



REQUEST FOR QUOTATIONS FORM
Geotechnical Engineering Services for the Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
CDBG-DR-IPG-PRCCDA-2025-05

Name of Supplier:
E-mail:

Phone: ()

General Information:

- The Puerto Rico Convention Center District Authority (PRCCDA) entered into a Subrecipient Agreement (SRA) with the Puerto Rico Department of Housing (PRDOH) to assist in the implementation of Community Development Block Grant for Disaster Recovery (CDBG-DR) and/or Community Development Block Grant for Mitigation (CDBG-MIT) activities.
- The PRCCDA has identified the need of goods and/or services for CDBG-DR activities under the SRA for which the Micro Purchase (Purchases not exceeding the \$10,000 threshold) or Small Purchase (purchases not exceeding the \$250,000 threshold) procurement methods will be used.
- This Request for Quotation Form provides information to Suppliers on the submittal of a Quote for the goods and/or services identified herein.

Scope of Services:

The PRCCDA is requesting quotes for the goods and/or services described in the Scope of Services attached hereto. Suppliers will be required to comply with the entirety of the Scope of Services.

Contracting:

Contracting for the Scope of Services will be done through:

☐ Purchase Order

☒ Written Agreement (Draft Attached)

Instructions for Submission of Quotes:

Quotes must be submitted:

To: Puerto Rico Convention Center District Authority

Attn.: Norberto Pérez O'Neill, Esq. MBA

At: procurement@prccda.pr.gov

On or Before: May 30, 2025, 11:59 pm

Quotes must include, at minimum, the following documents at the time of submission:

☒ **Supplier Profile Sheet**
(duly signed and dated)

☒ **Cost Form** (duly completed, signed and dated)

☐ **Terms & Conditions** (A, B, C & D Initialized)

☒ **Non-Conflict of Interest Certification**
(duly completed, signed and dated)

☒ **Scope of Work**
(duly completed, signed and dated)

☒ **Non-Conflict of Interest on Existing or Pending Contracts**
(duly completed, signed and dated)

☐ **Non Collusive Affidavit**

☒ **Certificate of Eligibility** issued by the PR General Services Administration (GSA). If by submittal due date, Supplier is unable to complete registration in the Registry of Providers (RUP) of the General Services Administration, he must submit evidence of having filed the request prior to submitting his quote.

☒ **List of Comparable Projects**
(duly completed)

Additional documentation included with this request for quotations form:

☒ **Insurance Requirements**


☒ **Model Contract**

Inquiries and Requests for Clarifications:

Any inquiries or requests for clarification regarding this Request for Quotations must be submitted no later than three (3) working days prior to the deadline for the submission of quotes and must be sent to procurement@prccda.pr.gov.

Additional Instructions:

The Puerto Rico Convention Center District Authority appreciates your interest in providing goods and/or services for CDBG-DR/CDBG-MIT activities.


(Authorized Representative Signature)

05-14-2025
(Date)

Norberto Pérez O'Neill, Esq. MBA
(Authorized Representative Name)



SUPPLIER PROFILE SHEET
Request for Quotation (RFQ)

**Geotechnical Engineering Services for the Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
CDBG-DR-IPG-PRCCDA-2025-05**

To: Professional Services Provider

Supplier/Professional Services Provider Data:

(1) Legal Name:

(2) Tax ID:

(3) UEI No.:

(4) E-mail

(5) Physical Address:

(Street Address Line 1)

(Street Address Line 2)

(City) _____ *(State)* _____ *(Zip)*

(6) Postal Address:

(Street Address Line 1)

(Street Address Line 2)

(City) _____ *(State)* _____ *(Zip)*

(7) Phone Number:

(8) Email Address:

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

**Women
Business
Enterprise**
☐

**Minority
Business
Enterprise**
☐

**Section 3
Resident**
☐

**Section 3
Business**
☐

Proposer's Initials: _____

(10) Authorized Representative:

(Authorized Representative Name)

(Authorized Representative Position)

Authorized Representative Legal Circumstances:

Legal Status (Married or Single):

Place of Residence:

The Supplier/Professional Services Provide, hereby certifies that the above information is accurate:

(Authorized Representative Signature)

(Date)

(Authorized Representative Name)

**Instructions to obtain Unique Entity Identifier (UEI) Number and
for Award Management (SAM)**

As of April 4, 2022, the federal government transitioned from the DUNS Number to the new UEI (generated in SAM.gov), for entity identification of federal awards governmentwide. The UEI is used within the SAM.gov and other government award and financial systems to identify a unique entity.

Entity identification in federal awards (grants, loans, contracts, etc.) means a unique set of numbers and letters used to identify every entity seeking to do business with the federal government. Prior to April 3, 2022, the federal government used the DUNS Number, assigned by Dun & Bradstreet.

Federal contractors and assistance recipients registered in SAM.gov do not need to take any action. Your UEI has been assigned and is visible in your registration at SAM.gov

To get a UEI for your organization without having to complete a full entity registration go to the following link: <https://sam.gov/workspace/em/enti-ties/register>.

System for Award Management (SAM)

The entity must access the System for Award Management (**(SAM)**) and register. There is **No Fee** for you to register or to renew/update your organization's information on SAM.gov. The link to SAM is as follows: www.sam.gov.

In addition, you can contact the Federal Contracting Center and request for technical assistance.

Phone number: 787-758-4747, ext. 3181

Email: fecc@pridco.pr.gov

Link to website: federalcontractingpr.com

If you need assistance for the registration process, please contact us at: CDBGDR-PROCUREMENT@vivienda.pr.gov



ATTACHMENT I SCOPE OF SERVICES

Request for Quotation (RFQ)

Geotechnical Engineering Services for the Navy Pier Bulkhead and New Boardwalk Economic Development Investment Portfolio for Growth Program (IPG) Community Development Block Grant – Disaster Recovery (CDBG-DR) Puerto Rico Convention Center District Authority CDBG-DR-IPG-PRCCDA-2025-05

1. Introduction

The Puerto Rico Convention Center District Authority (PRCCDA) is requesting quotations from qualified firms to provide Professional Geotechnical Engineering Services to support the design of repairs and/or reconstruction of a bulkhead and the development of a new boardwalk at the Navy Frontier Pier in Puerta de Tierra, Old San Juan.

These services are crucial for understanding the subsurface conditions during the planning and development phase of the Navy Pier / Bahía Urbana Infrastructure Project, funded by the IPG Program under PRDOH through CDBG-DR.

The IPG Program will foster both mixed-use, community-based development, as well as major infrastructure improvements supporting economic revitalization for Puerto Rico. The objective of this program is to develop a series of projects across Puerto Rico that result in large-scale commercial or industrial development in a broad-ranging category of activities and that cover a wide variety of economic revitalization initiatives.

A detailed description of the IPG Program is included in the current Puerto Rico Disaster Recovery Action Plan (Action Plan) approved by the U.S. Housing and Urban Development (HUD). A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan.

2. Project Description

2.1. Project Site

The Bulkhead Reconstruction and New Boardwalk Project is located on the area known as Navy Frontier Pier, in Puerta de Tierra Ward within Islet of San Juan. It is limited to the North, by lots collectively known as the Navy Frontier Infrastructure Project, to the south with the San Antonio Channel of the San Juan Bay, to the East, by the property of the Federal Drug Administration (coordinates: 18.46194 N, 66.09013 W), and to the West, by the United States Army Corps of Engineers (coordinates: 18.46257 N, 66.09321 W).



Figure 1- Boardwalk and Bulkhead Reconstruction project site delineated

The site is currently in a deteriorated condition, resulting in an underutilized and potentially unsafe area for residents and visitors of San Juan and Puerto Rico. Historically used for industrial purposes, the site restricts waterfront views and limits public access to the maritime coastline.

The reconstruction project will be developed in a 20-meter inland strip in the waterfront area with an approximate length of 1,300 linear feet. The site is commonly referred to as “Navy Frontier Pier”.

As part of the Scope of Services, the Selected Proposer will conduct drilling activities along the existing pier, identify soil samples for laboratory testing, and submit a Geotechnical Report including boring logs, test results, and geotechnical recommendations to apprise future design and construction planning.

2.2. Environmental Background

The Navy Pier / Bahía Urbana Infrastructure Project is proposed to be developed in compliance with the Environmental Review requirements of the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant – Disaster Recovery (CDBG-DR), Investment Portfolio for Growth (IPG) Program, including

agency consultations required to comply with the National Environmental Policy Act (NEPA) and the statutory factors outlined in 24 CFR §§ 58.5 and 58.6.

The proposed site is located besides the San Antonio Channel on the Islet of San Juan, which is subject to environmental conditions such as high tide flooding, sedimentation, erosion and possible liquefaction. The project area includes key environmental features, such as a former wetland, coastal zones, and marine habitats requiring compliance with federal, state, and local environmental regulations.

As part of the Environmental and Technical studies completed in the site object of this RFQ are the following: Sedimentation and Scouring Report, Met Ocean Report, Existing Topography and Site Surveys, Subsurface Utilities Surveys, Hydrologic and Hydraulic Study, Geotechnical Studies from Collier TMT of PR and Navy Frontier GPR Soil and Remediation Work. The aforementioned studies are available upon request.

The structural repairs and reconstruction of the existing Bulkhead and new Boardwalk are intended to address stormwater management, flood protection, and sheet piles, among others. The existing docks might be eliminated, and the area might be incorporated as part of the new boardwalk for public use. Furthermore, the public will have access to the waterfront through a new boardwalk proposed as part of the project.

The selected Proposer will be required to implement Best Management Practices (BMP's) to prevent drilling-related runoff, sediments, and wastewater from entering to the San Antonio Channel and marine environment. These preventive measures are part of the environmental mitigation strategy established in the review process and are essential to ensuring compliance with HUD's environmental standards while supporting the project's broader goals of coastal protection and sustainability.

3. Scope of Services

The Scope of Services for Geotechnical Engineering Services shall include but are not limited to *in situ* soil drilling and sampling, laboratory testing (accredited by ASSHTO), field investigation, Geotechnical Instrumentation and Monitoring Services, e.g. liquefaction evaluation (if needed). The selected Proposer shall perform a minimum of thirteen (13) soil borings, spaced approximately every 100 feet along the designated alignment over the 1,300 linear feet existing pier. Refer to figure 2.

