cosa de valor monetario.]*

3. No public official or employee has solicited or accepted goods of any value, related to this transaction from any representative of the Proposing Entity as a form of compensation for performing the duties and responsibilities of his or her position.

*[Ningún(a) servidor(a) público(a) o empleado ha solicitado o aceptado bienes de cualquier valor, vinculados a esta transacción, de persona alguna de la Entidad Proponente como pago por realizar los deberes y responsabilidades de su puesto.]*

4. No public official or employee has accepted, or solicited from any person whatsoever directly or indirectly, either for himself (herself), for any member of his (hers) family unit, or for any other person, business or entity,

<sup>1</sup> Family unit means: Those whose financial matters are under the control of the public official, as stated in the Puerto Rico Government Ethics Act of 2011. (Act No. 1-2012 of January 3, 2012). *Unidad familiar* — Aquellos cuyos asuntos financieros están bajo el control del servidor público, según establecido en la Ley de Ética Gubernamental de Puerto Rico de 2011. (Ley Núm. 1-2012 aprobada el 3 de enero de 2012).

any asset whatsoever of monetary value, including gifts, loans, promises, favors, or services, in exchange for the actions of said public official or employee being of influence on behalf of my person or the Entity.

*[Ningún(a) servidor(a) público(a) o empleado ha solicitado o aceptado, directa o indirectamente, para sí mismo, para algún miembro de su unidad familiar, ni para cualquier otra persona, negocio o entidad, bien alguno de valor económico, incluyendo regalos, préstamos, promesas, favores o servicios a cambio de que la actuación de dicho servidor (a) público (a) esté influenciada a favor de mi persona o de la Entidad Proponente.]*

5. There is no kindred relationship within the fourth (4<sup>th</sup>) degree of consanguinity and second (2<sup>nd</sup>) degree of affinity with any public official or employee in position of influencing or participating in institutional decisions of the Procuring Entity.

*[No existe relación de parentesco, dentro del cuarto (4to) grado de consanguinidad y segundo (2do) grado por afinidad, con ningún (a) servidor (a) público (a) que tenga facultad para influenciar o participar en las decisiones institucionales de la Entidad Adquiriente.]*

The Procuring Entity is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. We are committed to support and comply with Title III of Act 2-2018, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

*[La Entidad Adquiriente está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio del pueblo de Puerto Rico. Estamos comprometidos con apoyar y cumplir con el Título III de la Ley 2-2018 Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico.]*

The entity doing or interested in doing business certifies that:

*[La entidad que hace o interesa hacer negocios certifica que:]*

1. Agrees to comply with the applicable 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 Seekers for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the Entity.

*[Acuerda cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconoce que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquiriente.]*

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Signature of Proposing's Entity Authorized Representative  
*[Firma de representante autorizado de la Entidad Proponente]*

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Date  
*[Fecha]*

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Printed Name of Proposing's Entity Authorized Representative  
*[Nombre y dos apellidos en letra de molde de representante autorizado de la Entidad Proponente]*



DEPARTMENT OF

# HOUSING

GOVERNMENT OF PUERTO RICO



**PRICE FORM**  
**Small Purchase**  
**Single Audit Service for FY 2026**  
**Community Development Block Grant-Disaster Recovery &**  
**Community Development Block Grant- Mitigation**  
**Puerto Rico Department of Housing**

Name of Vendor:

Position Description [A]	Hrs	Rate per Hour	Total
Partner	87	\$	
Manager	173	\$	
Senior Auditor	500	\$	
Staff Auditor	833	\$	
<b>Total hours</b>	<b>1593</b>	<b>Total</b>	
		Allowance [B]	\$10,000.00
<b>Total [A+B=C] (one-year contract)</b>			

