



Attachment VI: Non Collusive Affidavit

United States of America } s
Commonwealth of Puerto Rico

_____ being first duly sworn, deposes and says:

That he is _____
(an individual, a partner of a partnership or an officer of a corporation, etc...)

of the party making the foregoing offer or bid, that such offer or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agree, directly or indirectly, with any bidder, or persona, to put in sham bid or to refrain from bidding; that he has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, of to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the _____ proposed contract; and that all statements in said

(Name of Owner)
offer or bid are true.

In the city of _____, Puerto Rico, this _____
Day of _____, 2022

Name of Bidder

Signature of Bidder's Representative

AFFIDAVIT NUMBER _____

Sworn and subscribed to before me in the place and date above stated by
_____ of legal age and personally known to me.

(NOTARY PUBLIC)



Statement of Bidders Qualifications

Attachment VII: Statement of Bidders Qualifications

The Undersigned hereby certifies, under oath, the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: _____
(Name of Owner)

Submitted by: _____
(Name of Authorized Person)

Corporation
Partnership
Individual
Joint Venture
Other

Note: (Attach Separate Sheets as Required)

1. How many years has your organization been in business as a General Contractor?
_____.
2. How many years has your organization been in business under its present business name? _____.
3. If a corporation answer the following:
 - a) Date of incorporation:
 - b) Where incorporated:
 - c) Secretary's or Clerk's name:
4. If individual or partnership answer the following:
 - a) Date of organization:
5. General character of work performed by your Company:
6. List the construction experience and background of the organization:
7. Bank references: Submit written evidence of credit available.

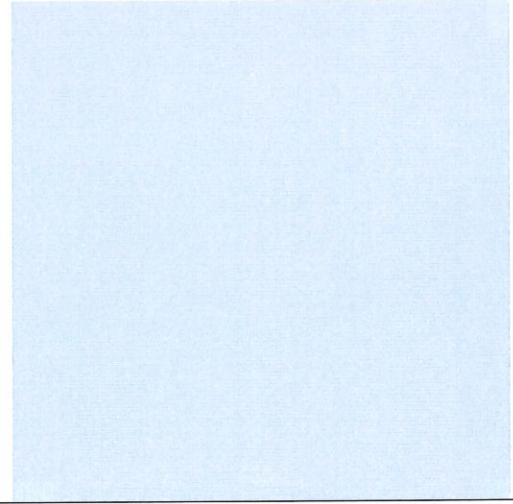
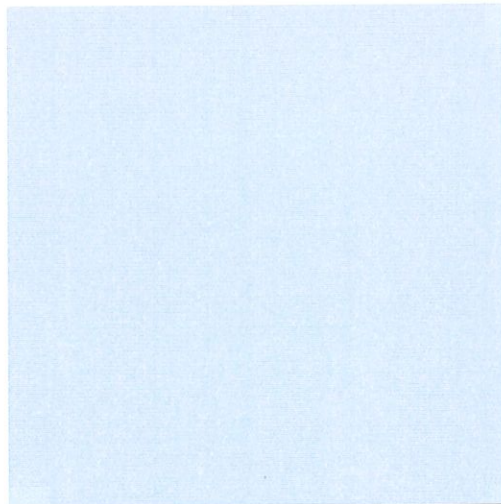
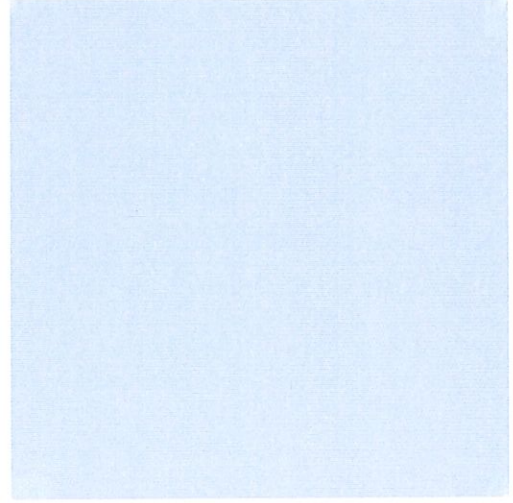
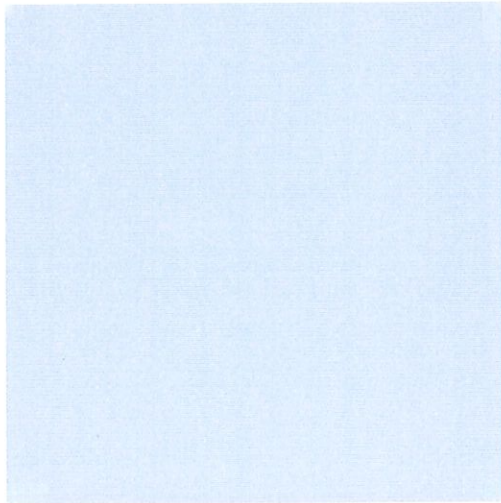
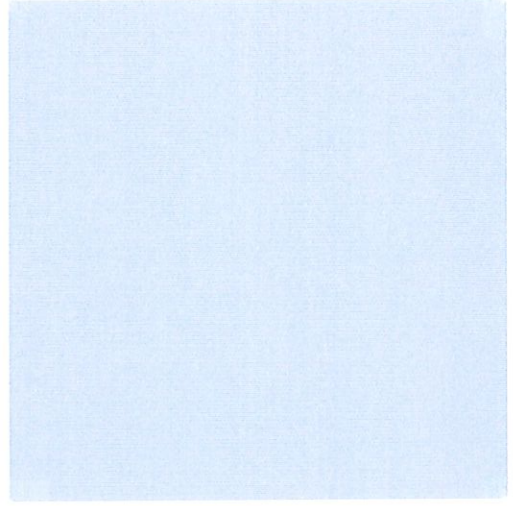
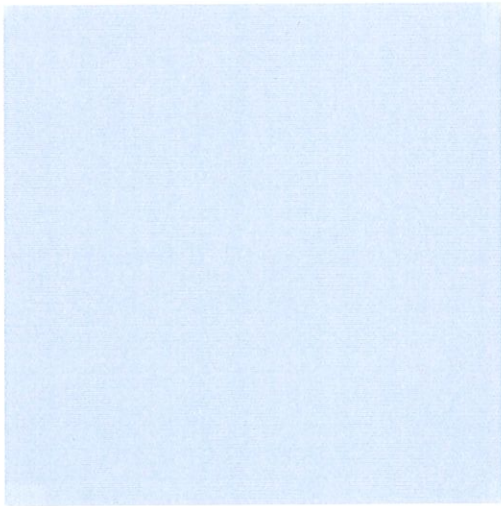
**Attachment VIII: Comparable Project Fact Sheet**

Instructions: Complete the following form for each comparable project performed by Contractor. Forms shall not exceed three (3) pages per project. Any information that exceeds the stated page limit will not be considered.