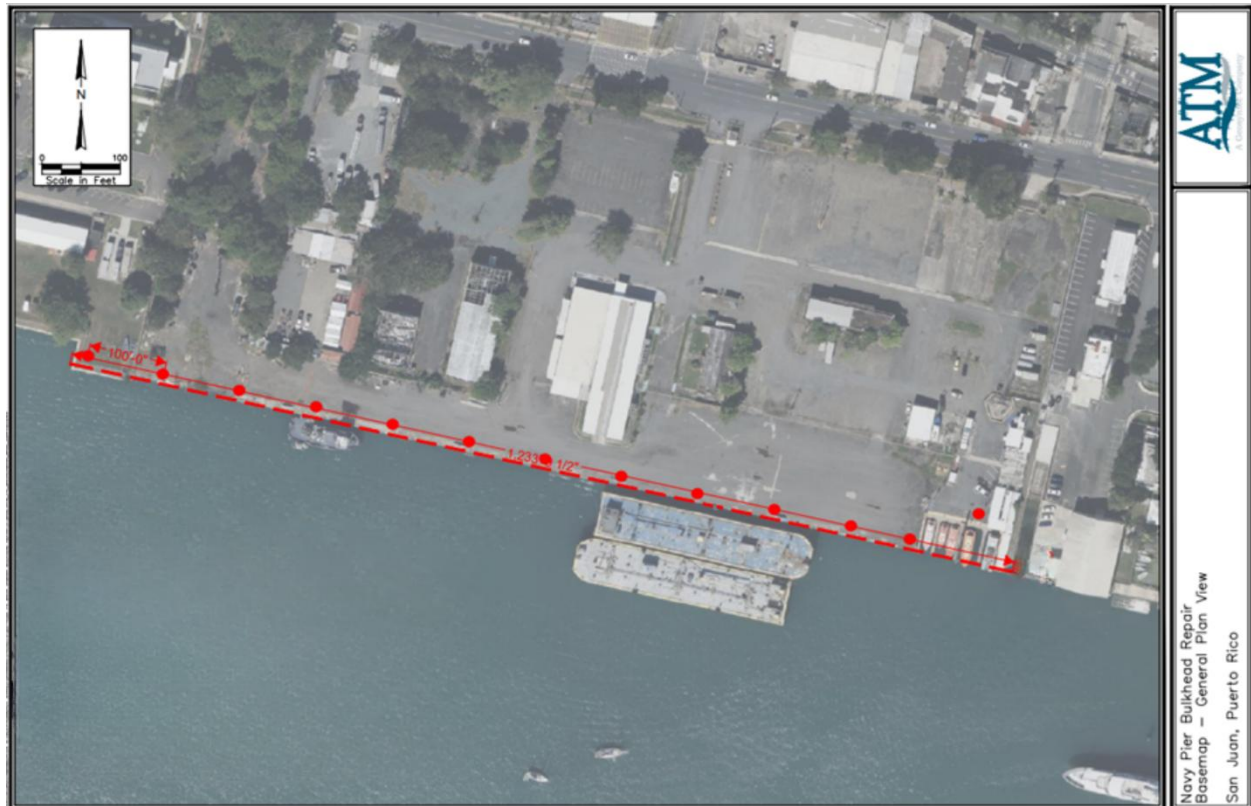


Figure 3- Top view map of existing bulkhead and approximate soil boring locations.

3.1 Drilling Method

Drilling operations shall be performed using a truck-mounted or track-mounted rig equipped with Hollow Stem Auger (HSA) drilling capabilities. The HSA method allows continuous soil sampling while maintaining borehole integrity and is particularly suitable for unconsolidated formations and sites with potential contamination. The drilling equipment must have a Concrete Coring Bit or coring shoe to penetrate through concrete or asphalt surfaces prior to advancing HSA during geotechnical drilling operations.

Standard Penetration Tests (SPT) will be conducted at designated intervals using a split spoon sampler driven by a 140 lb. (63.5 kg) hammer dropped from a height of 30 inches (76.2 cm). The use of automatic hammers is preferred to ensure consistency and reliability of the test results.

Drilling operations shall be performed using a truck-mounted or track-mounted rig equipped with a Standard Penetration Test (SPT) drilling method. The SPT requires an automatic or manual hammer, traditionally weighing 140 lbs. (63.5 kg), dropping from a

height of 30 inches (76.2 cm) to drive a split spoon sampler. The use of automatic hammers is preferred to ensure consistency and reliability of the test results.

Each boring shall be advanced to a depth of 90-100 feet, or until bedrock is encountered or SPT N-values exceed 50 blows, whichever occurs first.

3.2 Sampling Method

The Standard Penetration Test (SPT) shall be performed using a split spoon sampler in accordance with ASTM D1586. The qualified driller must allow for proper retrieval of soil samples for visual classification and laboratory testing. The typical split spoon samplers shall have an outer diameter (OD) of either 2.0 inches or 1.375 inches, with a comparable inside diameter (ID) of approximately 1.5 inches or 1.0 inch, respectively.

Regular and continuous sampling of subsurface materials shall be conducted at appropriate intervals in accordance with industry standards. Continuous sampling should be conducted from the ground surface to approximately 15 to 20 feet, or until fill material or soft layers are encountered. This provides a better understanding of the upper layers of soil, which tend to vary the most and are key to making informed construction decisions. After reaching the aforementioned layers, sampling must proceed at standard intervals of every five (5) feet, unless noticeable changes in soil strata is noticed at which point additional samples should be obtained to attain the transition.

All samples must be properly logged, indicating sampling depths, blow counts, and lithology characterization. Likewise, the samples shall be preserved, and, where applicable, submitted for laboratory testing to support the geotechnical recommendations.

After obtaining each sample, the split spoon must be cleaned to avoid possible cross-contamination between sampling intervals.

3.3 Backfill

Given the potential for subsurface contamination at the site, all borings shall be backfilled and sealed using non-permeable materials, such as cement-bentonite grout or lean concrete, to prevent vertical migration of contaminants. Soils cuttings should not be used for backfilling.

3.4 Laboratory Testing

The laboratory needs to be accredited by ASSHTO. Laboratory testing shall be performed in accordance with AASHTO standards to determine the engineering properties of the collected soil samples. Tests may include, but are not limited to, moisture content, Atterberg limits, grain size analysis, Proctor compaction, among others, if necessary.

3.5 Geophysical Services

Geophysical services shall be considered only if necessary to enhance subsurface characterization beyond what is achievable through conventional borings. Potential methods may include Seismic Refraction, Electrical Resistivity Tomography (ERT), and/ or Cone Penetration Test (CPT). among others. These non-invasive techniques may assist in delineating soil stratigraphy, estimating bedrock depth, or supporting seismic site classification and preliminary liquefaction screening, when required by site complexity or regulatory criteria.

3.6 Health and Safety

The selected Proposer shall implement a comprehensive Health and Safety Plan (HASP) in accordance with applicable OSHA standards (29 CFR 1910 and 1926), including specific provisions for drilling operations and potential subsurface contamination. The HASP must address hazards associated with drilling equipment, noise, and exposure to potentially hazardous materials.

Former environmental drilling encountered contaminants in soil and groundwater, hence, the Proposer shall follow proper handling, storage, and disposal protocols in compliance with local and federal environmental regulations.

All field personnel must be properly trained and equipped with appropriate personal protective equipment (PPE). Minimum required PPE is as follows: hard hat, safety glasses, steel toe boots, reflective vest, hearing protection, and long sleeve shirt.

"The drilling rig will be equipped with an accessible emergency stop button to immediately shut down the equipment in case of emergency. All personnel operating or working near the rig, as well as visitors, must receive a safety briefing on the use of the emergency stop button, emergency procedures, and equipment locations as part of the site-specific Health and Safety Plan (HASP).

3.7 Soil cuttings disposal, handling, storage

Due to the presence of contaminants in soil and groundwater, all soil cuttings generated from drilling activities in this area shall be immediately placed in 55-gallon metal or plastic drums, either new or reconditioned Drums must be properly labeled, sealed, and stored on site until further disposal to prevent spills or exposure.

All drilling personnel wear protective gloves at all times during handling of soil cuttings, in accordance with the project's Health and Safety Plan (HASP) and OSHA requirements. The Proposer shall ensure compliance with all applicable local and federal environmental regulations for waste storage and disposal.

Waste disposal and handling activities at the site must comply with all applicable environmental regulations, including the Resource Conservation and Recovery Act

(RCRA), specifically Subtitle C for hazardous waste and Subtitle D for non-hazardous solid waste, as enforced by the U.S. Environmental Protection Agency (EPA), as well as relevant local regulations established by the Puerto Rico Department of Natural and Environmental Resources (DRNA), to ensure the proper management and remediation of contaminated soils.

3.8 Compliance Requirements

The Proposer shall be responsible for obtaining all necessary permits and approvals required for the geotechnical investigation activities, including any associated costs for permits related to drilling, excavation, and environmental compliance. The selected Proposer shall be fully responsible for identifying, obtaining, and complying with all permits, clearances, and notifications required to carry out the geotechnical investigation in accordance with applicable federal, state, and municipal regulations. This includes, but is not limited to, the following:

- Puerto Rico Department of Natural and Environmental Resources (DNER or "DRNA", in its Spanish acronym) – For any work near or affecting coastal, marine, or natural resources.
- Coordination Center for Excavations and Demolitions ("Centro de Autorizaciones de Excavación") – For utility coordination and clearance to avoid underground service interference.
- Other Regulatory Agencies – As may be required by the specific scope, including Environmental Quality Board (EQB), Office of Permits Management ("OGPe", in its Spanish acronym), and federal agencies (e.g., USACE) depending on site constraints.

The Proposer must manage all permit applications, follow-up, and coordination with each agency, and ensure that all work is performed in full compliance with the approved terms and conditions. No work shall commence without the required permits and approvals.

4. Geotechnical Investigation and Reporting Requirements

The selected firm shall be responsible for completing all the activities and deliverables outlined in this Scope of Services within twelve (12) weeks from the formalization of the Contract (*Professional Services Agreement*) at the Puerto Rico Comptroller's Office.

Deliverables refer to all outputs, documentation, and work products resulting from the execution of the geotechnical engineering services, which the Proposer shall submit to PRCCDA in accordance with the defined scope of services, technical specifications, and project schedule.

All deliverables and resulting work products from this contract will become the property of the PRCCDA. The Geotechnical Engineering company shall certify the accuracy of its deliverables to PRCCDA.

The Proposer shall perform all geotechnical services in a timely manner, in accordance with the established deliverables and schedule. PRCCDA requires strict adherence to project milestones and oversight protocols. Failure to comply may be considered a material breach of contract.

Key deliverables Services are organized per phase and around the following tasks:

4.1 “Kick-off” Meeting

Within one (1) week of the Notice to Proceed (NTP), the Geotechnical Engineering company will participate in a project start-up conference with the PRCCDA. The purpose of this meeting is for project team members to formally introduce each other, review project work plan, communications protocols, schedule, design milestones and deliverables, and establish site access procedures, among other matters.

4.2 Existing Conditions Document/Permit

Within 2 weeks of the NTP, the Geotechnical Engineering company shall evaluate all available information regarding other geotechnical reports performed in the area and other records provided by PRCCDA. Nonetheless, such tasks are expected to include, but are not limited to the following:

- Conduct all necessary fieldwork for verifying and documenting the existing conditions of the project area.
- Review environmental and technical studies/reports prepared for the project.
- Determine whether additional studies are required.