**Notes on Proposal Cost**

- (1) Each service is subject to review under the Single Audit process. Full details and specific requirements for each service are outlined in the Scope of Work document, including compliance expectations, documentation standards, and cost allowability.
- (2) The Vendors must select all the services to offer.
- (3) The PRDOH has anticipated awarding the resultant Agreement an initial **one (1) year term with the option of up to one (1) additional annual extension.**
- (4) Rate per Hour must include the cost of any additional expenses such as profit, delivery fees, royalties, reimbursements, fringe benefits, updates and or maintenance, and any other administrative costs applicable to the services required. PRDOH will not be responsible for any costs other than those specified in any resulting contract from this SP.
- (5) PRDOH will contact the Selected Vendor(s) to make order requests as-needed basis.
- (6) The estimate must include the description of the work to be done, all costs involved for parts and labor. The estimate must be approved by PRDOH before commencing the repairs or services required.
- (7) The allocated allowance will be available for any unexpected costs and the purchase of any required parts, with no more than 15% gain on parts. Gain percent shall be include on estimate.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor's Printed Name



DEPARTMENT OF

# HOUSING

GOVERNMENT OF PUERTO RICO



**Scope of Work**  
**Small Purchase**  
**Single Audit Services for FY 2026**  
**Community Development Block Grant- Disaster Recovery**  
**Community Development Block Grant- Mitigation**  
**Puerto Rico Department of Housing**

## 1. Introduction and Overview

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The Puerto Rico Department of Housing (**PRDOH**) is issuing this Small Purchase (**SP**) for entities that can provide Single Services Audit for the Community Development Block Grant-Disaster Recovery (**CDBG-DR**) and Community Development Block Grant - Mitigation (**CDBG-MIT**) Programs.

This document defines the Single Audit Services tasks the Selected Supplier(s) must perform to support the Puerto Rico Department of Housing (**PRDOH**) for the fiscal year ending June 30, 2026. Single Audit Services will cover the expenditures of Federal awards by State-administered financial assistance programs originally defined in the Federal Single Audit Act of 1984 (**31 USC 7501 et. seq.**), then superseded by the Federal Single Audit Amendments of 1996 (**P.L.104-156**), and finally superseded by Title 2 U.S. Code of Federal Regulations (**CFR**) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**Uniform Guidance**). The auditor selected for this engagement is expected to conduct the Single Audit to fully meet all requirements as set forth in the Federal Single Audit Amendments of 1996, the Uniform Guidance (**2 CFR 200**) and all applicable Federal rules and regulations.

The PRDOH anticipates awarding the contract for an initial term of **one (1) year, with the option to extend the term for an additional one (1) year** at its sole discretion, subject to mutual written agreement. This contract does not guarantee a minimum level of services to be requested by PRDOH. The selected supplier(s) will be responsible for completing the activities described in this Scope of Services. All services performed under the resulting contract(s) will be authorized through task orders.

## 2. PRDOH's Reservation of Rights

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The PRDOH reserves the right, without limitations, to:

- i. Cancel this solicitation and reissue the Small Purchase (**SP**) or another version of it, if it deems that doing so is in the best interest of the PRDOH, and the Public Interest.
- ii. PRDOH shall have no obligation to compensate any suppliers for any costs incurred in responding to this SP.
- iii. To amend the contract(s) of the Selected Supplier to, among others: extend its original duration as further explained in the Small Purchase Package; extend its scope to include work under subsequent Community Development Block

- Grant – Disaster Recovery/Mitigation (CDBG-DR/MIT) or other federal programs action plans or allocations as related to the services requested herein; or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to services requested herein. This contract may also be renewed for purposes of providing Single Audit Services for an additional Fiscal Year.
- iv. Reject any or all quotations, waive any informality in the Small Purchase (**SP**) process, or terminate this SP at any time, if deemed to be in its best interests.
  - v. Reject and not consider any quotation that does not meet the requirements of this SP, including but not necessarily limited to incomplete proposals and/or quotations offering alternate or non-requested services.
  - vi. Extend the time of the Purchase Order if deemed necessary.
  - vii. To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
    - a. Funding is not available.
    - b. Legal restrictions are placed upon the expenditure of monies for this category.
    - c. PRDOH's requirements in good faith change after the award of the contract.
  - viii. Reserves the right to make an award to more than one supplier based on ratings.
  - ix. To request clarifications or revised pricing, including a Best and Final Offer (BAFO), from all responsive respondents, if deemed to be in the best interest of the Municipality.
  - x. Reserve the right to request additional information from all suppliers in order to determine their responsibility and/or to clarify their quotations.
  - xi. To contact any individuals, entities, or organizations that have had a business relationship with the suppliers regardless of their inclusion in the reference section of the quotation's submittal.
  - xii. To modify the quantity of the listed items and/or services during the contract term without exceeding the small purchase threshold in compliance with policies and procedures.
  - xiii. In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal, PRDOH reserves the right to seek monetary restitution, including, but not limited to, withholding of monies owed from the Contractor to cover costs for interim services and/or the difference in costs between the terminated Contractor's rate and the replacement's contractor's rate, from the effective date of termination through the expiration date of the contract.