Proponent Information		
Proponent Company Name:		
Role:		
<input type="checkbox"/> Primary or General Contractor	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Other, specify:		
Project Details		
Project Name:		
Project Location:		
Project Owner & Reference Information		
Company Name:		
Point of Contact Name:		
Title:	Phone:	Email:
Project Start Date:		
Project Completion Date:		
Original Contract Amount (\$):		
Final Contract Amount (\$):		
Contract Term:		
Project Status:		
Project Description and Worked Performed		
Size of Project (gross square feet):		
Narrative description of work performed, including the major disciplines and trades involved. (Make sure to identify work completed by proponent, the work subcontracted, and the work performed by others)		



Project Photos (provide at least 2):



**Attachment IX: Past Performance Questionnaire****GSA**

PBS PAST PERFORMANCE QUESTIONNAIRE	
CONTRACT INFORMATION <i>(Contractor/Offeror to complete Blocks 1-4)</i>	
1. CONTRACTOR/OFFEROR INFORMATION Firm Name: Address: Phone Number: DUNs Number: Contact Name Email Address: : Contact Phone Number:	
2. GENERAL WORK INFORMATION Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Please explain): Percent (%) of project work performed: If a subcontractor, who was the prime (Name/Phone #):	
3. CONTRACT INFORMATION Contract Number: Delivery/Task Order Number (if applicable): Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please explain) Contract Title: Contract Location: Award Date (mm/dd/yy): Contract Completion Date (mm/dd/yy): Actual Completion Date (mm/dd/yy): Explain Differences: Original Contract Price (Award Amount): Final Contract Price (to include all modifications, if applicable): Explain Differences:	
4. PROJECT DESCRIPTION Complexity of Work: <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i>	

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their proposal, and may duplicate this questionnaire for future submission on PBS solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.



Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.



TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information Name: Title: Phone Number: Email Address:						
Project Information Contract Type: Contract Title: Contract Location:						
Describe your role in the project:						
Date Questionnaire was completed (mm/dd/yy):						
Client's Signature:						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	E	VG	S	M	U	N
(a) Quality of technical data/report preparation efforts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to meet quality standards specified for technical performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	VG	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. CUSTOMER SATISFACTION:	E	VG	S	M	U	N
(a) To what extent were the end users satisfied with the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Overall customer satisfaction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR	E	VG	S	M	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to hire, apply, and retain a qualified workforce to this effort.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



4. MANAGEMENT/ PERSONNEL/LABOR - Continued	E	VG	S	M	U	N
(c) Government Property Control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Knowledge/expertise demonstrated by contractor personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Utilization of Small Business concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. COST/FINANCIAL MANAGEMENT	E	VG	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is the Contractor's accounting system adequate for management and tracking of costs? (If no, please explain in comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? (Indicate if show cause or cure notices were issued, or any default action in comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(f) Have there been any indications that the contractor has had any financial problems? (If yes, please explain in the comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
6. SAFETY/SECURITY	E	VG	S	M	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor complied with all security requirements for the project and personnel security requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. GENERAL	E	VG	S	M	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Compliance with contractual terms/provisions (If there were specific issues, please explain in the comments sections below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) In summary, provide an overall rating for the work performed by this contractor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems .) <i>(If yes, please explain in the comments section below.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? <i>(If no, please explain in the comments section below.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS SECTION

Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

**Attachment IX: Past Performance Questionnaire****GSA**

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CONTRACT INFORMATION <i>(Contractor/Offeror to complete Blocks 1-4)</i>	
1. CONTRACTOR/OFFEROR INFORMATION Firm Name: Address: Phone Number: DUNs Number: Contact Name Email Address: : Contact Phone Number:	
2. GENERAL WORK INFORMATION Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Please explain): Percent (%) of project work performed: If a subcontractor, who was the prime (Name/Phone #):	
3. CONTRACT INFORMATION Contract Number: Delivery/Task Order Number (if applicable): Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please explain) Contract Title: Contract Location: Award Date (mm/dd/yy): Contract Completion Date (mm/dd/yy): Actual Completion Date (mm/dd/yy): Explain Differences: Original Contract Price (Award Amount): Final Contract Price (to include all modifications, if applicable): Explain Differences:	
4. PROJECT DESCRIPTION Complexity of Work: <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? <i>(Please provide details such as similar equipment, requirements, conditions, etc.)</i>	

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their proposal, and may duplicate this questionnaire for future submission on PBS solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.



Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.



TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information Name: Title: Phone Number: Email Address:						
Project Information Contract Type: Contract Title: Contract Location:						
Describe your role in the project:						
Date Questionnaire was completed (mm/dd/yy):						
Client's Signature:						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	E	VG	S	M	U	N
(a) Quality of technical data/report preparation efforts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to meet quality standards specified for technical performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	E	VG	S	M	U	N
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. CUSTOMER SATISFACTION:	E	VG	S	M	U	N
(a) To what extent were the end users satisfied with the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Overall customer satisfaction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. MANAGEMENT/ PERSONNEL/LABOR	E	VG	S	M	U	N
(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Ability to hire, apply, and retain a qualified workforce to this effort.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



4. MANAGEMENT/ PERSONNEL/LABOR - Continued	E	VG	S	M	U	N
(c) Government Property Control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Knowledge/expertise demonstrated by contractor personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Utilization of Small Business concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. COST/FINANCIAL MANAGEMENT	E	VG	S	M	U	N
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Is the Contractor's accounting system adequate for management and tracking of costs? (If no, please explain in comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? (Indicate if show cause or cure notices were issued, or any default action in comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
(f) Have there been any indications that the contractor has had any financial problems? (If yes, please explain in the comment section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No					
6. SAFETY/SECURITY	E	VG	S	M	U	N
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Contractor complied with all security requirements for the project and personnel security requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. GENERAL	E	VG	S	M	U	N
(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Compliance with contractual terms/provisions (If there were specific issues, please explain in the comments sections below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) In summary, provide an overall rating for the work performed by this contractor.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems .) <i>(If yes, please explain in the comments section below.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? <i>(If no, please explain in the comments section below.)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS SECTION

Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:



Attachment X: Certification of Inclusion of Small, Minority and Women-Owned Businesses Enterprise

I, _____, in representation of _____, certify that we will comply and ensure that Minority Business Enterprises and Women Business Enterprises participation in the works assign on behalf of this Formal Bid in compliance with 2 CFR 200.321.

Given on this, _____ day of _____, 20____, in _____, Puerto Rico.

Print name

Tittle

Signature

**Attachment XI: Liquidated Damages**

As specified in Regulation #9230, *Uniform Regulation for Purchases and Bids of Goods, Works, and Nonprofessional Services of the General Services Administration of the Government of Puerto Rico*:

The sum to pay for delay in the delivery of the good or nonprofessional service in no way represents a penalty but does represent damages agreed between both parties to compensate the Government of Puerto Rico for additional expenses and other setbacks. The foregoing shall apply to construction projects contracts. The penalty for late delivery of the construction project shall be the following:

Penalty for late delivery of the construction project:

Price of the Original Contract		Daily fee
From this amount	Up to this amount, inclusive	
\$00.00	\$99,999.99	\$300.00
\$100,000.00	\$499,999.99	\$400.00
\$500,000.00	\$999,999.99	\$800.00
\$1,000,000.00	\$1,999,999.99	\$1,000.00
\$2,000,000.00	\$4,999,999.99	\$2,000.00
\$5,000,000.00	\$9,999,999.99	\$3,000.00
\$10,000,000.00	\$19,999,999.99	\$4,000.00
\$20,000,000.00	\$29,999,999.99	\$5,000.00
\$30,000,000.00	\$39,999,999.99	\$6,000.00
\$40,000,000.00	\$49,999,999.99	\$7,000.00
\$50,000,000.00	Unlimited	\$8,000.00 or any other amount agreed in the contract



Attachment XII: Contractor Certification Requirement

The following certification shall be provided to the Federal Oversight Management Board by each contractor under contracts submitted for review:

1. The contractor's subcontractor(s) in connection with the contract⁴ is (are) the following:
 1. Neither the contractor nor any of its owners⁵, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:
 - (Name of individual or firm, including names of principals or owners of the latter)
 - (Principal terms and conditions of the compensation sharing arrangement)
 2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
 3. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
 4. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract.

The above certifications shall be signed by the Chief Executive Officer (or other officer with equivalent position or authority to issue such certifications) of the contractor.

In the event that a contractor is not able to provide any of the above certifications, such contractor shall provide a written statement setting forth the reasons therefor.