4.3 Code and Permit Review

Conduct a review of applicable codes and permitting requirements related to the execution of geotechnical investigation activities. The Proposer shall coordinate with regulatory agencies, as necessary, to support the permitting process and ensure compliance with all applicable approvals prior to field work. The Proposer shall submit any required documentation to the corresponding authorities. If participation in public meetings or hearings becomes necessary, the Proposer shall support PRCCDA staff as requested.

4.4 Regulatory Approvals

Submit a monthly status report on all required submittals showing actual submittal dates, approvals received, and any unresolved issues including any objection issued by the

regulatory agency. All correspondence, applications, objections, approvals, findings, test results, etc. received to date shall be submitted with the documents for review.

4.5 Geotechnical deliverables and supporting documentation

The selected Proposer shall submit a comprehensive geotechnical engineering report and all supporting documentation generated as part of the investigation. All documentation must be prepared in accordance with applicable ASTM standards and submitted in both digital (PDF) and hard copy formats, as specified by PRCCDA. The final report shall be sealed by a licensed geotechnical engineer authorized to practice in Puerto Rico. Deliverables shall include, but are not limited to: Geotechnical Report

- Boring Logs
- Groundwater observations
 - Groundwater levels observed during drilling may initially appear higher due to drilling disturbance and typically stabilize to a more accurate level within 24 to 48 hours after boring completion
- A copy of the original field logs
- Subsurface Investigation Summary
- Soil Strata Profile Sections
- Laboratory Testing Results
- Geotechnical recommendations for Foundation Design, Earthwork and site preparation.
- Upon completion and proper backfilling of the borings, each location shall be surveyed by a licensed surveyor to obtain accurate coordinates, which will be incorporated into the final boring logs.

4.6 Waste Handling and Disposal

As discussed in section 3.7, all soil cuttings generated during drilling operations at the site, must be disposed of in drums. The Typical Documentation Required for Waste Handling and Disposal are as follows:

- (i.) Waste Characterization Report: Laboratory analysis classifying the waste as hazardous or non-hazardous in accordance with RCRA regulations.
- (ii.) Hazardous Waste Manifests: Required by the U.S. EPA for tracking the transport and disposal of hazardous waste.
- (iii.) Bills of Lading (for non-hazardous waste): Used to document the transportation of non-hazardous solid waste to approved facilities.
- (iv.) Transporter Permits and Licenses: Transporters must be authorized by the EPA and the Puerto Rico Department of Natural and Environmental Resources (DRNA), depending on the waste type.

(v.) Certificates of Disposal or Treatment: Issued by the final disposal or treatment facility (e.g., landfill, incinerator, treatment plant) confirming proper waste handling.

(vi.) Photographic and Field Records of On-Site Handling: Includes labeling, temporary on-site storage, and any containment measures implemented during the work.

5. Cost Estimate

The Proposer shall submit a detailed and itemized cost estimate for all geotechnical engineering services described in this SOS. The cost proposal shall include labor, equipment, materials, laboratory testing, reporting, permit-related expenses, waste management (as applicable), and any subcontracted services. The estimate must encompass the following:

- Mobilization and demobilization costs.
- Drilling and sampling operations (including SPT, continuous sampling, etc.).
- Laboratory testing with unit rates per test type.
- Preparation and submission of geotechnical reports, boring logs, and recommendations.
- Permit acquisition fees directly related to geotechnical work.
- Handling, containment, and temporary storage of contaminated soil cuttings
- Site restoration after drilling activities (backfill among others).
- Health and safety compliance measures, including PPE.
- Optional unit pricing for additional borings or test pits, if applicable.

All costs shall be presented in U.S. dollars, exclusive of IVU (sales tax), and shall be valid for a minimum of 90 calendar days.

6. Project Schedule

The Proposer shall submit a preliminary project schedule outlining the anticipated duration of all major tasks and deliverables associated with the geotechnical investigation. The schedule means to include, at a minimum:

- Mobilization and permit acquisition
- Drilling and field investigation
- Laboratory testing and data analysis
- Submission of draft and final geotechnical report
- Waste handling and site restoration

The proposed schedule must be realistic and account for potential weather delays, site access constraints, permit processing times, and coordination with PRCCDA or third-party

consultants. PRCCDA anticipates that the geotechnical investigation and reporting shall be completed within 45 to 60 calendar days from the Notice to Proceed (NTP), unless otherwise approved in writing.

The Proposer shall demonstrate the ability to meet the proposed schedule and may be required to provide justification for any significant deviation from expected timeframes.

7. Supplemental Services

Supplemental Services, if requested by the PRCCDA, will require written approval prior to the Geotechnical Engineering company proceeding.

8. Milestones and Delivery Schedule

The Services will consist of the following timetable of milestone:

Geotechnical Engineering Services	Duration*
Task 1 - "Kick-off" Meeting	1 week from NTP
Task 2 - Initial Assessment. Review of existing conditions and other Geotechnical Reports performed in the area.	2 weeks from NTP
Task 3 - Drilling Activities	6 weeks from Task 2
Task 4 - Laboratory Testing	8 weeks from Task 2
Task 5 - Waste Disposal Management	2 weeks from end of Task 3
Task 6 - Geotechnical Engineering Report with recommendations	4 weeks from end of Task 3

*Duration is a preliminary estimate based on Calendar Days.

9. Personnel Requirements

The Proposer shall have or will secure, at its own expense, all personnel required to perform the services under the contract. PRCCDA expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state, and local law to perform the scope of services under the contract. PRCCDA reserves the right to request the removal of any staff who are not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRCCDA. PRCCDA reserves the right to reject any designated personnel proposed if it is in the Project's best interest.

Designated personnel resources must be ready to begin working within five (5) days after the execution of the contract and may be working throughout the term of the contract.

9.1 Staff Experience and Qualifications

The Proposer shall provide detailed information on the experience, qualifications, and credentials of all personnel proposed for this project, including applicable degrees, certifications, licenses, and years of relevant experience. This shall include a summary of qualifications for all designated personnel, such as the geotechnical engineer of record, project geologist, drilling supervisor, field technicians, and laboratory personnel. The Proposer must clearly identify which individuals are currently employed by the firm and are designated as Designated Personnel. Resumes must demonstrate experience in comparable subsurface investigations, including work involving contaminated soils, coastal or marine environments, and federally funded projects. All personnel must hold the appropriate professional licenses or certifications required to practice in Puerto Rico. PRCCDA reserves the right to review and approve the assignment of all personnel involved in critical project tasks.

This includes the Proposer's own staff and staff from any subcontractors. The Proposer shall demonstrate that its staff (and subcontractors' staff) meet the requirements listed below and the necessary experience and knowledge to successfully implement and perform the services.

- Geotechnical Engineer of Record (EOR): Must have a minimum of eight (8) years of professional experience in geotechnical engineering, including subsurface investigation, analysis, and preparation of geotechnical reports. The Engineer must be licensed to practice engineering in Puerto Rico.
- Project Geologist: Minimum of five (5) years of relevant experience in subsurface characterization, lithologic profiling, and support of geotechnical investigations. Membership or certification in a recognized geological professional organization is preferred.
- Drilling Supervisor / Drillers: At least five (5) years of experience conducting geotechnical drilling operations, including SPT sampling, continuous coring, and work under contaminated site conditions. All field personnel must follow OSHA safety standards; HAZWOPER 40-hour certification is required for work in contaminated areas.
- Laboratory Personnel: Minimum of three (3) years of experience performing soil laboratory testing in accordance with ASTM and/or AASHTO standards. The testing laboratory must be certified or accredited by AASHTO.

9.2 Organizational and Staffing Plan

The Proposer must submit to the PRCCDA an organizational chart detailing the identity of each resource (whether employed by the Proposer or a subcontractor) who shall perform any of the Geotechnical Engineering Services aforementioned. The Proposer's

organizational and staffing plan shall include the required number of personnel, role and responsibilities, name of each resource(s) or subcontractor(s), resume or professional information, their planned level of effort, their anticipated involvement, and their on-site availability. The Proposer shall provide evidence of their capability to adequately staff and scale each functional area as necessary to maintain consistent and contractually agreed-upon service levels throughout the project's duration.

10. Performance Standards

The Geotechnical Engineering company agrees to perform its services in accordance with the professional standards typically expected of similar firms, using qualified personnel whose recommendations and work reflect appropriate expertise and sound professional judgment.

11. Warranty

A. The Selected Vendor warrants that it will perform all work and provide all Deliverables under this Scope of Services 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. The Selected Vendor warrants that all Deliverables it completes shall: meet or exceed the standards of Vendor's trade, profession, or industry; meet or exceed the specifications; and be fit for ordinary use, of good quality, and with no material defects.

12. Compliance with Laws, Codes, Ordinances, and Regulations

All services shall be performed in full compliance with applicable local and federal laws, codes, ordinances, and regulations governing the PRCCDA, PRDOH, and the CDBG-DR's IPG Program, including, but not limited to, Act No. 173 of August 12, 1988, as amended, which establishes the legal framework for the practice of engineering in Puerto Rico.

13. PRCCDA's Reservation of Rights:

The Scope of Services presented is based upon circumstances that exist at the time of solicitation. The selected Vendor will be responsible for ensuring the accuracy, timelines, and completion of all tasks assigned.

The PRCCDA, PRDOH or authorized representatives, reserves the right without limitations, to: (i) cancel this solicitation and reissue this request for quotations or another version of it, if it deems that doing so is in the best interest of the public; (ii) amend the contract(s) of the Selected Vendor(s) to, among others, (iii) extend its original duration; (iv) reissue another procurement process that is in the best interest of the public, and (v) negotiate any price with the Selected Vendor.

The PRCCDA, also reserves the right to negotiate any price and/or terms of the purchase with the Vendor(s).

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

Supplier Entity Name

Supplier Authorized Representative Signature

Date

Supplier Authorized Representative Printed Name

Proposer's Initials: _____



DISTRICT
PUERTO RICO

**ATTACHMENT II
COST FORM**

Request for Quotation (RFQ)

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CDBG-DR-IPG-PRCCDA-2025-05**

Name of Proposer:

Position	Quantity [A]	Unit [B]	Unit Price [C]	Total Proposal Cost [D=AxC]
Mobilization and Demobilization	2	[EA]	\$	\$
Concrete/Asphalt Coring Bit	14	[EA]	\$	\$
SPT N ≤ 50	630	[LF]	\$	\$
SPT N ≥ 50	630	[LF]	\$	\$
Material to Backfill Bore holes	8	[CY]	\$	\$
Laboratory Testing	14	Per Boring	\$	\$
Waste Disposal	60	[EA]	\$	\$
Utility Clearance	1	[EA]	\$	\$
Geotechnical Engineer	1	[EA]	\$	\$
Project Geologist	1	[EA]	\$	\$
Allowance (refer to Attachment I, Sect 3.5)	1	[EA]	\$	\$
Total Proposal Cost ⁽³⁾			\$	

Notes on Cost Form:

(1) Anticipated reimbursable expenses should be itemized and detailed.