The Procurement Division will review proposed prices received within the submission term and will verify the compliance of the submitted proposal with the requirements established in the Scope of Services. The Procurement Division may request clarifications to provide a better understanding of the purchase requirements. The PRDOH reserves its right to negotiate proposal(s) received within the established submission term.

The selected supplier shall be responsible for providing all the services outlined in this Scope of Work (SOW).

### **3. Staff Requirements, Roles and Responsibilities**

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This section details the Auditing Staff the Selected Supplier(s) must retain to support PRDOH. The Staff is divided between Key Staff and Technical Staff.

The PRDOH is seeking positions with expertise and capabilities in a wide range of Audit Services including, but not limited to, financial, programmatic, performance and management, and forensic audits, as well as inspections and evaluations. The following section details the Key Staff and Technical Staff that the Selected Supplier(s) must retain to support PRDOH. The Selected Supplier(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract by the Staff.

The Supplier(s) must demonstrate that its Staff (and/or subcontractor's Staff) have the necessary experience and knowledge to successfully implement and perform the tasks and services requested.

#### **3.1 Staff Requirements**

The Selected Supplier(s) shall have or will secure, at its own expense, all required personnel capable of performing the tasks identified in this Scope of Services. **Key Staff** must be ready to begin working within **two (2) weeks** after the contemplated contract execution date and may be working throughout the contract term. All Technical Staff positions should be available on an as needed basis, depending on the project implementation and PRDOH's needs.

The Selected Supplier(s) must always ensure that professional work services are performed by licensed professionals with the proper qualifications, skills, and experience, necessary to perform such services, according to applicable federal and local rules and regulations. All Staff positions are to be contracted on an as-needed basis, depending on project implementation and PRDOH's needs.

The participation of any resource will require written authorization from the PRDOH before they can commence work<sup>1</sup>. No personnel may be assigned to the resulting contract without the written consent of the PRDOH. Therefore, any service performed without PRDOH's written authorization cannot be invoiced and will not be reimbursed. The PRDOH reserves the right to request the removal of any staff not performing to PRDOH's expectations.

#### **3.2 Staff Experience and Qualifications**

The Supplier shall provide detailed information about the experience and qualifications of the entire staff to be assigned, including degrees, certifications, licenses, and years of

relevant experience. Supplier shall specifically identify resources currently employed by the Supplier who will serve as Key Staff. This includes the Supplier's own staff and staff from any subcontractors to be used. The Supplier should demonstrate that its staff (and/or subcontractor's staff) meet the desired requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services.

PRDOH expects the Suppliers to provide competent and fully qualified staff who are authorized or permitted under federal, state, and local law to perform auditing services. The PRDOH reserves the right to request the removal of any staff not performing to standard or the applicable professional code of ethics. Replacements to the Key Staff require the written consent of the PRDOH.

The Supplier(s) must retain, at its own expense, the key personnel necessary to carry out the services under the contract. PRDOH expects the firm to assign competent and fully qualified staff who are authorized or otherwise permitted under applicable federal, state, and local laws to perform the required scope of work. PRDOH reserves the right to request the removal or replacement of any staff member whose performance does not meet acceptable standards.

The Supplier(s) auditing team must have expertise and experience in the following areas:

- 3.2.1** GAAP, GAGAS, and government auditing standards as they apply to governmental entities.
- 3.2.2** Federal regulations governing governmental entities receiving Federal funds such as the OMB Uniform Guidance 2 CFR 200 Subpart E–Cost Principles.
- 3.2.3** To conduct auditing in accordance with OMB Uniform Guidance 2 CFR 200 Subpart F - Audit Requirements.
- 3.2.4** Government Accounting Standards Board (GASB) No. 34, as amended and related GASB statements and standards.