Name of Proponent or Contractor

Contractor Authorized Representative Electronic Signature (If Corporation, Signed and Sealed)

Date

⁴ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

⁵ For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.



Attachment XIII: Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 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 must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned must 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 subrecipients must certify and disclose accordingly.

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

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

Name of Proponent or Contractor

Contractor Authorized Representative Electronic Signature (If Corporation, Signed and Sealed)

Date



Attachment XIV: Additional Applicable Federal and Local Laws

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, 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 contractor 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.

(2) 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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 contractor's commitments under this section, 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 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.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor 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, and such other sanctions 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and



subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contract Work Hours and Safety Standards Act Clause

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



(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act (42 U.S.C. 7401- 7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251- 1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA), when applicable.

Clean Air Act Clause:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.



2. The contractor agrees to report each violation to the **(name of applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act Clause:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the **(name of the applicant entering into the contract)** and understands and agrees that the **(name of the applicant entering into the contract)** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. " SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, J; and 2 C.F.R. § 200.322.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-



- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Uniform Rules authorize FEMA to require additional contract provisions for non- Federal entity contracts. FEMA, pursuant to that authority, requires and recommends the following additional clauses:

Access to Records. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide **(insert name of state agency or local or Indian tribal government), (insert name of recipient)**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.



- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the **(write in name of the non- federal entity)** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo and Flags. Non-Federal entities must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations and Executive Orders. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. FEMA recommends that the non-Federal entity include a provision in its contract that the Federal Government is not a party to the contract and is not subject to any obligation or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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



Program Fraud and False or Fraudulent Statements or Related Acts. FEMA requires that non-Federal entities include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity **must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.** The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Compliance with the Davis-Bacon Act.

1. All transactions regarding this contract shall be done in compliance with the Davis- Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.



Compliance with the Copeland "Anti-Kickback" Act.

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Breach Of Contract Terms, The Agency 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.

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

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 obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Government of Puerto Rico 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 contract shall, at the option of the Government of Puerto Rico, become the Government of Puerto Rico'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 for damages sustained by the Government of Puerto



Rico by virtue of any breach of the contract by the Contractor, and the Government of Puerto Rico 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 from the Contractor is determined.

Termination For Convenience (Applicable to contracts exceeding \$10,000), The Government of Puerto Rico may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Government of Puerto Rico as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

Lobbying (Applicable to contracts exceeding \$100,000)

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 subrecipients shall certify and disclose accordingly.

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



Prohibition on Contracting for Covered Telecommunications Equipment or Services

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) *Prohibitions.*
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) *Exceptions.*
 - 1) This clause does not prohibit contractors from providing—



- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) *Reporting requirement.*

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.



- e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

Domestic Preferences for Procurements

“Domestic Preference for Procurements

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

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”



Attachment XV: HUD General Provisions

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 Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), 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 the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

The Agency 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 Agency. The Contractor shall cooperate with all Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS



The Agency, the U.S. Department of Housing and Urban Development, 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.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract.

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

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- 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 Agency on a quarterly basis. A copy of that form is available at <http://www.hud.gov/offices/adm/hudclips/fo1ms/files/2516.pdf>.

8. RIGHTS TO INVESTIONS MADE UNDER A CONTRACT OR AGREEMENT

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



9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST



The Contractor shall notify the Agency as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Agency is able to assess such actual or potential conflict. The Contractor shall provide the Agency any additional information necessary for the Agency to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Agency, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

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

1. Placing unreasonable requirements on firms in order for them to qualify to do business,
2. Requiring unnecessary experience and excessive bonding,
3. Noncompetitive pricing practices between firms or between affiliated companies,
4. Noncompetitive awards to consultants that are on retainer contracts,
5. Organizational conflicts of interest,
6. 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
7. Any arbitrary action in the procurement process.

The Contractor represents to the Government of Puerto Rico 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.

16. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Government of Puerto Rico.

17. INDEMNIFICATION



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

18. COPELAND " ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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



On a semi-annual basis, the Contractor shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to the Agency. A fillable version of that form is available at <http://www.hud.gov/offices/adm/hudclips/forms/hud4.cfm>.

21. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Government of Puerto Rico 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 contract shall, at the option of the Government of Puerto Rico, become the Government of Puerto Rico'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 for damages sustained by the Government of Puerto Rico by virtue of any breach of the contract by the Contractor, and the Government of Puerto Rico 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 from the Contractor is determined.

22. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

The Government of Puerto Rico may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Government of Puerto Rico as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations. Equal Opportunity for Workers With Disabilities

- 1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - a) Recruitment, advertising, and job application procedures;
 - b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c) Rates of pay or any other form of compensation and changes in compensation;



- d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - e) Leaves of absence, sick leave, or any other leave;
 - f) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - g) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - h) Activities sponsored by the contractor including social or recreational programs; and
 - i) Any other term, condition, or privilege of employment.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - 5) The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - 6) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EXECUTIVE ORDER 11246

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



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

During the performance of this contract, 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 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 contract or with any of such rules, regulations or orders, this contract 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 procedure s 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 A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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).

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

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



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

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

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

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 subrecipients shall certify and disclose accordingly.



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

28. BONDING REQUIREMENTS

(Applicable to construction and facility improvement 3 contracts exceeding \$100,000)

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

- 1) A proposal guarantee from each proposal equivalent to five percent of the offer price. The "proposal guarantee" shall consist of a firm commitment such as a proposal bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the Proponent will, upon acceptance of his proposal, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the Contractor for 100 percent of the contract 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 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

- 1) The work to be performed under this 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.
- 2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this 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.
- 3) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will



post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 4) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- 5) The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.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).
- 8) For contracts exceeding \$100,000, the Contractor shall submit Form HUD 60002 (Section 3 Summary Report) to the Agency on a quarterly basis, notwithstanding the annual reporting requirement set forth in the instructions.

30. FAIR HOUSING ACT

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

Attachment XVI

SPECIAL CONDITIONS

Formal Bid No. 22-2841-R1

A. SCOPE OF WORK

The entire work for each project included on this Contract, consists mainly, but is not limited to the following items of work:

1. **Preparation and submission of certified schematic architectural drawings for improvements on all existing school buildings and related site facilities included as part of this Contract.** This item of work must include, at least, plans and elevations showing actual dimensions of all surfaces to be repaired, plastered, and painted (reinforced concrete, masonry, asphalt, wood, metal, aluminum, etc.), actual dimensions and location of architectural facilities at site (gazebos, plazas, perimeter fences, handicapped ramps, sidewalks, etc.), and actual dimensions and location of mechanical & electrical utilities at site, such as septic tanks, grease traps, electric power generators, sanitary sewer system's pump station and manholes, storm sewer inlets, etc. **Unit price quotation for this work must be submitted as part of Item No. 1 of Proposal (Price Worksheet, Attachment V).**
2. **Water blasting of exposed concrete surfaces at each project's site, including but not limited to sidewalks, curbs, benches, exterior slabs on ground and ramps.** **Unit price quotation for this work must be submitted as part of Item No. 2 of Proposal (Bid Form No. 4).**
3. **Water blasting of all exterior reinforced concrete and masonry surfaces to be painted.** Exterior surfaces include but is not limited to existing school buildings' facades, retaining walls, reinforced concrete/masonry walls & parapets, reinforced concrete ceilings at exposed hallways and reinforced concrete beams, eaves & columns. **This item of work must include cleaning with approved fungicide product to remove impurities and fungus, as part of previous surface preparation of such exposed surfaces. Unit price quotation for this work must be submitted as part of Item No. 3 of Proposal (Price Worksheet, Attachment V).**
4. **Proper preparation and cleaning of all interior reinforced concrete and masonry surfaces to be painted.** Interior surfaces include but is not limited to reinforced concrete/masonry walls and reinforced concrete ceilings, beams, and columns at existing classrooms, bathrooms, administrative office, dining room, library, basketball/volleyball court, community room, etc. **This item of work must include cleaning with approved fungicide product to remove impurities and fungus, as directed by representative and as instructed and recommended by product's manufacturer; all in accordance with related sections of technical specifications. Unit price quotation for this work must be submitted as part of Item No. 4 of Proposal (Price Worksheet, Attachment V).**
5. **Repair of non-structural cracking and damages on exterior/interior reinforced concrete & masonry surfaces, such as walls, ceilings, columns, slabs, eaves, beams, and parapets, through performing of waterproofing and/or sealing methods &**

procedures specified on related sections of technical specifications. **Unit price quotations for this work must be submitted as part of Item No. 5 and Item No. 6 of Proposal (Price Worksheet, Attachment V).**