Proposer's Authorized Representative Signature

Date

Proposer's Authorized Representative Printed Name

Proposer's Initials: _____



EXHIBIT A
LIST OF COMPARABLE PROJECTS
Request for Quotation (RFQ)

Geotechnical Engineering Services for the Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
CDBG-DR-IPG-PRCCDA-2025-05

1. Proposer Data:

1.1. Proposer's Identification:

(Proposer's Legal Name)

(Year of Establishment)

(Tax ID)

[Remainder of the Page Left Blank Intentionally]

[Proceed to Next Page for the Comparable Project Table]

Proposer's Initials: _____

2. List of Comparable Projects:

Comparable Projects: The Proposer must provide a list of comparable projects, current or within the last 10 years, where the Proposer had provided services similar in scope to the herein required.

ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
1						
2						
3						

2. List of Comparable Projects:

Comparable Projects: The Proposer must provide a list of comparable projects, current or within the last 10 years, where the Proposer had provided services similar in scope to the herein required.

ID	Client Name	Description of the services provided, include any similar services to the herein required	Contract Term (In Months)	Contract Amount	Contact Person	Contact Person Phone Number
4						
5						



PRCCDA2025IPG-_____

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR), ECONOMIC DEVELOPMENT INVESTMENT PORTFOLIO FOR
GROWTH PROGRAM (IPG)**

**PROFESSIONAL SERVICES AGREEMENT FOR
GEOTECHNICAL ENGINEERING SERVICES FOR THE NAVY PIER BULKHEAD
AND NEW BOARDWALK
BETWEEN THE
PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY
AND**

THIS AGREEMENT FOR _____, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this _____ of _____, 2025, by and between the **PUERTO RICO CONVENTION CENTER DISTRICT AUTHORITY** (hereinafter, "PRCCDA"), a public agency created under Act No. 351 of September 2, 2000, as amended, known as the "Organic Act of the Convention Center District Authority" with principal offices at 100 Convention Boulevard, San Juan, Puerto Rico, herein represented by Verónica Ferraioli Hornero, attorney, of legal age, married, and resident of Guaynabo, Puerto Rico, in her capacity as Executive Director; and _____ (hereinafter, the "CONSULTANT"), with principal offices in _____, San Juan, Puerto Rico _____, Corporate Number Register at the Puerto Rico Department of State, Num _____ herein represented by _____, in his/her capacity as _____, of legal age, married/single, and resident of _____, _____ duly authorized by Corporate Resolution.

WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island-wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law on September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

WHEREAS, pursuant to a letter dated February 23, 2018, sent by the former Governor of Puerto Rico to the Secretary of HUD, the PRDOH is the governmental agency designated as the grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

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WHEREAS, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding.

WHEREAS, on September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

WHEREAS, on August 2, 2022, the PRCCDA and the PRCCDA executed a Subrecipient Agreement, Contract Number 2023-DR0005 ("Agreement"), for the PRCCDA to undertake activities under the Economic Development Investment Portfolio for Growth Program ("IPG-DR" or "Program").

WHEREAS, the PRCCDA is interested in contracting Geotechnical Engineering Services for the Navy Pier/Bahía Urbana Infrastructure Project, in particular in relation to the Navy Pier Bulkhead and New Boardwalk Project. The CONSULTANT will support PRCCDA to achieve the Program goals and objectives of ensuring compliance with all CDBG-DR, HUD, and applicable federal and local requirements, rules and regulations, as well as in PRCCDA's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on _____ the PRCCDA issued the Small Purchase Procurement Process No. _____ to acquire Geotechnical Engineering Services with CDBG-DR funds. The Request for Quotations was sent to potential service providers and posted on the PRCCDA's Website. Through this procurement process, PRCCDA was able to reach _____ () quotations from professional service providers.

WHEREAS, on _____, the CONSULTANT submitted to the PRCCDA its Proposal.

WHEREAS, on _____, and after a careful evaluation and analysis of the quotation was awarded to the CONSULTANT on a fair and open competition basis in accordance with applicable procurement requirements.

WHEREAS, the **CONSULTANT** presented and was granted by the General Services Administration (ASG) the RUP Registration on _____, Certification Num. _____, Provider Num. _____.

WHEREAS, the PRCCDA is authorized to grant this contract by virtue of Section 2.02(e) of Law No. 351, supra, in accordance with the provisions of the Circular Letter of the Office of Management and Budget No. 008-2023 of the December 27, 2023. Contract Approval was effective as of _____, 2024, Contract ID C_2025-_____.

WHEREAS, the PRCCDA desires to enter into an agreement with _____ to secure its professional services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRCCDA and the CONTRACTOR agree as follows:

I. TYPE OF CONTRACT

Contract Type: This is a fixed-price contract. Under this Agreement, CONTRACTOR shall submit invoices within thirty (30) days of rendering of services, to the PRCCDA based on the Compensation Schedule (Cost Form; **Attachment I**). All changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

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Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made an integral part of this Agreement:

Attachment I	Request for Quotations and Scope of Services
Attachment II	Contractor’s Quotation; Cost Form/Proposal
Attachment III	Performance Requirements
Attachment IV	Insurance Requirements
Attachment V	PRCCDA HUD General Provisions and Other Federal Statutes, Regulations, and Additional Requirements Under the IPG Program
Attachment VI	Anti-Lobbying Certification
Attachment VII	Non-Conflict of Interest Certification
Attachment VIII	Non-Conflict of Interest Certification on Existing or Pending Contracts

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. Contractor is expected to commence work immediately after registration of the Agreement in the Puerto Rico Comptroller’s Office. For all purposes the date of registration on the Comptroller’s Office will be equivalent to the Notice to Proceed (NTP). The Term of this Agreement will be for a performance period of _____ () _____, ending in _____, _____, 20____.
- B. **Contract Extensions:** PRCCDA may, at its sole discretion, extend the Agreement’s term for an additional term of _____ () **weeks/months**, or expressed in days, _____ () **days** upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRCCDA and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONSULTANT will deliver the services outlined in **Attachments I and II** of the Agreement. The parties agree that the CONSULTANT shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONSULTANT’s sole cost.

Accordingly, the CONSULTANT represents that it is thoroughly familiar with and understands the requirements of the services and has the training, experience, and knowledge required to perform said services. It further undertakes that it will maintain the necessary personnel on its staff to provide the services contemplated herein within the time periods hereby required.

IV. COMPENSATION AND PAYMENT

- A. The PRCCDA agrees to pay the CONSULTANT for allowable Services rendered under this Agreement in accordance with the Tasks, rates and amounts described in **Attachment II** of this Agreement.

- B.** The PRCCDA will pay the CONSULTANT, for allowable services performed during the term of this Agreement, a maximum amount not to exceed _____
DOLLARS AND _____ CENTS (\$_____); Account Number:_____.
- C.** Payment of the maximum amount shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachments I, II and III**. The PRCCDA shall not make any payment in excess of the amount provided in this clause, whether or not the CONSULTANT, exceeds the same regardless of the reasons that the CONSULTANT may have for said excess unless authorized in writing by the PRCCDA.
- D.** Any additional funds to complete the services requested by the PRCCDA to the CONSULTANT will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E.** The CONSULTAN hereby acknowledges and accepts that it has been explained that rendering services which exceed maximum amount herein mentioned, without complying with the above indicated requisites can result in the PRCCDA being impeded by law to pay for these services. As such, the Contractor waives any right it may have, releases and discharges the PRCCDA from any responsibility of payment and/or damages, in the case that services by the Contractor are rendered in excess of the amounts herein authorized without complying with all of the aforementioned requisites as well as any other requisites to such end that may be mentioned in this Agreement.
- F.** The CONSULTANT shall submit an invoice to PRCCDA on a monthly basis in accordance with Costs Forms included in the CONSULTANT's Proposal (**Attachment II**) of this Agreement. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections and if PRCCDA determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- G.** An authorized representative of the PRCCDA will review each invoice and, if adequate, will approve and process its payment. Payments to the CONSULTANT shall be made by electronic funds transfer (EFT). PRCCDA reserves the right to conduct any audits it deems necessary. The CONSULTANT agrees to cooperate fully with any such audit or audits.
- H.** While providing the services under this Agreement, the CONSULTANT must adhere to applicable requirements of the CDBG-DR grant. If the CONSULTANT performs ineligible activities under the CDBG-DR grant or program, the CONSULTANT cannot include them in the invoice for payment to the PRCCDA.
- I.** CONSULTANT shall be liable to the PRCCDA for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONSULTANT shall reimburse such disallowed costs from funds other than those CONSULTANT received under this Agreement.
- J.** The CONSULTANT acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- K.** Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.

- L.** In order for the CONSULTANT to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRCCDA for payment:

“Under penalty of absolute nullity, I hereby certify that no public servant of the government entity is a party to or has an interest of any kind in the profits or benefits to be obtained under the contract which is the basis of this invoice, and should he be a party to, or have an interest in, the profits or benefits to be obtained under the contract, a waiver has been previously issued. The only consideration to provide the contracted goods or services under the contract is the payment agreed upon with the authorized representative of the government entity. The amount that appears in the invoice is fair and correct. The work has been performed, the goods have been delivered, and the services have been rendered, and no payment has been received therefor.”

V. REIMBURSABLE EXPENSES

The PRCCDA will not reimburse any costs incurred by the CONSULTANT not included in the approved Proposal and Cost Form (**Attachments II and III**) or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRCCDA, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A.** With the exception of the CONSULTANT’s working papers, the CONSULTANT acknowledges the PRCCDA’s ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONSULTANT, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONSULTANT shall deliver such information, drafts, reports, papers and other materials to the PRCCDA, in document form or as computer program data, and the CONSULTANT recognizes the PRCCDA’s right to request such documentation or computer program data. If the CONSULTANT fails to deliver said information, the PRCCDA may seek a judicial order to enforce its rights.
- B.** Proof of expenditures incurred by the CONSULTANT on behalf of PRCCDA shall be made available to PRCCDA. The CONSULTANT agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONSULTANT account. These documents shall be open for the PRCCDA examination at all reasonable times during the term of this Agreement, 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.

VIII. DOCUMENTATION AND RECORKEEPING

- A. Records to be Maintained:** The CONSULTANT shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater 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 program;

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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 assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR 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 agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRCCDA's Federal award.