The Supplier(s) shall include with the quotation the following:

- 3.2.5** Capabilities in other relevant auditing services. Please provide the Firm's experience on three similar engagements (clients' name, address, contact information and services provided).
- 3.2.6** Must be able to affirm that they are:
- 3.2.7** Certified Public Accountant (CPA) licensed in Puerto Rico (copy of license).
- 3.2.8** Statement of independence from PRDOH in accordance meets the standards of independence of the American Institute of Certified Public Accountants – Code of Professional Ethics.
- 3.2.9** Must be able to certify that the Firm or any individuals who will be performing the audit services have not been suspended, debarred, or accepted voluntary exclusion by the Federal government or any government agency during the period covered by this solicitation.

- 3.2.10** Must possess auditing experience in similar engagements.
- 3.2.11** Must provide Firm's most recent complete Peer Review Report.

The Suppliers must provide a description of the principal supervisory and management staff, including the engagement partner, managers, seniors, and any specialists who will be assigned to the engagement (as outlined in Section 8 of this document). For each individual, the firm must indicate whether they are licensed to practice as a CPA. The firm shall also provide detailed qualifications and experience of key personnel to ensure they can satisfactorily meet the requirements of the Scope of Work (SOW).

Resumes must be provided for the key staff previously mentioned, as well as information on their government audit clients and experience. Proposed key personnel are expected to actually perform the audit. The key staff proposed is expected to provide the audit services, any changes to the key staff presented must be approved by the PRDOH. Unreasonable and unapproved changes of key personnel could be considered as a breach of contract.

**3.3 Organizational Chart**

Suppliers shall provide PRDOH an organizational chart detailing the identity of each resource, whether employed by Supplier or a subcontractor, who shall perform auditing services required for the CDBG-DR and CDBG-MIT Programs. The organizational chart shall specifically include the required number of personnel, roles and responsibilities, name of resource(s) or subcontractor(s) identified for the position, and résumé or professional information. The Selected Supplier(s) shall update the organizational chart submitted at PRDOH's request.

Suppliers shall present the Key Staff with the requirements listed in **Table 1: Key Staff Requirements, Roles, and Responsibilities**. They must be capable of performing the roles and responsibilities of their position. Suppliers shall provide detailed information and evidence of the staff's education, credentials, and experience to demonstrate that they meet the requirements of the positions described below.

Suppliers shall have the following key staff available for the assignment:

**Table 1: Key Staff Requirements, Roles and Responsibilities**

<u>Key Staff</u>	<u>Requirements</u>	<u>Roles &amp; Responsibilities</u>
<b>Engagement Partner</b>	<input type="checkbox"/> Must have at least eight (8) years of experience in similar audits. <input type="checkbox"/> Must have a thorough understanding of GAAP and GAS standards for government clients.	<input type="checkbox"/> Ultimate responsible for engagement performance. <input type="checkbox"/> Determine that sufficient and appropriate resources to perform the engagement are assigned or made available to the

	<ul style="list-style-type: none"> <li><input type="checkbox"/> Must be a Certified Public Accountant (CPA) in compliance with GAS.</li> </ul>	engagement team in a timely manner.
<b>Audit Manager</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Must have a bachelor's degree in Accounting or related field.</li> <li><input type="checkbox"/> Must have at least five (5) years of experience in similar audits involving Federal funds.</li> <li><input type="checkbox"/> Must have a thorough understanding of GAAP and GAS standards for government clients.</li> <li><input type="checkbox"/> Must be a Certified Public Accountant (CPA) in compliance with GAS.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Oversees the operational planning, establishment, execution, and evaluates the audit activities.</li> <li><input type="checkbox"/> Serves as Point of Contact (POC) and liaison with PRDOH on audit issues, project status, meetings, and deliverables.</li> <li><input type="checkbox"/> Provides technical expertise on single audit issues, including but not limited to accounting issues under GASB No. 34.</li> </ul>
<b>Audit Senior</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Must have a bachelor's degree in Accounting or related field.</li> <li><input type="checkbox"/> Must have at least three (3) years of experience as an auditor.</li> <li><input type="checkbox"/> Must be knowledgeable of the GAAP and GAS standards for government clients.</li> <li><input type="checkbox"/> Possess technical knowledge to supervise staff auditors.</li> <li><input type="checkbox"/> Understand professional standards and regulatory single audit requirements.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Ensures that statements, records, and reports comply with laws and regulations.</li> <li><input type="checkbox"/> Responsible of perform the work considered analytically complex, as well as day-to-day activities.</li> <li><input type="checkbox"/> Responsible for the review of staff auditors' work in accordance with the Firm's guidelines and professional standards.</li> </ul>
<b>Staff Auditor</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Must have a bachelor's degree in Accounting or related field.</li> <li><input type="checkbox"/> Must have at least one (1) year of experience in audit-related areas.</li> <li><input type="checkbox"/> Be familiar with professional standards and regulatory single audit requirements.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Assist the Audit Senior in performing audit areas as assigned.</li> <li><input type="checkbox"/> Assist the Audit Team in gathering data necessary to document and complete the single audit.</li> </ul>