6. **Restoring of cement plaster finishing on exterior/interior surfaces due to previous existing damages, water blasting or surface cleaning activities.** Exterior/Interior surfaces must include reinforced concrete walls, ceilings, slabs, columns, eaves, and beams, as well as concrete masonry walls and parapets. This item of work must be performed as required and directed by inspector or designated representative, in accordance with all related sections of technical specifications. **Unit price quotations for this work must be submitted as part of Item No. 7 and Item No. 8 of Proposal (Price Worksheet, Attachment V).**
7. **Repair of damaged section of exterior/interior concrete surfaces with exposed reinforced steel bars (*Laminación*),** as required and directed by inspector or designated representative, in accordance with all related sections and articles of technical specifications and Supplementary Special Conditions, respectively. Exterior/Interior surfaces must include but is not limited to reinforced concrete walls, ceilings, structural slabs, columns, eaves, and beams. **Unit price quotations for this work must be submitted as part of Item No. 9 and Item No. 10 of Proposal (Price Worksheet, Attachment V).**
8. **Proper application of primer and paint products to all exterior concrete surfaces on all school building facades, hallways, stairs, and common areas on existing facilities, and all interior concrete surfaces on existing classrooms, bathrooms, administrative office, dining room, library, basketball/volleyball court, community room, etc.,** in accordance with all related sections of technical specifications. Item cost offer includes the removal and reinstallation of any personal property or furniture that prevents the application of the paint, as long as these goods are not mechanically attached to the surface to be painted. Exterior/Interior concrete surfaces must include but is not limited to reinforced concrete walls, ceilings, slabs, columns, eaves, and beams, as well as concrete masonry walls and parapets. Any proposed products (primer and paint) to be applied on each project's building & site facilities must require corresponding submittals provided by Contractor for approval. **Unit price quotations for this work must be submitted from Item No. 11 to Item No. 14 of Proposal (Price Worksheet, Attachment V).**
9. **Proper application of primer and paint products to all exterior wood, aluminum, and metal surfaces on school building facades, hallways, stairs, common areas, and parking areas, as well as all interior wood, aluminum, and metal surfaces on classrooms, bathrooms, administrative office, dining room, library, basketball/volleyball court, community room, etc.,** including previous surface preparation as recommended by product manufacturer, in accordance with all

related sections of technical specifications. Exterior/Interior surfaces must include but is not limited to wood/metal doors (both faces with frames), aluminum windows (both faces of *miami* type windows at facades and hallways), bathroom partitions w/ doors, steel columns (on metal structures or pre-engineered metal roofs), metal railings & handrails, iron grilles, iron/steel gates, galvanized iron ornamental fence, and ventilation louvers. Any proposed products (primer and paint) to be applied on each project's building & site facilities must require corresponding submittals provided by Contractor for approval. **Unit price quotations for this work must be submitted from Item No. 15 to Item No. 18 of Proposal (Price Worksheet, Attachment V).**

- 10. Proper application of paint product on asphalt pavement surface for parking lines and handicapped symbols, respectively,** including previous surface preparation as recommended by product manufacturer, in accordance with all related sections of technical specifications. This item includes the application of such paint product on existing concrete curbs. Any proposed paint product to be applied on parking areas must require corresponding submittal provided by Contractor for approval. **Unit price quotations for this work must be submitted as part of Item No. 19 and Item No. 20 of Proposal (Price Worksheet, Attachment V).**
- 11. Proper application of floor paint product on basketball/volleyball court's surface (for lines at game area),** including previous surface preparation as recommended by product manufacturer, in accordance with all related sections of technical specifications. Any proposed floor paint product to be applied on court surface area must require corresponding submittal provided by Contractor for approval. **Price quotation for this work must be submitted as part of Item No. 21 of Proposal (Price Worksheet, Attachment V).**
- 12. Polishing of exterior/interior floor surfaces with tile or polish concrete finishing,** including previous surface preparation, in accordance with all related sections of technical specifications. **Unit price quotations for this work must be submitted as part of Item No. 22 and Item No. 23 of Proposal (Price Worksheet, Attachment V).**
- 13. Furnishing and installation of ¾" heavy duty bird netting system,** in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by netting system manufacturer. **Unit price quotation for this work must be submitted as part of Item No. 24 of Proposal (Price Worksheet, Attachment V).**
- 14. Pruning of Existing Trees,** as directed by authorized representative, in accordance with stipulations of Cutting, Pruning and Forestation Permit issued by Puerto Rico Department of Natural and Environmental Resources (DRNA, by Spanish acronym) and Puerto Rico Permits and Endorsement Office (OGPE, by Spanish acronym),

respectively, and in compliance with all latest applicable federal and state/local environmental codes, laws, and regulations. **Unit price quotation for this work must be submitted as part of Item No. 25 of Proposal (Price Worksheet, Attachment V).**

- 15. Acquisition or rent (weekly) of the following equipment, including related delivery and pick-up costs:**

- a) Scaffolding
- b) Boom Lift
- c) Scissors Lift
- d) Truck Crane with Basket
- e) Tank Truck

Unit price quotations for this work must be submitted from Item No. 26 to Item No. 30 of Proposal (Price Worksheet, Attachment V).

- 16. Repair of Damaged Section of Interior Gypsum Board Surface including steel framing,** as required, and directed by inspector or designated representative, in accordance with all related sections and articles of technical specifications and Supplementary Special Conditions, respectively. Interior surfaces must include but is not limited to reinforced concrete or other construction material cover with gypsum board located in walls, ceilings, structural slabs, columns, eaves, and / or beams. **Unit price quotations for this work must be submitted as part of Item No. 31 of Proposal (Price Worksheet, Attachment V).**

- 17. Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing,** as required, and directed by inspector or designated representative, in accordance with all related sections and articles of technical specifications and Supplementary Special Conditions, respectively. Exterior surfaces must include but is not limited to reinforced concrete or other construction material cover with plycem concrete boards located in walls, ceilings, structural slabs, columns, eaves, and / or beams. **Unit price quotations for this work must be submitted as part of Item No. 32 of Proposal (Price Worksheet, Attachment V).**

- 18. Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing, if necessary,** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost includes removal and disposition of existing ones. **Unit price quotation for this work must be submitted as part of Item No. 33 of Proposal (Price Worksheet, Attachment V).**

- 19. Supply and install Heavy Duty All Louver Awning Aluminum Window** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by

manufacturer. Cost to include removal and disposal of existing windows to be removed. **Unit price quotation for this work must be submitted as part of Item No. 34 of Proposal (Price Worksheet, Attachment V).**

- 20. Supply and install Hollow metal doors, Flush, 3 hr fire rated, with or without Half Glass, includes door handles and Door Closer,** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing doors to be removed. **Unit price quotation for this work must be submitted as part of Item No. 35 and Item No. 36 of Proposal (Price Worksheet, Attachment V).**
- 21. Supply and install Touch bar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated and NON-Fire Rated,** as required, and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 37 and Item No. 38 of Proposal (Price Worksheet, Attachment V).**
- 22. Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 39 of Proposal (Price Worksheet, Attachment V).**
- 23. Supply and Install Building Separation Joints, includes removal, disposal and joint repair** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 40 of Proposal (Price Worksheet, Attachment V).**
- 24. Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence,** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing fence to be removed. **Unit price quotation for this work must be submitted as part**

of Item No. 41 of Proposal (Price Worksheet, Attachment V).