- B. Access to Records:** The CONSULTANT shall permit the PRCCDA and auditors to have access to the CONSULTANT's records and financial statements as necessary for the PRCCDA to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRCCDA:** Prior to close out of this Agreement, the CONSULTANT must transmit to the PRCCDA records sufficient for the PRCCDA to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONSULTANT's Data and Privileged Information:** The CONSULTANT is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.
- E. PII Policy:** The CONSULTANT must comply with the PRCCDA CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

- A.** The CONSULTANT agrees to provide the Government of Puerto Rico, PRCCDA, PRCCDA, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

VIII. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRCCDA operations and that of its CONSULTANT (e.g., the projects, computer processing systems, object and source codes and other PRCCDA 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 CONSULTANT, its agents or representatives, in connection with PRCCDA operations.
- B. Non-Disclosure:** CONSULTANT agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRCCDA express written authorization, signed by the Secretary of the PRCCDA, use or sell, market or disclose any Confidential Information to any third party, CONSULTANT, corporation, or association for any purpose whatsoever. CONSULTANT further agrees that, except as they relate to the normal course of the service, the CONSULTANT will not make

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copies of the Confidential Information except upon PRCCDA express written authorization, signed by an authorized representative of PRCCDA, and will not remove any copy or sample of Confidential Information without prior written authorization from PRCCDA. CONSULTANT retains the right to control its work papers subject to these confidentiality provisions.

- C. Return Documents:** Upon receipt of written request from the PRCCDA, CONSULTANT will return to PRCCDA all copies or samples of Confidential Information which, at the time of the notice are in CONSULTANT's or its agent's possession. CONSULTANT reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONSULTANT acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRCCDA to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONSULTANT further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONSULTANT agrees that PRCCDA 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 PRCCDA by law, equity, or otherwise.

IX. PERFORMANCE WARRANTY

- (a) CONSULTANT warrants that it will perform all work and provide all Deliverables under this Contract (See **Attachments I, II and III**) 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) CONSULTANT warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONSULTANT's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If CONSULTANT submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRCCDA may require CONSULTANT, at its sole expense, to:
1. Repair or replace Deliverables that do not meet specifications;
 2. Refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 3. Pay liquidated damages for any past due Deliverable; and
 4. Take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

X. TERMINATION

- A. Termination for Cause or Default:** The PRCCDA may terminate this Agreement, in whole or in part, because of CONSULTANT's failure to fulfill any of its obligations. The PRCCDA shall terminate this Agreement by delivering to the CONSULTANT a **fifteen (15) day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONSULTANT shall, upon written notice, be provided a **ten (10) day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONSULTANT shall immediately discontinue all such services being terminated and deliver to the PRCCDA all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding

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the above, the CONSULTANT shall not be relieved of liability to the PRCCDA for damage sustained to PRCCDA or CDBG-DR, IPG Program, by virtue of any breach of the Agreement by the CONSULTANT. The PRCCDA may withhold any payments to the CONSULTANT, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRCCDA by the CONSULTANT. PRCCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONSULTANT for allowable services rendered prior to the termination notice.

- B. Termination for Convenience:** The PRCCDA may terminate this Agreement, in whole or in part, whenever the PRCCDA determines that such termination is necessary or convenient to the Agency. The PRCCDA will terminate this Agreement by delivering to the CONSULTANT a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONSULTANT shall immediately discontinue all services affected and deliver to the PRCCDA all information, studies and other materials property of the PRCCDA. In the event of a termination by Notice, the PRCCDA shall be liable only for payment of services rendered up to and including the effective date of termination. PRCCDA shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONSULTANT for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRCCDA will consider this Agreement immediately terminated, in the event that the CONSULTANT unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRCCDA will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRCCDA will not be compelled to continue the performance of the Agreement, should the CONSULTANT breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONSULTANT voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRCCDA may terminate this Agreement, in whole or in part, at PRCCDA's sole discretion, with or without cause, at any time. The PRCCDA will terminate this Agreement by delivering to the CONSULTANT a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONSULTANT shall immediately discontinue all services affected and deliver to the PRCCDA all information, studies and other materials property of the PRCCDA. In the event of a termination by Notice, the PRCCDA shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRCCDA may suspend this Agreement in whole or in part at any time for the PRCCDA's convenience. The PRCCDA shall give the CONSULTANT **five (5) days'** written notice of such suspension. Upon receipt of said notice the CONSULTANT shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONSULTANT is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONSULTANT shall be 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 CONSULTANT of this Agreement or the CONSULTANT of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein,

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whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRCCDA shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRCCDA to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONSULTANT agrees to make himself available to assist the PRCCDA with the transition of services assigned to CONSULTANT by the PRCCDA. CONSULTANT shall provide to the PRCCDA the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRCCDA or a third party designated by the PRCCDA. The parties agree to execute a Transition Services Agreement for the Transition Period and CONSULTANT will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRCCDA during the Transition Period.
- H.** If the funds specified herein are in any way reduced or cancelled for reasons out of the PRCCDA's reasonable control, the parties acknowledge that this Agreement shall terminate on the date in which such funds are reduced or cancelled. In such case, the PRCCDA shall, subject to the terms and conditions of this Agreement, compensate CONSULTANT for the Services rendered up until the date in which the funds are reduced or cancelled. If the funds are reduced, the parties shall have the option, but not the obligation, to negotiate a new agreement, subject to the corresponding administrative orders and availability of funds.

XI. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONSULTANT is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONSULTANT agrees that PRCCDA may impose sanctions against the CONSULTANT for any default in accordance with terms of the current Agreements and this Section.
2. If the CONSULTANT fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRCCDA may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONSULTANT.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

B. Liquidated damages

The CONSULTANT shall pay to PRCCDA, as liquidated damages, Two Hundred And Fifty Dollars (\$250.00) for each calendar day that a deliverable required is late until deemed in compliance subject to a maximum of Five Thousand Dollars (\$5,000.00) established in this Contract.. Said sum, in view of the difficulty of accurately ascertaining the loss which PRCCDA will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRCCDA will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRCCDA's right to indemnification, or the CONSULTANT's obligation to indemnify the PRCCDA

pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRCCDA. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) days** shall be observed. The PRCCDA may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRCCDA per the formula above, the CONSULTANT shall be liable to pay the difference.

XII. LIABILITY

In no event, the PRCCDA 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. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRCCDA, the CONSULTANT and any citizen.

The CONSULTANT shall carry the insurances as are required by law (if applicable), as set forth below. The CONSULTANT shall furnish PRCCDA certificates of insurance.

XIII. INSURANCE

A. Required Coverage

The CONSULTANT shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRCCDA's requirements as set forth in **Attachment VI**.

Upon the execution of this Agreement, the CONSULTANT shall furnish PRCCDA with original and two (2) certified copies of the insurance policies described in **Attachment VI** and any other evidence PRCCDA may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONSULTANT for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONSULTANT and PRCCDA.

The PRCCDA shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONSULTANT must be endorsed as follows:

1. PRCCDA, Government of Puerto Rico, Puerto Rico Department of Housing, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRCCDA and its respective officers, agents and employees.
3. The insurer shall be required to give PRCCDA written notice at least **thirty (30) days** in advance of any cancellation in any such policies.

The CONSULTANT shall furnish to PRCCDA, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONSULTANT shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONSULTANT OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRCCDA TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRCCDA's option, non-compliance will result in one or more of the following actions: (1) The PRCCDA will purchase insurance on behalf of the CONSULTANT and will charge back all cost to the CONSULTANT; (2) all payments due the CONSULTANT will be held until the CONSULTANT has complied with the Agreement; and/or (3) The CONSULTANT will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance**.

The receipt of any certificate does not constitute agreement by PRCCDA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days** written notice to be given to PRCCDA in the event coverage is substantially changed, cancelled or non-renewed.

The CONSULTANT shall require all SUBCONSULTANTS or CONSULTANTS to carry the insurance required herein or the CONSULTANT, may provide the coverage for any or all of its SUBCONSULTANTS and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONSULTANT expressly understands and agrees that whenever the CONSULTANT is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRCCDA shall apply in excess of and will not contribute with insurance provided by the CONSULTANT under this Agreement.

XIV. HOLD HARMLESS

The CONSULTANT and its affiliates, its successors and assignees will indemnify the PRCCDA, Government of Puerto Rico, Puerto Rico Department of Housing and HUD from any damages and/or losses arising out of any breach of this Agreement by the CONSULTANT or against personal injuries or property damage resulting from any act of negligence or omission by the CONSULTANT and its affiliates in connection with this Agreement.

XV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein collectively referred to as

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Force Majeure during the term of this Agreement, neither the PRCCDA nor the CONSULTANT shall be liable to the other party for nonperformance during the conditions created by such event.

The CONSULTANT shall notify, as soon as possible, the PRCCDA of the occurrence of the *Force Majeure* event and describe in reasonable detail, the nature of the *Force Majeure* event.

XVI. CONFLICTS OF INTEREST

The CONSULTANT shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRCCDA or a PRDOH contract and CONSULTANT'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONSULTANT's objectivity in performing the contract work may be impaired.

The CONSULTANT agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two (72) hours**) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONSULTANT has taken or intends to take to eliminate or neutralize the conflict. The CONSULTANT will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRCCDA may, however, terminate the Agreement for the convenience of PRCCDA if it would be in its best interest.

In the event the CONSULTANT was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRCCDA may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONSULTANT. The CONSULTANT shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XVII. INDEPENDENT CONSULTANT

The relationship of the CONSULTANT to PRCCDA and PRDOH shall be that of an independent CONSULTANT rendering professional services. Neither the CONSULTANT nor any personnel of the CONSULTANT shall have any authority to execute contracts or make commitments on behalf of PRCCDA and PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONSULTANT, PRCCDA and PRDOH. Further, the CONSULTANT recognizes that in view of its status as an independent CONSULTANT, neither it nor its employees or SUBCONSULTANTS will be entitled to participate in or receive any fringe benefits normally granted to PRCCDA and/or PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

The CONSULTANT shall have exclusive control over its employees and SUBCONSULTANTS (and the CONSULTANT's employees and SUBCONSULTANTS are herein, collectively, referred to as the "CONSULTANT Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONSULTANT has the exclusive right to hire, transfer, suspend, lay off, recall, promote,

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discipline, discharge and adjust grievances with its CONSULTANT Personnel. The CONSULTANT is solely responsible for all salaries and other compensation of its CONSULTANT Personnel who provide Services.

The CONSULTANT is solely responsible for making all deductions and withholdings from its employees’ salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONSULTANT shall be responsible for and shall defend, indemnify and hold harmless PRCCDA, and its agents, officers, directors, employees, representatives, CONSULTANT’s, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys’ fees relative to the situation, in connection with the CONSULTANT’s employment and/or hiring of any CONSULTANT Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers’ compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONSULTANT Personnel of, and/or hiring by, CONSULTANT in connection with the Services.

XVIII. NOTICES

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRCCDA

Verónica Ferraioli Hornero
Executive Director
100 Convention Boulevard
San Juan, Puerto Rico

To: CONSULTANT

Email Address:_____

XIX. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRCCDA, the Government of Puerto Rico, the PRDOH, HUD or the CONSULTANT.