Resumes must be provided for the personnel listed above, as well as information on their government audit clients and experience (clients' names and period of audit performance). Proposed key personnel are expected to actually perform the audit and

changes must be approved by PRDOH. The key staff proposed is expected to provide the audit services, any changes to the key staff presented must be approved by the PRDOH.

#### **4. Auditing Task and Services**

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The financial statements of the PRDOH are prepared in conformity with the Generally Accepted Accounting Principles in the United States of America (GAAP) as prescribed by the Governmental Accounting Standard Board (GASB). PRDOH will provide the draft of the financial statements including the Management Discussion and Analysis, the financial statements' tables, the notes to the financial statements, and required supplemental information, in accordance with the accounting pronouncement GASB No. 34.

The audit shall be performed and the reports produced by the *Government Auditing Standards (GAS)*, commonly referred to as generally accepted government auditing standards (GAGAS) or the Yellow Book, issued by the Comptroller General of the United States., Additionally, the single audit shall be performed following the U.S. Office of Management and Budget Single Audit Act, 2 CFR 200 Uniform Administrative Requirements, Costs Principles, and Audit Requirements of Federal Awards (Uniform Guidance).

Additional audit guidance is provided by the Office of Management and Budget (OMB) and by the latest update to OMB Compliance Supplement available on-line at <https://www.whitehouse.gov/omb/office-federal-financial-management/>.

The PRDOH is requesting quotations from qualified independent accounting firms to fulfill the requirements of the Federal Single Audit Act. The Firm selected for this engagement is expected to conduct the Single Audit Services in compliance with the requirements set forth in 2 CFR 200 and all applicable Federal rules and regulations.

The Firm selected to provide the services requested hereby will be required to perform several tasks, including, but not limited to:

- 4.1** Analyze, test and report on compliance with the State with Federal laws and regulations in accordance with the financial statements. Report on the Financial Statements of PRDOH, the required supplemental information, including, but not limited to, the Schedule of Expenditures of Federal Awards, with appropriate auditing standards.
- 4.2** Perform tests and report on the State's compliance with Federal laws and regulations pertaining to major and non-major programs and report the results of such tests as appropriate, consistent with the Single Audit Act and the applicable auditing standards.
- 4.3** Study, evaluate, and report on the internal accounting and administrative controls used by the PRDOH in *administering* major and non-major Federal financial assistance programs and report the results of such study and evaluation consistent with appropriate auditing standards.

**4.4 Report on prior year findings and follow-up status reports.**

The Firm may be required by PRDOH to provide advice in dealing with subsequent changes in requirements governing the Single Audit such as revisions in the Compliance Supplement. The Firm may be required to provide training on subrecipient monitoring, and other topics related to the Single Audit to personnel of PRDOH and major subrecipients.

The PRDOH's annual Single Audit determines and reports on:

The financial statements represent compliance with laws and regulations that may have a material effect on the financial statements.