- 25. Supply and install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle or Straight Blade Receptacle, Commercial Environments, includes cover** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 42 and Item No. 43 of Proposal (Price Worksheet, Attachment V).**
- 26. Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 44 of Proposal (Price Worksheet, Attachment V).**
- 27. Preparation and repair of exterior and interior metal surfaces affected by corrosion** as required and directed by inspector or designated representative, in compliance with technical specifications submitted as part of these Special Conditions and accordance with installation's methods and procedures instructed and recommended by manufacturer. Cost to include removal and disposal of existing device to be removed. **Unit price quotation for this work must be submitted as part of Item No. 45 and Item No. 46 of Proposal (Price Worksheet, Attachment V).**

All items of work included on this Contract shall be performed in compliance with Special Conditions, Supplementary Special Conditions, technical specifications, and all remaining Contract Documents, as well as all latest applicable federal and state/local construction standards, codes, laws, and regulations.

Any paintwork on exposed metal surfaces, concrete curbs or asphalt pavement must consider possible presence of lead-based paint on such surfaces. Consequently, previous surface preparation, prior to application of new paint finish, must be performed by a firm properly certified in the handling, removal, and disposal of regulated materials, as indicated on Supplementary Special Conditions (to be submitted on further addenda), in strict compliance with all latest applicable federal and state/local environmental standards, codes, laws, and regulations.

B. LOCATION

The entire work shall be accomplished at the existing sites and building facilities of all schools included on the Contract.

C. TIME FOR COMPLETION

Each project will include on the Contract the time in which it shall be completed.

D. LIQUIDATED DAMAGES

If the Contractor or, the Surety in case of Termination for Cause, fails to complete all the work in any of the projects, within the time specified in the Contract (or as extended by the written authorization of the Owner), a deduction as establish in Attachment XI of the Bid Documents.

E. SPECIAL CLAUSES IN CONSTRUCTION CONTRACTS

- 1. The Contractor shall contract** the human resources, necessary technical help, materials, and supplies within the Municipality where the work object of this contract will be carried out. If it is not possible to contract the human resources, necessary technical help, materials, and supplies in the area, as an alternative, said services can be contracted out of the Municipality, only if it is made clear to the Owner's satisfaction that pertinent effort has been made to obtain same without success.
- 2. The Contractor is required to comply** with Law 109, approved on July 12, 1985, which makes it mandatory the use of construction materials manufactured in Puerto Rico in the construction, reconstruction, conservation, or reparation works on public buildings financed with public funds.
- 3. The Contractor is required to comply** with applicable stipulations indicated on the official memos identified as *Carta Circular 141-17* and *Carta Circular 144-17*, issued by State Budget and Management Office (*Oficina de Gerencia y Presupuesto*) on January 30, 2017, and March 10, 2017, respectively.
- 4. The Contractor is required to comply with applicable stipulations indicated on Administrative Bulletin OE-2021-023**, related to an Executive Order of the Governor of Puerto Rico, to increase the minimum wage for Contractor's workers in federal publicly funded reconstruction projects, derogating former Administrative Bulletins OE-2018-33 and OE-2020-75.
- 5. The Contractor is required to comply** with all applicable stipulations of the following laws of the Commonwealth of Puerto Rico:
 - a) Law No. 117, approved on July 4, 2006**, known as *Ley de Justicia Contributiva 2006*, which impose state and municipal taxes identified as *Impuesto de Venta y Uso (IVU)*.
 - b) Law No. 72, approved on May 29, 2015**, which amends several articles of Puerto Rico Internal Revenue Code, some of them related to state and municipal taxes.

6. The Contractor must comply with following laws of the Commonwealth of Puerto Rico:

- a) **Law No. 105, approved on August 6, 1996** (*Ley Uniforme para la Contratación de Proveedores de Acarreo de Agregados o Materias Análogas y de Servicio de Grúas por Agencias Gubernamentales*), which makes mandatory to Contractors of Government Agencies and Public Corporations of the Commonwealth of Puerto Rico, the request of the corresponding documentation and authorization from Public Services Commission (*Comisión de Servicio Público*) to all suppliers of hauling services and aggregate/fill material transportation.
- b) **Law No. 14, approved on January 8, 2004** (*Ley para la Inversión en la Industria Puertorriqueña*), as amended, that stipulates the public policy and defines parameters to promotes the purchase of local manufactured products and the acquisition of services offered by local firms or companies settled in Puerto Rico, by Government Agencies and Public Corporations of the Commonwealth of Puerto Rico, derogating former Law No. 42 of August 5, 1989.
- c) **Law No. 2, approved on January 4, 2018**, that stipulates amendments to anti-corruption laws and ordinances (consolidating all of them into new regulations to enforce new anti-corruption code that derogate former Law No. 458-2000 and Law No. 84-2002.
- d) **Law No. 73, approved on July 23, 2019** (*Ley de la Administración de Servicios Generales para la Centralización de las Compras del Gobierno de Puerto Rico de 2019*) that stipulates the mandatory enrollment for Contractors and Suppliers of Products and Non-Professional Services to the Unique Bidders' Registry (*Registro Único de Licitadores*), prepared and managed by Puerto Rico General Services Administration (*Administración de Servicios Generales*), derogating former Law No. 85-2002.

7. The Contractor must comply with all federal laws, regulations, and/or executive orders, including but not limited to the ones related to the following items:

- a) **Small and Minority Businesses**, women-owned business enterprise, and labor surplus area businesses.
- b) **Termination due to use of federal awards**
- c) **Contracts for more than the simplified acquisition threshold**
- d) **Rights to Inventions Made Under a Contract or Agreement**
- e) **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).
- f) **Byrd Anti-Lobbying Amendment**, 31 U.S.C. § 1352 (as amended)
- g) **Clean Air Act and the Federal Water Pollution Control Act**
- h) **Debarment, Suspension, and Ineligibility**

- i) **Copeland Anti-Kickback Act** (applicable to all contracts subject to the Davis-Bacon Act)
- j) **U.S. Department of Homeland Security Seal, Logo, and Flags**
- k) **Costs**
- l) **Program Fraud and False or Fraudulent Statements or Related Acts**
- m) **Procurement of Recovered Materials**
- n) **Domestic Products, Buy American Act**
- o) **Advertisements and Signs**
- p) **Seatbelt and Texting Policies**
- q) **Access to Records**
- r) **Records Retention**
- s) **Conflict of interest:**
 - 1. Limited Denial of Participation.
 - 2. Interest by Members of Local Authority and Governing Body
 - 3. Covenant against Contingent Fees
 - 4. Personal Conflicts of Interest
 - 5. Personal Conflicts of Interest
 - 6. Organizational Conflicts of Interest ("OCI").
- t) **Executive Order 14042-** To adopt safety protocols against COVID

F. CERTIFICATIONS

The following certifications must be part of the contract and shall be submitted by the bidders, as part of bid documents, **not later than deadline scheduled for bid proposals submission**:

- 1. **Certification of Eligibility** from the Unique Bidders' Registry (*Registro Único de Licitadores*) of the Puerto Rico General Services Administration (*Administración de Servicios Generales*), according to stipulations of Law No. 73-2019 (*Ley de la Administración de Servicios Generales para la Centralización de las Compras del Gobierno de Puerto Rico de 2019*).
- 2. **DUNS Number** – System for Award Management (SAM).
- 3. **EPA Repair and Painting Rule Certification** (RRP Rule).
- 4. **Asbestos Awareness Training/Course Certification** (in accordance with related OSHA and EPA regulations).
- 5. **OSHA 300A Certifications** – Years 2019 and 2020.