XX. SUBCONTRACTS

- A. General:**

All subcontracts shall contain the applicable provisions described in Attachment VII (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRCCDA shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRCCDA or upon request.
- B. Specific Requirements:**

All subcontracts shall contain provisions specifying:

i.

That the work performed by the SUBCONSULTANTS be in accordance with the applicable terms of this Agreement between the PRCCDA and CONSULTANT;

ii.

That nothing contained in such subcontract agreement shall impair the rights of the PRCCDA, the Government of Puerto Rico, the PRDOH or HUD;

- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the SUBCONSULTANTS and the PRCCDA, the Government of Puerto Rico, the PRDOH or HUD;
- iv. That the SUBCONSULTANTS specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information (PII) set forth in the PRDOH's CDBG-DR PII Policy and incorporated by reference to this Agreement;
- v. That CONSULTANT will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

C. Monitoring: CONSULTANT shall diligently monitor all subcontracted services. If CONSULTANT discovers any areas of noncompliance, CONSULTANT shall provide the PRCCDA summarized written reports supported with documented evidence of corrective action.

D. Content: CONSULTANT shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

E. Notification: CONSULTANT shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRCCDA within **three (3) days** of its execution.

XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

- A. Compliance with Act No. 173.** The CONSULTANT hereby certifies that in signing this Agreement it is in compliance with Act No. 173 of August 12, 1988, as amended, known as the "Board of Examiners of Engineers, Architects, Surveyors, and Landscape Architects of Puerto Rico Act", 20 L.P.R.A. §§ 711-711z to exercise the profession of engineering, architecture, surveying or landscaping architecture in Puerto Rico, is registered in the official Register of the Board, and is an active member of the College of Engineers and Surveyors of Puerto Rico or the College of Architects and Landscape Architects of Puerto Rico, as applicable.
- B. Compliance with Executive Order 24:** Pursuant to Executive Order 24 of June 18, 1991, the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall hand out, to the satisfaction of the PRCCDA and whenever requested by the PRCCDA during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONSULTANT will be given a specific amount of time by the PRCCDA to produce said documents. During the term of this Agreement, the CONSULTANT agrees to pay and/or to remain current with any repayment plan agreed to by the CONSULTANT with the Government of Puerto Rico.
- C. Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONSULTANT 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 CONSULTANT accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONSULTANT and SUBCONSULTANTS whose service the CONSULTANT has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRCCDA as to its compliance with this requirement.

- D. Social Security and Income Tax Retentions:** The CONSULTANT 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.
- E. Government of Puerto Rico Municipal Tax Collection Center (*CRIM, for its Spanish acronym*):** The CONSULTANT 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 CONSULTANT 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 CONSULTANT shall hand out, to the satisfaction of the PRCCDA and whenever requested by the PRCCDA during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONSULTANT will deliver upon request any documentation requested under this clause as per request of PRCCDA. During the Term of this Agreement, the CONSULTANT agrees to pay and/or to remain current with any repayment plan agreed to by the CONSULTANT with the Government of Puerto Rico with regards to its property taxes.
- F. Income Tax Withholding:** The PRCCDA shall retain the corresponding amount from all payments made to the CONSULTANT, as required by the Puerto Rico Internal Revenue Code. The PRCCDA 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 PRCCDA will adjust such withholdings provided the CONSULTANT produces satisfactory evidence of partial or total exemption from withholding.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONSULTANT 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".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (*ASUME, for its Spanish acronym*):** The CONSULTANT certifies and guarantees that at the signing of this Agreement that the CONSULTANT 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 CONSULTANT hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONSULTANT shall present, to the satisfaction of PRCCDA, the necessary documentation to substantiate the same. The CONSULTANT will be given a specific amount of time by PRCCDA to deliver said documents.
- I. Compliance with Act No. 168-2000, as amended, 8 L.P.R.A. § 711 , et seq.:** The CONSULTANT is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The PRCCDA and the CONSULTANT hereby certify that in signing this Agreement they are 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.
- K. Clause of Governmental Ethics Certification of Absence of Conflict of Interests -** The CONSULTANT 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 has requested me or accepted from 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)

requested or accepted any good 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 has requested from 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.

- L. Ethics.** CONSULTANT also acknowledges receipt of the Code of Ethics for CONSULTANTS, Suppliers of Goods and Services and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico Agencies known in Spanish as “*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*”.
- M. Non-Conviction.** The CONSULTANT 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, CONSULTANT also certifies that:
1. 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.
 2. 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.
 3. 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.
 4. The CONSULTANT 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 CONSULTANT agrees to notify PRCCDA 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.
- N. Other payments or compensation:** The CONSULTANT 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.
- O. Consequences of Non-Compliance:** The CONSULTANT 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 PRCCDA

to render this Agreement null and void and the CONSULTANT reimburse to PRCCDA all moneys received under this Agreement.

- P.** The CONSULTANT acknowledges and warrants that on the Execution Date it is duly registered with the Puerto Rico General Services Administration's ("PRGSA") Professional Service Provider's Registry ("RUP" by its Spanish acronym). Producer agrees to furnish a certificate of registration emitted by the PRGSA. For these purposes, the Producer certifies that it is registered in the **Single Registry of Professional Services Providers of the General Services Administration, issued on _____, _____, Certification Number _____, Provider number _____, valid until _____, _____.**
- Q.** The CONSULTANT expressly acknowledges that the certifications listed above are essential to the validity of this Agreement and if incorrect in whole or in part, this will be sufficient cause for the **PRCCDA** to rescind this Agreement immediately and the CONSULTANT shall repay the **PRCCDA** all monies paid.

Also, the CONSULTANT **certifies** that it has received a copy of and agrees to comply with:

1. Government Ethics Law and its regulations, Act No. 01, enacted on January 3, 2012, (the "Act"), which establishes Government's Ethics Code;
2. Title III of Law Number 2 of January 4, 2018, Anticorruption Code; and
3. The Government of Puerto Rico Labor Harassment Guidelines, Special Normative Letter No. 1-2021 of May 4, 2021 from the Office for the Administration and Transformation of Human Resources (OARTH).

XXII. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System for Award Management (SAM) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement, including but not limited to, termination of this Agreement.

XXIII. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 97-98

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONSULTANT will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

XXIV. MEMORANDUM NO. 2023-001; CIRCULAR LETTER 008-23 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

All government contracts or agreements, regardless of their amount, are subject to the following clauses, as provided by Section XV of Memorandum No., OSG2023-001 and Circular Letter No. 008-2023 of the Office of the Secretary of the Interior and the Office of Management and Budget dated December 27, 2023.

XXIV.1 - Interagency service clause: Both contracting parties recognize and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Secretary of the Government. These services will be performed under the same terms and conditions regarding work hours and compensation set forth in this contract. For the purposes of this clause, the term "entity of the Executive Branch" includes all the agendas of the Government of Puerto Rico, as well as the instrumentalities, public corporations and the Office of the Governor.

It is clarified that this clause will not be required in cases of construction services contracts in which a specific work will be carried out.

XXIV.2 - Termination clause: The Office of the Secretary of the Interior will have the power to terminate this contract at any time.

XXIV.3 - Contract Review Policy of the Financial Oversight and Administration Board for Puerto Rico: The Parties acknowledge that the CONSULTANT has submitted the certification titled "CONSULTANT Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Administration Board for Puerto Rico, signed under penalty of perjury by the Executive Director of the CONSULTANT (or the equivalent highest ranking official). Included as **Exhibit _____** to this Contract, a signed copy of the "CONSULTANT Certification Requirement."

XXV. MEMORANDUM OF THE DEPARTMENT OF STATE APRIL 14, 2025

Notification of Corporate Changes. The contracted entity, whether a local or foreign corporation, is obligated to notify the Department of State in writing, within a period of no more than thirty (30) days from its effective date, of any change in its name, nature, or corporate functions, as well as any consolidation, merger, or corporate transformation process that may alter its legal personality or legal capacity to contract. Failure to comply with this provision may constitute sufficient cause for termination of the contract and the application of the corresponding legal and administrative sanctions.

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

The CONSULTANT acknowledges that HUD financial assistance will be used to fund the Agreement only. Also, the CONSULTANT shall comply with all applicable Federal, State and Local laws, Rules, Regulations, and Policies relating to CDBG-DR and the CDBG-DR IPG Program. 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, CONSULTANT shall comply, without limitation, those set forth in **Attachment VII**.

XXVII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONSULTANT shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines,

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AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRCCDA.

XXVIII. SECTION 3 CLAUSE

- A. The work to be performed under this contract 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.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT'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.
- D. The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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 subconsultant is in violation of the regulations in 24 CFR part 135. The CONSULTANT will not subcontract with any subconsultant where the CONSULTANT has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 CFR part 135.
- E. The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR part 135.
- F. 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 contract. 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 contract 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).
- G. The CONSULTANT agrees to submit, and shall cause its subconsultants to submit, quarterly reports to the PRCCDA detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and

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very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

XXIX. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352

The CONSULTANT 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 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 CONSULTANT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The CONSULTANT 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 CONSULTANT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.*, apply to this certification and disclosure, if any.

XXX. EQUAL OPPORTUNITY

- A.-The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONSULTANT will take affirmative action to ensure that applicants 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.-The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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- C. -When applicable, the CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. -The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E. -The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. -In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. -The CONSULTANT will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

XXXI. CLEAN AIR ACT

- A. -The CONSULTANT 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.*
- B. -The CONSULTANT agrees to report each violation to the PRCCDA and understands and agrees that the PRCCDA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. -The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXII. SUSPENSION AND DEBARMENT

- A. -This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. -The CONSULTANT must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- C. -This certification is a material representation of fact relied upon by PRCCDA. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRCCDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. -The CONSULTANT agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXIII. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the Agreement.

XXXIV. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this Agreement.

XXXV. BANKRUPTCY

In the event that CONSULTANT files for bankruptcy protection, the Government of Puerto Rico and PRCCDA may deem this Agreement null and void, and terminate this Agreement without notice.

XXXVI. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRCCDA and the CONSULTANT and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRCCDA and the CONSULTANT.

XXXVII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRCCDA reserves the right to notify in writing to CONSULTANT any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

XXXVIII. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRCCDA and the CONSULTANT, their successors and assigns.

The CONSULTANT shall not assign this Agreement, in whole or in part, without the prior written consent of PRCCDA, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XXXIX. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, CONSULTANT, corporation, or other entity without the prior, express, and written consent of the other party.

XL. NON-WAIVER

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 Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XLI. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal and State laws, regulations, and policies applicable to this Agreement, this Contract, Additional Conditions (Attachment VI) and the HUD General Provisions (Attachment VII), the Scope of Services (Attachment II), the Compensation Schedule (Attachment I), and lastly, the CONSULTANT's proposal (Attachment I and II).