- a) PRDOH has complied with Federal and State laws and regulations that may have a material effect on each major Federal financial assistance program. For the purposes of the engagement, a risk-based approach will determine which Type A and Type B Federal programs will be considered major programs and subject to testing.
- b) All instances of noncompliance resulting from testing major and non-major program transactions are identified and a schedule of findings and questioned costs has been issued.
- c) PRDOH has reported fully all Federal funds received and expended by program.
- d) The auditor will examine and report on the *Schedule of Expenditures of Federal Awards* and the required supplemental information.
- e) PRDOH has established internal control systems to provide reasonable assurance that Federal funds are managed in compliance with applicable laws and regulations.

The PRDOH attaches the most recent Single Audit Report, corresponding to the fiscal year ending June 30, 2025, in Annex A. Regarding the fiscal year ending June 30, 2026, the projected expenditures of unaudited federal funds (rounded) for the Puerto Rico Department of Health are as follows. View unaudited federal funds on **Table 2**.

**Table 2. Unaudited federal funds (rounded)**

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Approximate Expenditures
Community Development Block Grant - Disaster Recovery/Mitigation	14.228	\$ 1,429,000,000
Community Development Block Grant (pass-through to Municipalities)	14.228	\$ 32,000,000
Coronavirus State and Local Fiscal Recovery Funds	21.027	\$ 600,000
Continuum of Care Program	14.267	\$ 1,500,000
Child Care and Development Block Grant	93.575	\$ 10,000
Child and Adult Care Food Program	10.558	\$ 24,000
<b>Total Estimated Expenditures of Federal Awards FY2025</b>		<b>\$ 1,463,134,000</b>

Federal funds disbursements for the fiscal year ending June 30, 2026 are expected to be similar to the figures above.

The following are the governmental funds presented in the financial statements of PRDOH:

- a. **General Fund** – This fund includes the current financial resources, which relate to the general operations of the PRDOH. These operations consist of the general administration and other activities.
- b. **CDBG Fund** - This major fund accounts for grants received from HUD. The grant is restricted to the Community Development Block Grant program. This program provides annual grants to municipalities to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.
- c. **CDBG-DR Fund** - This major fund accounts for grants received from HUD. The grant is restricted to the Community Development Block Grant - Disaster Recovery and Mitigation Programs. This program provides grants to rebuild areas affected by Presidentially declared disasters and provide crucial seed money to start the recovery process. Since CDBG Disaster Recovery (CDBG-DR/MIT) assistance may fund a broad range of recovery activities, it is designed to communities and neighborhoods that otherwise might not recover due to limited resources.
- d. **Self-Contribution Fund** – This fund is maintained by the PRDOH to account for current financial resources received from proceeds of sale and rent of land lots, indirect costs, fees for elderly care and other revenues collected from sources other than intergovernmental or federal subsidies. Also, it includes the resources and expenditures received and used respectively for the improvement of the PRDOH's main building.
- e. **Sales and Acquisition Fund** – This fund is maintained by the PRDOH to account for current financial resources received to liquidate the assets of the former Puerto Rico Urban Renewal and Housing Corporation (PRURHC) and to meet its financial obligations with the proceeds to sales.
- f. **Other Governmental Funds** – Accounts for and reports other financial resources not included in the General Fund or the Special Revenue Fund.

## 5. Deliverables

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### 5.1. Interim Deliverables

The selected Firm is expected to provide the following interim deliverables including, but not limited to:

- 5.1.1 An Audit Plan Draft subject to review and approval of the PRDOH management.
- 5.1.2 A Draft of program-specific findings as basis for the auditors' exit conferences with the appropriate PRDOH personnel.

- 5.1.3 Draft of final reports for the PRDOH's distribution among programs to facilitate their preparation of formal PRDOH responses to audit findings and recommendations. The PRDOH compiles the responses in the required Corrective Action Plan which must be forwarded, as part of the audit reporting package, to the Federal Government.
- 5.1.4 Special reports to the Finance Director of audit hours (by program) and other billing information required to facilitate the appropriate direct charging to Federal programs for Single Audit costs under the contract with the PRDOH.
- 5.1.5 Advice on identifying significant findings.
- 5.1.6 Any other interim deliverables agreed upon during contract negotiations to facilitate the conduct of the fieldwork.

Upon completion of initial fieldwork, a brief interim summary of strengths and weaknesses of the accounting operations and internal control structure should be prepared. The selected Firm must be available to present oral and/or written progress reports to PRDOH's management as requested.