G. CONTRACTOR'S REQUEST FOR SUBSTITUTION

The Contractor shall reproduce, at his own expense, enough copies of the form

Contractor's Request for Substitution (one (1) page), as hereinafter provided, and should use it every time that he proposes the substitution of materials and equipment in lieu of the materials and equipment already specified. The Contractor will be responsible to strictly follow the stipulations as stated for in the **Contractor's Request for Substitution** for his own submittals, including also, Subcontractor's submittals. Submittals not complying with these stipulations shall not be accepted by the and will be returned to the Contractor without further action.

H. **PROJECT IDENTIFICATION SIGN: SUPPLEMENTARY SPECIFICATION 661**

1. **DESCRIPTION:**

SCOPE - This work shall consist in furnishing, erecting, maintaining, and removing **16' x 8'** project identification signs, in accordance with these specifications and in conformity with the design and dimensions indicated on **Project Identification Sign Manual (*Manual de Identidad: Rotulación – Gobierno de Puerto Rico*)**, as well as locations shown on drawings or determined by the Project Engineer or representative. The sign must include the ASG Logo.

2. **MATERIALS:**

Each sign and supporting frame shall be constructed of new good quality lumber, in compliance with specifications indicated as follows:

Frame - Shall be dry No. 1 grade lumber, sound, squared, surfaced four sides, free of loose knots or decay. It may be Douglas fir, spruce, oak, or cypress conforming to AASHTO M 168. Lumber shall be pressure treated with pentachlorophenol or chromate copper arsenate in conformity with the standards of the American Wood Preservers Association (AWPA).

- a) **Sign Panel** - Shall be ½" thickness exterior type, high density plywood, resin-bonded, B-B grade or better as per the National Bureau of Standards Specification PS-1 for construction plywood. It shall be laminated with vinyl or aluminum at both sides.
- b) **Printing** - **Full Color UV Cure Digital Printing Process**, with a minimum resolution of 720 DPI. Printing shall be warranted for a minimum of three years.
- c) **Hardware** - Bolts, nuts, washers, and hardware for erecting the sign assembly shall be aluminum or galvanized steel.

3. **CONSTRUCTION REQUIREMENTS:**

- a) **The Contractor shall furnish and erect the number of signs indicated in the**

contract documents. If not so indicated, the Government Agency promoting the project will determine the number of signs to be installed.

- b) **Signs shall be erected** at the locations shown on the plans or indicated by the representative. They shall be so placed as to not obstruct the visibility of traffic signs.
- c) **The Contractor shall maintain** the signs in good condition throughout the full construction period, repainting and repairing then as necessary.
- d) **After the construction work** is completed and accepted by, the Contractor shall remove the signs from the project site unless otherwise directed by representative.

4. METHOD OF MEASUREMENT:

- a) **Project identification signs** shall be measured by the number of individual units furnished, erected, and installed.
- b) **The maintenance, repainting and repairing** of the signs during the full construction period and the removal of it after the construction work is completed will not be measured for payment but will be subsidiary obligation under this specification.

5. BASIC OF PAYMENT:

- a) **The quantity of project** identification signs determined as provided above shall be paid for at the contract unit price per unit for the pay item listed below that is included in the contract. Such price and payment shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to satisfactorily complete the item as required by the specifications.

- b) **Payment will be made under:**

<u>Pay Item</u>	<u>Pay Unit</u>
Project Identification Sign	Each

I. ADDITIONAL CLAUSES TO THIS CONTRACT

1. Article 3.5.1.1 (Contractor's Liability Insurance - Limits) from Uniform General Conditions for Public Works Contracts, has been amended to read as follows:

3.5.1.1 Limits. Unless otherwise stated in the Special Conditions of the Contract, liability insurance limits shall not be less than:

3.5.1.1.1 General Aggregate Limit	\$3,000,000
3.5.1.1.2 Products/Completed Operations Aggregate Limit	\$2,000,000
3.5.1.1.3 Personal and Advertising Injury Limits	\$1,000,000
3.5.1.1.4 Each Occurrence Limit	\$1,000,000
3.5.1.1.5 Fire Damage Limit	\$250,000
3.5.1.1.6 Medical Expense Limit	\$5,000

2. **Article 3.5.2.9 (Contractor's Liability Insurance – Employer's Liability) from Uniform General Conditions for Public Works Contracts, has been amended to read as follows:**

3.5.2.9 Include Employer's Liability – Stop Gap Coverage with a minimum limit of one million dollars (\$1,000,000) each personal occurrence and one million dollars (\$1,000,000) each accident.

3. **Articles 3.6.2., 3.6.2.1 and 3.6.2.2 (Related to Business Auto Policy) from Uniform General Conditions for Public Works Contracts, has been amended to read as follows:**

3.6.2 Unless otherwise stated in the Contract Documents, liability insurance limits shall not be less than:

3.6.2.1 Bodily Injury: Five hundred thousand dollars (\$500,000) each person and five hundred thousand dollars (\$500,000) each occurrence.

3.6.2.2 Property Damage: Five hundred thousand dollars (\$500,000) each occurrence or five hundred thousand dollars (\$500,000) combine single limit for bodily injuries and property damage liability.

4. **All prospective Contractors (bidders that receive award letter from Bid Board) shall be responsible to:**
- a) Acquaint with conditions, restrictions, difficulties, and any other relevant matters related with the work to be performed on each designated project (each school buildings and site facilities). This procedure shall be accomplished at mandatory visit to each project's site during period to be determined by and informed on such award letter.**
 - b) Acknowledge, measure, and determine actual quantities, dimensions, and exact location of the following areas, facilities, and surfaces, as required to estimate, and quote any part of Contract work for each designated project:**
 - i. Interior areas and facilities on existing school buildings, such as**

classrooms, bathrooms, administrative office, kitchen & dining room, library, janitor rooms, storages, etc., where contracted works will be performed and executed.

- ii. **Exterior areas and facilities on existing site**, such as sidewalks, ramps, perimeter fence, parking area, hallways, stairs, gazebos, plazas, outdoor/indoor basketball courts and any other common areas where contracted works will be performed and executed.
- iii. All exterior and interior concrete/masonry, asphalt, wood, and aluminum/metal exposed surfaces to be treated and painted as part of this Contract.
- iv. All mechanical and electrical utilities on existing project's site, such as septic tanks, grease traps, electric power generators, lighting poles, exterior luminaries, sanitary sewer system's pump station and manholes, storm sewer inlets, etc.