XLII. GOVERNING LAW JURISDICTION

This Agreement 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 Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XLIII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

In the event that participating entities are consolidated or merged with another entity or agency, CONSULTANT will notify PRCCDA of such action within a **fifteen (15) day** period of being notified of it. PRCCDA will have **fifteen (15) days** to state its position. With PRCCDA's written approval, CONSULTANT must ensure that the resulting entity becomes responsible for CONSULTANT's tasks under this legal agreement. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at CONSULTANT under this Agreement are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of services for the program as outlined provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise

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and provide orientation on CONSULTANT's duties under this Agreement and make the survival or transfer. Upon the consolidation or the merger becoming effective and supporting evidence of such event is notified to PRCCDA, execution of an Amendment to the SRA may follow.

XLIV. HEADINGS

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

XLV. FEDERAL FUNDING

The fulfillment of this Agreement is based on allocations of funds made available to the PRDOH as Recipient of federal disaster recovery funds. All expenditures under this Agreement must be made in accordance with this Agreement, the policies and procedures promulgated under the PRDOH, CDBG-DR and its IPG Program, PRCCDA's enabling Law and regulations and policies any other applicable laws. Further, CONSULTANT acknowledges that all funds are subject to recapture and repayment for non-compliance.

XLVI. RECAPTURE OF FUNDS

PRCCDA may recapture payments it makes to CONSULTANT that: (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures. CONSULTANT must refund such recaptured payments within **thirty (30) days** after the PRCCDA issues notice of recapture to CONSULTANT. Noncompliance, with payment terms may generate the collection of interests.

XLVII. OVERPAYMENT

CONSULTANT shall be liable to the PRCCDA for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONSULTANT shall reimburse such disallowed costs from funds other than those CONSULTANT received under this Agreement.

XLVIII. SEVERABILITY

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed, and the remainder of the Agreement shall remain operative and in full effect.

XLIX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRCCDA within **thirty (30) days** of execution by the other party, this Agreement shall be null and void.

XLX. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds;

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ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONSULTANT 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 Agreement shall so survive.

IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

Puerto Rico Convention Center
District Authority

Verónica Ferraioli Hornero. Esq.
Executive Director
100 Convention Boulevard
San Juan, Puerto Rico

Tax ID No: 660-612633
Unique Entity Id: FFMUBT6WCM1

Tax ID. No. _____
Unique Entity Id: _____



INSURANCE REQUIREMENTS

The successful bidder shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, and submit to the Puerto Rico Convention Center District Authority (PRCCDA), insurance policies and/or bonds in compliance with the Insurance Requirement, as per the following:

1. STATE INSURANCE FUND CORPORATION'S WORKER'S INSURANCE
 - a. The Contractor shall provide workmen's compensation insurance as required by Act No. 45 of April 18, 1935, as amended, known as the workmen's compensation act of the Commonwealth of Puerto Rico a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Agreement.
 - b. The Contractor shall provide to PRCCD a certificate from the State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Agreement.
 - c. The Contractor shall also be responsible for compliance with said workmen's compensation act by all his subcontractors, agents, and invitees.
2. COMMERCIAL GENERAL LIABILITY, INCLUDING THE FOLLOWING COVERAGES AND LIMITS:
 - A. COMMERCIAL GENERAL LIABILITY - \$1,000,000.00 (GENERAL AGGREGATE)
 - B. COMMERCIAL GENERAL LIABILITY - PRODUCTS AND COMPLETE OPERATIONS - \$1,000,000.00
 - C. PERSONAL INJURY AND ADVERTISING - \$1,000,000.00
 - D. PERSONAL INJURY - EACH OCCURRENCE - \$1,000,000.00
3. PERSONAL INJURY - EACH OCCURRENCE - \$1,000,000.00
4. FIRE DAMAGE - \$100,000.00 (ANY ONE PERSON)
5. EMPLOYEES LIABILITY - BODILY INJURY BY ACCIDENT - \$1,000,000.00 (BY EMPLOYEE, BYACCIDENT)
6. COMMERCIAL UMBRELLA - \$3,000,000.00
7. AUTOMOBILE LIABILITY - \$1,000,000.00 CSL (HIRED & NON-OWNED) WITH MEDICAL
 - A. PAYMENTS OF \$5,000.00
8. PROFESSIONAL GENERAL LIABILITY AND/OR ERRORS AND OMISSIONS POLICY:
 - A. RISK, INTEREST, LOCATION, AND LIMITS:
 - I. EACH OCCURRENCE - \$1,000,000
 - II. AGGREGATE - \$2,000,000
 - III. DEDUCTIBLE - \$5,000.0

The Contractor must maintain the insurance for the duration of the Agreement.

END OF DOCUMENT



PRCCDA HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND ADDITIONAL REQUIREMENTS UNDER THE IPG PROGRAM

Given that the Agreement (herein, “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-federallaborstandards-provisions/>.

These terms and conditions must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Contract, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

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 CONTRACTOR AGREEMENT TERMS

The Puerto Rico Convention Center District Authority (PRCCDA) 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 PRCCDA and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRCCDA and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

5. 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 PRCCDA on a quarterly basis.

6. 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 C.F.R. 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.

7. 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.

8. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRCCDA 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, if applicable. The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRCCDA is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRCCDA 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 PRCCDA, 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.

9. 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 PRCCDA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this CONTRACT.

The 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.

10. 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 PRCCDA.

11. 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 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). 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.

12. 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. §§ 3701-3708) 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 CWHSSA, 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.

13. **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. § 3141 et seq.) 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 PRCCDA.

14. **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 PRCCDA 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 PRCCDA, become the PRCCDA'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 PRCCDA for damages sustained by the Government of Puerto Rico and/or PRCCDA by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRCCDA 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 PRCCDA from the CONTRACTOR is determined.

15. **TERMINATION FOR CONVENIENCE**

(Applicable to contracts exceeding \$10,000)

The PRCCDA may terminate this CONTRACT at any time by giving at least a ten (10) days' notice in writing to the CONTRACTOR. If the CONTRACT is terminated by the PRCCDA as provided

herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

16. 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:

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

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 Rehabilitation Act of 1973, as amended, 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.

17. **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 C.F.R. Subpt. B, Ch. 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.

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.

18. 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.

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).

19. 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. § 7401 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. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

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 Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, 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. § 7414) 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.

20. 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 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, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

21. BONDING REQUIREMENTS

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

The CONTRACTOR shall comply with 2 C.F.R. § 200.326 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.

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

A. 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.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, 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 in 24 C.F.R. Part 75 regulations.

C. 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.

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, 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 75. 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 75.

E. The CONTRACTOR acknowledges that CONTRACTORs, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or CONTRACTOR agreements, program regulatory agreements, or contracts signed after this CONTRACT.

F. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

H. 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 (46 U.S.C. § 5307) 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).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRCCDA detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

23. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)**

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR/MIT) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD).

The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRCCDA has also established the Uniform Relocation Assistance Guide & Residential AntiDisplacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR/MIT programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR/MIT funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR/MIT funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR/MIT funds to complete the project or an interdependent phase of the project. CONTRACTORS are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

24. **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, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

25. **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).

26. **POLITICAL ACTIVITY**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The CONTRACTOR shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

The Hatch Act applies to political activities of certain state and local employees. As a PRCCDA's SUBRECIPIENT, you may participate in 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.

27. **HEALTH AND SAFETY STANDARDS**

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) 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 a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

28. **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.

29. **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 PRCCDA 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 PRCCDA for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

30. **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 PRCCDA for the latter's decision, which shall be final with respect thereto.

31. **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.

32. 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 PRCCDA officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of the PRCCDA 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 PRCCDA, or subcontract arising therefore 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.

33. 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.

34. 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.

35. RELIGIOUS ACTIVITY

The CONTRACTOR, in compliance with 24 C.F.R. 570.200(j) and 24 C.F.R. § 5.109 (c), agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this Agreement.

36. 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 Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. Parts 59 through 79 and 24 C.F.R. § 570.605.

37. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35, Subpt. A on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN

RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBGDR/MIT funds.

38. 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 2 C.F.R. § 200.318(g).

39. GENERAL COMPLIANCE

The CONTRACTOR shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R.

§ 570, as modified by the Federal Register notices that govern the use of CDBGDR/MIT funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the CONTRACTOR does not assume any applicable of the PRCCDA's responsibilities for environmental review, decision making, and action, described in 24 C.F.R. Part 58 and (2) the CONTRACTOR does not assume any applicable of the PRCCDA's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The CONTRACTOR shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR/MIT funds in complying with its obligations under this Agreement, regardless of whether CDBGDR/MIT funds are made available to the CONTRACTOR on an advance or reimbursement basis. 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. Part 35, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; 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.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The CONTRACTOR also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The CONTRACTOR shall also comply with applicable PRCCDA's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

40. **DUPLICATION OF BENEFITS**

The CONTRACTOR shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and described in Appropriations Act. The CONTRACTOR must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the PRCCDA, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (June 20, 2019, 84 FR 28848). The CONTRACTOR shall carry out the activities under this Agreement in compliance with PRCCDA's procedures to prevent duplication of benefits.

41. **DRUG-FREE WORKPLACE**

The CONTRACTOR must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 81018106.

42. **HOLD HARMLESS**

The CONTRACTOR shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRCCDA) and indemnify the Government of Puerto Rico, PRCCDA, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the CONTRACTOR in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the CONTRACTOR to indemnify and reimburse the PRCCDA for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRCCDA's enforcement of this Agreement or any portion thereof against the CONTRACTOR or otherwise arising in connection with the CONTRACTOR's breach, violation, or other noncompliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. **PRCCDA RECOGNITION**

Unless otherwise directed by the PRCCDA, the CONTRACTOR shall ensure recognition of the role of HUD and the PRCCDA in providing funding, services, and efforts through this Agreement. Unless otherwise directed by the PRCCDA, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of the PRCCDA. In addition, the CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The PRCCDA reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

44. LOGOS CLAUSE

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

45. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

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

46. FINANCIAL & PROGRAM MANAGEMENT

The CONTRACTOR shall expend and account for all CDBG-DR/MIT funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The CONTRACTOR shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

47. DOCUMENTATION AND RECORD KEEPING

The CONTRACTOR shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the PRCCDA. Such records shall include but not be limited to:

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

48. ACCESS TO RECORDS

The Government of Puerto Rico, the PRCCDA, 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.

49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PRCCDA

The CONTRACTOR shall retain all official records on programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between PRCCDA

and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) years period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRCCDA upon request.

50. **CLIENT DATA AND OTHER SENSITIVE INFORMATION**

In the event that the CONTRACTOR comes to possess client data and other sensitive information as a result of this Agreement, then the CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRCCDA monitors or their designees for review upon request.