## 5.2 Final Deliverables

The selected Firm is expected to provide the following final deliverables including, but not limited to:

- 5.2.1 Independent Auditors' Report on the fair presentation of PRDOH's financial statements in accordance with the U.S. GAAP and issue these statements and the required supplemental information, including the Schedule of Expenditures of Federal Awards.
- 5.2.2 Independent Auditors' Report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with the GAGAS.
- 5.2.3 Independent Auditors' Report on internal controls over compliance for each major program and on internal controls over compliance required by the Uniform Guidance.
- 5.2.4 A schedule of findings and questioned costs, if applicable.
- 5.2.5 Data Collection Form to be filed with the Federal House Clearinghouse (FAC) completed and signed in the specified sections.

If the opinion on the financial statements is other than unqualified, a discussion of the reasons for such conditions will be conducted with PRDOH's management in advance of rendering such an opinion.

## 6. Delivery Schedule

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- 6.1 Detailed Audit Plan and Programs - the successful Firm should provide the PRDOH with its final detailed audit plan on or before fifteen (15) business days after signing the contract.
- 6.2 Draft Audit Report – the Firm shall provide a draft audit report for review to the PRDOH within one-hundred and eighty (180) days after the end of the fiscal year.

- PRDOH Assistant Secretary for Finance and Administration will provide the Firm with comments in response to the draft report.
- 6.3** Progress Reports - The Firm and the PRDOH's Assistant Secretary for Finance and Administration will meet biweekly to review the audit progress.
- 6.4** Draft and Final Report Deadlines – The PRDOH's Assistant Secretary for Finance and Administration and management staff will complete their review of the draft report as expeditiously as possible. During that period, Firm representatives should be available for meetings as the PRDOH's Assistant Secretary for Finance and Administration desires to fully comprehend the audit report. Once the PRDOH's Assistant Secretary for Finance and Administration indicates all issues open for discussion are duly resolved, the final draft report should be delivered to the Assistant Secretary for Finance and Administration at a date agreed upon with the Assistant Secretary for Finance and Administration.
- 6.5** Disposition of Findings and Final Deliverables - With regards to findings and final deliverables, the Firm will provide the Finance Division with ten (10) printed copies of each report, though additional printed copies may be required. In addition, reports should be provided in both PDF and Microsoft Word format.

## **7. Technical Specifications**

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In this section of the Technical Proposal, Firms should demonstrate their competence and capacity to undertake an independent audit of the PRDOH's compliance with applicable laws and regulations, generally accepted government auditing standards and the requirements of the RFP by providing the following information:

### **7.1 Audit Plan**

- 7.1.1** Provide a proposed audit plan describing the recommended technical approach for accomplishing the work outlined. Information included in this section should demonstrate the Firm's understanding of the effort, skills, and process necessary for the successful completion of the project. A timeline for performing the Single Audit should be provided.
- 7.1.2** The plan should detail how the Firm intends to utilize its personnel and manage its activities, including any work to be carried out by a subcontractor, during the engagement.
- 7.1.3** The plan should provide a list of deliverable items and estimated dates for those deliverables to be completed.
- 7.1.4** Provide a proposed plan for biweekly progress meetings or submittal of reports to brief the Finance Director on the status of the audits, problems which may have occurred in completing the audits, and upcoming activities of the auditor related to this audit engagement. Additional meetings may be scheduled as needed for effective execution of the engagement.
- 7.1.5** The auditing Firm should demonstrate how it intends to work with PRDOH programs to minimize repeat findings. PRDOH monitors the resolution of

significant audit findings. The proposal should demonstrate how the Firm will assist the PRDOH in monitoring the resolution of significant audit findings.

## **7.2 Audit Approach**

- 7.2.1** Relationship to the Financial Statement Audit - Demonstrate how the Firm's auditing and reporting for Single Audit will rely upon and avoid duplication with the financial statement level work (duplicate sample items for different audit work).
- 7.2.2** Federal Government Acceptance and Quality Control Review - Describe how the Firm will ensure that the Single Audit reports are accepted by the Federal government and approved by Federal Quality Control Reviewers or other Federal officials. Periodically, the Federal government conducts quality control reviews (QCR) of Single Audit reports. The Firm shall take all appropriate actions to ensure that the PRDOH receives an unqualified QCR. Any additional work required to achieve this objective shall be conducted within the all-inclusive costs set out in the approved contract.
- 7.2.3** Applicable Auditing Standards, Other Federal Publications Pertinent to the Audit Engagement - In meeting the PRDOH's audit engagement objectives, the Firm should attest and demonstrate how audits and reports will be prepared in accordance with the following legal requirements and professional auditing standards, as applicable, and any other laws and standards that may be applicable. Such audits and reports should not include a review of economy and efficiency or program results. Moreover, the Firm should demonstrate that it will incorporate all relevant requirements and standards applicable to the engagement as a result of ongoing revisions to Single Audit requirements.
  - 7.2.3.1** 2 CFR 200 – Uniform Guidance.
  - 7.2.3.2** Standards for financial and finance-related audits contained in the *Standards for Audits of Governmental Organizations, Programs, Activities, and Functions* as revised by the U.S. Government Accountability Office (GAO Government Auditing Standards)
  - 7.2.3.3** Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA).
  - 7.2.3.4** The AICPA audit and accounting guide, *State and Local Governments*.
  - 7.2.3.5** *Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance* (AS 6110).
  - 7.2.3.6** AICPA Statement of Position (SOP) 98-3 *Audits of State, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards*.
  - 7.2.3.7** Any other applicable auditing standards, including those pertaining to the proposed study and evaluation of internal

accounting and administrative controls, as may be identified in the Firm's response to this RFP.

The proposed audit approach should address how the following Federal regulations will be applied to the audit engagement:

- 7.2.3.8** Code of Federal Regulations (CFR)
- 7.2.3.9** Catalog of Federal Domestic Assistance (CFDA)
- 7.2.3.10** 2 CFR 200 – Uniform Guidance

## 8. Prohibition of Discrimination

The PRDOH is an employer in compliance with the prohibitions against discrimination in employment or in the provision of services on the basis of race, color, religion, religious creed, sex, sexual orientation, gender identity, age, marital status, ancestry, national origin, political affiliation, veteran status, physical disability, or medical condition. The selected company must also comply with this regulation. This clause does not require the hiring of unqualified persons.

## 9. Contract Term

The Contract will be in effect and enforceable between the parties once the PRDOH Contracting Officer approves it. The PRDOH anticipates awarding the **Contract for an initial term of one (1) year**. The PRDOH may, at its sole discretion, extend the contract term for (1) one-year extension upon mutual written agreement of the parties. Any renewals are subject to the Contractor's satisfactory performance and the availability of funds.

## 10. Proposal Selection Calendar

Activity	Due Date
Publication	June 4, 2026
Deadline for questions	June 9, 2026, by 4:30 p.m. (local time)
Deadline for PRDOH to respond to questions	June 12, 2026
Deadline to submit proposal	June 17, 2026, by 4:30 p.m. (local time)
Notification of award to the entity with the best value proposal	June 22, 2026

## 11. Consultations

Please direct all inquiries related to the Small Purchase process or proposal submissions to:

Ana Abigail Romero, Supervisor  
Assistant Secretary for Administration and Finance  
Mailing address: PO Box 21365 San Juan, PR 00928-1365  
Phone Number: 787-274-2527 ext. 6123/2408  
Email: [aromero@vivienda.pr.gov](mailto:aromero@vivienda.pr.gov)

**12. Proposal Content and Format Requirements**

Proposals must be submitted via email to [aromero@vivienda.pr.gov](mailto:aromero@vivienda.pr.gov) , postal mail to PO Box 21365 San Juan, PR 00928-1365 or deliver in person to 6th floor, of the Juan C. César Cordero Dávila Building, #606 Barbosa Avenue, Hato Rey, P.R. 00917 on or before June 17, 2026 until 4:30 PM. Proposals received after the above date will not be considered.

By signing this document, I acknowledge that I have read, understand, and accept its contents as described:

\_\_\_\_\_  
*Firm Name*

\_\_\_\_\_  
*Firm Authorized Representative Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Firm Authorized Representative Printed Name*