The CONTRACTOR must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or the PRCCDA designates as sensitive or the CONTRACTOR considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the CONTRACTOR must comply with the PRCCDA CDBG-DR Personally Identifiable Information, Confidentiality, and Nondisclosure Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/download/personally-identifiable-informationconfidentiality-and-nondisclosure-policy/>), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

The CONTRACTOR shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and § 570.490(c) (States).

51. **CLOSE-OUT**

The CONTRACTOR's obligation to PRCCDA shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRCCDA), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRCCDA), determining the custodianship of records, and the CONTRACTOR certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CONTRACTOR has control over CDBG-DR/MIT funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the CONTRACTOR shall transfer to the recipient any CDBG-DR/MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBGDR/MIT funds, further, any real property under the CONTRACTOR's control that was acquired or improved in whole or in part with CDBG-DR/MIT funds (including CDBGDR/MIT funds provided to the CONTRACTOR in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

52. AUDITS AND INSPECTIONS

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to the PRCCDA, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within thirty (30) days after receipt by the CONTRACTOR. Failure of the CONTRACTOR to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

53. SINGLE AUDIT

The CONTRACTOR must be audited as required by 2 C.F.R. Part 200, Subpt. F, when the CONTRACTOR's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (Audit requirements). Once said threshold is reached or exceeded, the CONTRACTOR shall notify the PRCCDA and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The CONTRACTOR shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 (Report submission), as stated in 2 C.F.R. § 200.508(a) (Auditee responsibilities).

Among other relevant provisions, the CONTRACTOR shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

54. INSPECTIONS AND MONITORING

The CONTRACTOR shall permit the PRCCDA and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRCCDA to meet the requirements of 2 C.F.R. Part 200.

55. CORRECTIVE ACTIONS

The PRCCDA may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRCCDA may require the CONTRACTOR to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the CONTRACTOR from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the CONTRACTOR utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRCCDA may impose additional conditions on the use of the CDBG-DR/MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

56. NONDISCRIMINATION

The CONTRACTOR shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309.

Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, 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 Federal financial assistance.

The CONTRACTOR shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR/MIT funds. Thus, the CONTRACTOR shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The CONTRACTOR shall ensure that all CDBG-DR/MIT activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.¹

57. **ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT**

The CONTRACTOR shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the description of “facilities” in 41 C.F.R. § 102–76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101 et seq. (ADA), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

¹ Follow the link for document access at the CDBG-DR Website: <https://cdbg-dr.pr.gov/en/download/fair-housingandequal-opportunity-fheo-policy-for-cdbg-dr-programs/>.

The CONTRACTOR agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non- discrimination provisions in Section 109 of the HCDA are still applicable.

58. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The CONTRACTOR shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The CONTRACTOR shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the CONTRACTOR assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the CONTRACTOR's assurance herein shall obligate the CONTRACTOR or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the CONTRACTOR for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRCCDA and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR/MIT funds and provided to the CONTRACTOR under this Agreement, the instrument effecting any disposition by the CONTRACTOR of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the CONTRACTOR receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any

such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

3) Women- and Minority-Owned Businesses (W/MBE)

The CONTRACTOR shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the CONTRACTOR procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian- Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR/MIT Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the CONTRACTOR shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. CONTRACTOR shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. CONTRACTOR shall also document their efforts and submit those to PRCCDA on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

4) Notifications

The CONTRACTOR will send to each labor union or representative of workers with which it 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 worker's representative of the CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

59. LABOR STANDARDS

The CONTRACTOR shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement 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, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Parts 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The CONTRACTOR agrees to comply with 18 U.S.C. § 874 and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The CONTRACTOR shall maintain

documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRCCDA for review upon request.

The CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

60. CONDUCT

1) Contracts

- a. Monitoring: As applicable, the CONTRACTOR will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- b. Content: The CONTRACTOR shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The CONTRACTOR shall ensure that all contracts awarded after the execution of this Agreement and in the performance of such, follow the procurement policies and procedures described in this Agreement.
- d. Notification: The CONTRACTOR shall notify and provide a copy of any and all contracts related to this Agreement and CDBG-DR/MIT funds to the Contract Administration Area of the PRCCDA CDBG-DR/MIT Legal Division within three (3) days of its execution.

2) Conflict of Interest

The CONTRACTOR agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the CONTRACTOR is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the CONTRACTOR is not, the CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR/MIT assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR/MIT assisted activity, or with respect to the proceeds from the CDBG-DR/MIT assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRCCDA, the CONTRACTOR, or any designated public agency.

d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of the PRCCDA has pecuniary interest in this contract. (2) No public servant of the PRCCDA has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRCCDA related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRCCDA has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRCCDA has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

61. CITIZEN GRIEVANCES

If the CONTRACTOR receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRCCDA CDBG-DR/MIT Program so that PRCCDA may respond appropriately.

62. TECHNICAL ASSISTANCE AND TRAININGS

The CONTRACTOR shall attend any and all technical assistance and/or trainings that the PRCCDA requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

63. DISASTER RELIEF ACCOUNT

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRCCDA must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. § 200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the beforementioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRCCDA to its CONTRACTORS shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the CONTRACTOR. The funds shall be used solely for eligible activities.

Further, the CONTRACTOR shall provide and make available to PRCCDA any and all documentation related to such account.

64. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTOR whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

END OF DOCUMENT

Initials:

PRCCDA

Contractor



ANTI-LOBBYING CERTIFICATION
(to be submitted with each bid or offer exceeding \$100,000)

Contractor: _____

The undersigned 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 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 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 making lobbying contracts to an office 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and 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 31 U.S.C. 1352 (as amended by the Lobbying Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

END OF DOCUMENT

Proposer's Initials: _____

SF-LLL Instructions

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-013), Washington, DC 20503

Proposer's Initials: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee (Tier, if known: _____) Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if known: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. (a) Name and Address of Lobbying Registrant: Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
(b) Individual Performing Services (Including address of different from No. 10a): Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
_____ <i>Signature</i>		
_____ <i>Printed Name</i>		
_____ <i>Title</i>		
_____ <i>Telephone No.</i>		
_____ <i>Date</i>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Proposer's Initials: _____

DISCLOSURE OF LOBBYING ACTIVITIES
Continuation Sheet

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form – LLL-A

Proposer's Initials: _____



ATTACHMENT VII
NON-CONFLICT OF INTEREST CERTIFICATION
CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS
Request for Quotation (RFQ)
Geotechnical Engineering Services for the Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
CDBG-DR-IPG-PRCCDA-2025-05

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ ("the Proposer") for the procurement process referenced in the title of this document ("Procurement Process"). In such regard, I hereby certify that:

Yo, _____, mayor de edad, de estado civil (casado(a)/soltero(a)), y residente de _____, he sido designado(a) como el/la representante autorizado(a) de _____ (el "Proponente"), para el proceso de adquisición del proyecto indicado en el título de este documento ("Proceso de Adquisición"). En virtud de ello, certifico que:

1. No public official or employee of the Procuring Entity possesses any financial interest with any Proposer participating in this Procurement Process, and that likewise, has had no direct or indirect financial interest with these for the past four (4) years.

[Ningún servidor público o empleado de la Entidad Adquirente tiene un interés pecuniario con alguno de los Proponentes que participan en este Proceso de Adquisición, ni lo han tenido -directa o indirectamente- en los últimos cuatro (4) años.]

2. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family, and/or relatives, and/or for any person, as a form of compensation for performing the duties and responsibilities of their position in connection with this Procurement Process.

[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad con interés en este Proceso de Adquisición, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, como mecanismo de pago por llevar a cabo los deberes y responsabilidades de su posición relacionado a este Proceso de Adquisición.]

3. No public official or employee of the Procuring Entity has solicited or accepted, directly or indirectly, by means of any person or entity with interest in this Procurement Process, including the Proposer, any goods of any value -including, gifts, gratuities, contributions, services, donations, loans, and/or any other item of monetary value- for themselves and/or for any member of their immediate family,

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and/or relatives, and/or for any person, in exchange for their actions being an influence in the end result of this Procurement Process

[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o familiares y/o para cualquier otra persona, a cambio de que su actuación influya el resultado final de este Proceso de Adquisición.]

4. I do not have a kindred relationship within the fourth (4th) degree of consanguinity and/or second (2nd) degree of affinity with public official or employee of the Procuring Entity that participates or influences -or has the capacity to do so- in the institutional decisions of the Procuring Entity.

[No tengo una relación de parentesco dentro del cuarto (4to) grado de consanguinidad y/o segundo (2do) de afinidad, con algún servidor público o empleado de la Entidad Adquirente que participe o inflencie -o tenga la capacidad para hacerlo- 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. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

[La Entidad Adquirente 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. Por tanto, la Entidad Adquiriente está comprometida con apoyar y cumplir con 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.]

In light of the above, I, the Proposer's Authorized Representative, also certify that:

[En virtud de lo anterior, yo, el/la Representante Autorizado(a) del Proponente, certifico que también:]

1. I agree 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 Applicants 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 Procuring Entity.

[Tengo el compromiso de 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 reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquiriente.]

[Tengo el compromiso de 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 reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquiriente.]

Signature of Proposer's Authorized Representative

[Firma del/la Representante Autorizado(a) del Proponente]

Date

[Fecha]

Printed Name of Proposer's Authorized Representative

[Nombre en Letra de Molde del/la Representante Autorizado(a) del Proponente]

Proposer's Initials: _____



ATTACHMENT VIII
NON-CONFLICT OF INTEREST CERTIFICATION
ON EXISTING OR PENDING CONTRACTS

Request for Quotation (RFQ)

Geotechnical Engineering Services for the Navy Pier Bulkhead and New Boardwalk
Economic Development Investment Portfolio for Growth Program (IPG)
Community Development Block Grant – Disaster Recovery (CDBG-DR)
Puerto Rico Convention Center District Authority
CDBG-DR-IPG-PRCCDA-2025-05

I, _____, of legal age, of marital status (married/single), and a resident of _____, have been designated as the authorized representative of _____ ("the Proposer") for the procurement process referenced in the title of this document ("Procurement Process"). In such regard, I hereby certify that:

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Proposer or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Proposer recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term "potential conflict" means reasonably foreseeable conflict of interest.
2. The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when "the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract". Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
 - a) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
 - b) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
 - c) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the government, or in providing technical assistance or other services to

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recipients of Federal funds as part of its contractual responsibility.

4. In the case in which the Proposer discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate measures to address the disclosure by taking the following actions, which include but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.
5. If an apparent, potential, or actual conflict of interest is discovered by the Proposer after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Proposer has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.
7. The Proposer has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing or mitigating any apparent, potential or actual conflicts of interests to the Procuring Entity's satisfaction.

Signature of Proposer's Authorized Representative

Date

Printed Name of Proposer's Authorized Representative

Proposer's Initials: _____