J. PRODUCTS TECHNICAL DATA

Any paint product or complementary material to be applied on each school building or site facility must comply with the specifications indicated as follows, in accordance with the kind of interior or exterior surface to be painted as part of this Contract:

<u>PRODUCT</u> <u>No.</u>	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
1	100% Acrylic Flat Exterior Paint	<ul style="list-style-type: none"> • <i>Product Type: 100% Acrylic</i> • <i>Percent of Solid by Weight: 54% ± 2%</i> • <i>Percent of Solid by Volume: 36% ± 2%</i> • <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal.</i> • <i>Recommended Film Dry Thickness: 1.5 mils</i> • <i>Viscosity (KU): ≥ 105 Krebs Units (KU)</i> • <i>Drying Time to Touch (Hr.): No more than 1 Hour</i> • <i>Drying Time to Recoat (Hr.): No more than 4 Hours</i> • <i>Percent of Pigments by Weight: 38% ± 2%</i> • <i>Volatile Organic Compounds (VOC) - Grams/Liters: <1 g/L</i>

2	100% Acrylic Flat Interior Paint	<ul style="list-style-type: none"> • Product Type: 100% Acrylic • Percent of Solid by Weight: 56% ± 2% • Percent of Solid by Volume: 38% ± 2% • Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal. • Recommended Film Dry Thickness: 1.5 mils • Viscosity (KU): ≥ 110 Krebs Units (KU) • Drying Time to Touch (Hr.): No more than 1 Hour • Drying Time to Recoat (Hr.): No more than 4 Hours • Percent of Pigments by Weight: 41% ± 2% • Volatile Organic Compounds (VOC) - Grams/Liters: <1 g/L
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<u>PRODUCT</u> No.	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
3	Satin Acrylic Paint	<ul style="list-style-type: none"> • Product Type: Acrylic Resin • Percent of Solid by Weight: 52% ± 2% • Percent of Solid by Volume: 38% ± 2% • Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal. • Recommended Film Dry Thickness: 1.5 mils • Viscosity (KU): ≥ 105 Krebs Units (KU) • Drying Time to Touch (Hr.): No more than 1 Hour • Drying Time to Recoat (Hr.): No more than 4 Hours • Percent of Pigments by Weight: 29% ± 2% • Volatile Organic Compounds (VOC) - Grams/Liters: <100 g/L

4	Acrylic Semi-Gloss Interior Paint	<ul style="list-style-type: none"> • Product Type: 100% Acrylic • Percent of Solid by Weight: 49% \pm 2% • Percent of Solid by Volume: 36% \pm 2% • Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal. • Recommended Film Dry Thickness: 1.4 mils • Viscosity (KU): \geq 110 Krebs Units (KU) • Drying Time to Touch (Hr.): No more than 1 Hour • Drying Time to Recoat (Hr.): No more than 4 Hours • Percent of Pigments by Weight: 25.9% \pm 2% • Volatile Organic Compounds (VOC) - Grams/Liters: <50 g/L
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<u>PRODUCT</u> <u>No.</u>	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
5	Enamel Paint for Metals	<ul style="list-style-type: none"> • Product Type: Alkyd Oil Resin • Percent of Solid by Weight: 67% \pm 2% • Percent of Solid by Volume: 51% \pm 2% • Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 450–500 sq. ft./gal. • Recommended Film Dry Thickness: 1.4 mils • Viscosity (KU): \geq 70 Krebs Units (KU) • Drying Time to Touch (Hr.): No more than 1.5 Hours • Drying Time to Recoat (Hr.): No more than 8 Hours • Percent of Pigments by Weight: 28% \pm 2% • Volatile Organic Compounds (VOC) - Grams/Liters: <400 g/L

6	Traffic Paint	<ul style="list-style-type: none"> • <i>Product Type: Alkyd Resin</i> • <i>Percent of Solid by Weight: 67% ± 2%</i> • <i>Percent of Solid by Volume: 41% ± 2%</i> • <i>Coverage per Gallon at Recommended Film Thickness (Range – Ln. Ft.): 350 linear feet (4")</i> • <i>Recommended Film Dry Thickness: ≥3.0 mils</i> • <i>Viscosity (KU): ≥ 70 Krebs Units (KU)</i> • <i>Drying Time to Touch (Hr.): No more than 15 minutes</i> • <i>Drying Time to Recoat (Hr.): No more than 1 Hour</i> • <i>Percent of Pigments by Weight: 54% ± 2%</i> • <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤500 g/L</i>
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<u>PRODUCT</u> <u>No.</u>	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
7	100% Acrylic Floor Paint	<ul style="list-style-type: none"> • <i>Product Type: 100% Acrylic</i> • <i>Percent of Solid by Weight: 48% ± 2%</i> • <i>Percent of Solid by Volume: 33% ± 2%</i> • <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal.</i> • <i>Recommended Film Dry Thickness: 1.3 mils</i> • <i>Viscosity (KU): ≥ 70 Krebs Units (KU)</i> • <i>Drying Time to Touch (Hr.); No more than 1 Hour</i> • <i>Drying Time to Recoat (Hr.): No more than 4 Hours</i> • <i>Percent of Pigments by Weight: 29% ± 2%</i> • <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤200 g/L</i>

8	<u>Primer</u> Change on Base Coat (From Oil to Satin or Flat)	<ul style="list-style-type: none"> • <i>Product Type: 100% Acrylic</i> • <i>Percent of Solid by Weight: 53% ± 2%</i> • <i>Percent of Solid by Volume: 36% ± 2%</i> • <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal</i> • <i>Recommended Film Dry Thickness: 1.4 mils</i> • <i>Viscosity (KU): ≥ 95 Krebs Units (KU)</i> • <i>Drying Time to Touch (Hr.): No more than 1 Hour</i> • <i>Drying Time to Recoat (Hr.): No more than 2 Hours</i> • <i>Percent of Pigments by Weight: 35% ± 2%</i> • <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤100 g/L</i>
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<u>PRODUCT</u> <u>No.</u>	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
9	<u>Primer</u> Keeping Existing Base Coat (Flat to Flat)	<ul style="list-style-type: none"> • <i>Product Type: 100% Acrylic</i> • <i>Percent of Solid by Weight: 49% ± 2%</i> • <i>Percent of Solid by Volume: 37% ± 2%</i> • <i>Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 400–450 sq. ft./gal</i> • <i>Recommended Film Dry Thickness: 1.3 mils</i> • <i>Viscosity (KU): ≥ 85 Krebs Units (KU)</i> • <i>Drying Time to Touch (Hr.): No more than 1 Hour</i> • <i>Drying Time to Recoat (Hr.): No more than 2 Hours</i> • <i>Percent of Pigments by Weight: 24% ± 2%</i> • <i>Volatile Organic Compounds (VOC) - Grams/Liters: ≤50 g/L</i>

10	Primer for Galvanized Metals	<ul style="list-style-type: none"> • Product Type: Alkyd Resin • Percent of Solid by Weight: 60% \pm 2% • Percent of Solid by Volume: 45% \pm 2% • Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 500–550 sq. ft./gal. • Recommended Film Dry Thickness: 1.4 mils • Viscosity (KU): \geq 68 Krebs Units (KU) • Drying Time to Touch (Hr.); No more than 15 minutes • Drying Time to Recoat (Hr.): No more than 6 Hours • Percent of Pigments by Weight: 45% \pm 2% • Volatile Organic Compounds (VOC) - Grams/Liters: <500 g/L
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<u>PRODUCT</u> <u>No.</u>	<u>PRODUCT</u>	<u>SPECIFICATIONS</u>
11	Paint for Metals (Acrylic Waterborne)	<ul style="list-style-type: none"> • Product Type: Acrylic • Percent of Solid by Weight: 51% \pm 2% • Percent of Solid by Volume: 40% \pm 2% • Coverage per Gallon at Recommended Film Thickness (Range – Sq. Ft.): 640 sq. ft./gal. @ 1 mil • Recommended Film Dry Thickness: 1.4 mils • Viscosity (KU): 85–90 Krebs Units (KU) • Drying Time to Touch (Hr.): 12–15 minutes • Drying Time to Recoat (Hr.): 2–4 Hours • Percent of Pigments by Weight: 22% \pm 2% • Volatile Organic Compounds (VOC) - Grams/Liters: <200 g/L

K. BIRD NETTING SPECIFICATIONS

The Contractor must provide and install, as part of this Contract, 3/4" heavy duty bird netting at corresponding sections of buildings' facades (previously identified by designated representative), in accordance with instructions and recommendations issued by product manufacturer. Proposed bird netting shall also comply with the following specifications:

- 50+ lbs. break strength (ISO 1806 and 9001 tested).
- UV Stabilized, rot proof, waterproof.
- 10-year guarantee for Black mesh (3-year guarantee for White & Stone).
- Flame resistant.
- Material - UV stabilized knotted polyethylene net. Flame resistant, rot-proof, non-conductive and stable in subzero temperatures.
- Design- Six strands of Polyethylene UV treated twine. Each strand is 12/100" thick. The filaments are twisted and knotted for ultimate strength and longevity. Pressure stretched and tightened.
- Burst Strength ISO 1806 and 9001 Protocol Mesh Test more than 40 lbs. burst

ATTACHMENT XVII

SUPPLEMENTAL SPECIAL
CONDITIONS

FORMAL BID 22-2841-R1

I. PROVISIONS OF THE AUCTION AND CONTRACT AWARD PROCESS:

The awarded contractor will submit the submittals for the approval of the requesting entity, prior issuing a Notice to Proceed, the following:

1. **Information about the Proposed Paint Products and their Complements.**
The requested information shall include the name of the product, its make and model, and the corresponding technical data. This data shall consist mainly of the following documents:
 - a) **Technical specifications provided by the manufacturer of paint products and complementary materials to be applied on the exterior and interior surfaces of each project. These specifications must certify the quality and composition of each proposed product, based on the quantities specified for the following parameters:**

<u>NUM.</u>	<u>PARAMETER</u>
1	<i>Product Type</i>
2	<i>Percent of Solid by Weight</i>
3	<i>Percent of Solid by Volume</i>
4	<i>Coverage per Gallon at Recommended Film Thickness / Range – Sq. Ft.</i>
5	<i>Recommended Film Dry Thickness</i>
6	<i>Viscosity - KU</i>
7	<i>Drying Time to Touch / Hr.</i>
8	<i>Drying Time to Recoat / Hr.</i>
9	<i>Percent of Pigment by Weight</i>
10	<i>Volatile Organic Compounds – VOC: Grams/Liters</i>

The specifications shall also indicate the method used to determine the aforementioned parameters, in compliance with the requirements and provisions of the *American Standards of Testing Materials (ASTM)* for such tests.

- b) The *Material Safety Data Sheet* correspondent to each paint product or complementary material.
 - c) A certification of trademark registration of the painting and its complementary materials issued by the Department of State of Puerto Rico or the federal agency with jurisdiction of the Government of the United States of America. Only paints and complementary materials of registered trademarks that comply with the specifications established in the Special Conditions and the remaining contract documents will be *accepted*.
 - d) Color chart corresponding to the brand of paint proposed to be applied in each project, certified by the manufacturer or distributor of such product.
2. For purposes of this auction, it is required that each bidder submitted on the price worksheet (Attachment V), unit prices for all items of work included in the scope of each project, as requested on the form, based on equal materials and products of the same type to the specified and in compliance with all applicable provisions set forth in the Special Conditions, Additional Special Conditions, Technical Specifications, and all other Contract Documents pertaining to these jobs.
3. If a successful bidder wishes to request any change of materials or products after contracting, it may be made through a *Request for Substitution (RFS)*, using the form provided for these purposes, as indicated in Article J (*Contractor's Request for Substitution*) of the Special Conditions.
4. Each successful bidder must comply with its attendance at the inspection visits to all assigned projects, in the period indicated in the previously scheduled itinerary, in order to obtain all the necessary information to quote a *lump-sum price* for all the works to be carried out in each school campus, as included in the Contract. At each visit, the successful tenderer shall determine at least the following information required to complete its quotations:
- a. Existing conditions of all the buildings located in each of the assigned

school campuses, as well as particularities presented by the sites where the proposed works will be carried out.

- b. **Dimensions and exact location of the interior areas and facilities existing in the buildings of each school campus.** Such areas and facilities include, but are not limited to academic rooms, bathrooms, administrative office, kitchen and dining room, library, interior corridors, "covachas", storage areas and any other area or facility where general painting work included in the Contract will be carried out.
 - c. **Dimensions and exact location of the existing outdoor areas and facilities existing on the site of each project.** Such areas and facilities include, but are not limited to sidewalks, handicapped ramps, curbs, parking areas, exposed hallways, stairs, gazebos, plazas, basketball court (outdoor or roofed) and other common areas where general painting work included in the Contract will be carried out.
 - d. **Measurements, dimensions, and exact location of all exposed surfaces (interior and exterior) in concrete and blocks, as well as all architectural elements in wood, aluminum, galvanized iron, and metal** that will be treated and / or painted as part of the works included in the Contract. Such surfaces and elements include, but are not limited to walls, parapets, slabs, columns, beams, ceilings, parapets, doors, windows, gates, grilles, handrails, railings, ventilation grilles and perimeter gates.
 - e. **Dimensions and exact location of existing mechanical and electrical utilities at the project site**, such as septic tanks, grease traps, electrical generators for emergencies, lighting poles, outdoor luminaires, pumping stations and sanitary registers, sewers, and rainwater discharge pools, etc.
5. **Each successful bidder will have a period of five (5) calendar days, after completing the last visit to each assigned school campus, to submit to the contribution form of the works corresponding to each school, basing it on the amounts determined and verified in the inspection visit and the unit costs provided as part of its proposal.** If the bidder does not attend any of the inspection visits scheduled for each project, or does not comply with the delivery of any of its quotes during the required period, it reserves the right to withdraw the award granted and to award the project(s) to another qualified tenderer. If any quote is received outside this period, it will be considered as not submitted for the purposes of this auction.
6. **Each bidder must verify, with the finance office or the authorized municipal agency, the applicability of the payment of municipal taxes and patents, to include the cost corresponding to them as part of each quotation. If the payment for such taxes or**

patents is not applicable, the successful bidder must provide the corresponding documentation from the municipality, certifying its non-applicability.

II. PROVISIONS RELATED TO THE DEVELOPMENT OF PROJECTS:

A. Documentation and Procedures:

1. Each Contractor (bidder or bidders to whom a contract is awarded) must submit, on or before the date established for the pre-construction meeting (pre-commencement) of the project, a *Progress Schedule* in digital format (*MS Project* or *Suretrack-Primavera*), indicating in it the proposed dates of beginning and end of each of the work items included in the contract, within the *time for completion* period established therein.
2. Each Contractor shall submit, on or before the date set for the pre-construction (pre-commencement) meeting of the project, a detailed breakdown of the items of work that make up such works, for purposes of payment (*breakdown for payment*), with the seal of approval of the company that will provide the payment and compliance bonds (*payment & performance bonds*). The review and approval of the latter document constitutes a mandatory requirement for the approval of the first partial payment certification.
3. It is recalled that the quality of the work performed by the subcontractors (if any) will be the responsibility of the general contractor. Any differences related to these works will only be discussed with the latter.
4. It is clarified to each Contractor that the *extensions of execution time (time for completion)* for each project, which are requested for reasons of rain or inclement weather, must be duly documented (accompanying said request with evidence of the amount of rain fallen in the area where the schools are located), for evaluation and approval by the designated representative. For atmospheric situations such as storms, hurricanes or other extraordinary events, each Contractor shall submit in writing an emergency plan for the evaluation and approval of such officer.
5. For purposes of each project's itinerary and the detailed breakdown of costs for payment purposes (*progress schedule and breakdown for payment*), respectively, each Contractor may consider up to a maximum of three (3) days of "severe unusual weather" per month. Under no circumstances should this period be considered as an automatic extension to the construction time.

6. **Each Contractor shall be responsible for carrying out all work included in its contract in close coordination with the officials designated as agency representatives for each project. It is recalled that in each project there will be the presence of personnel inspecting and coordinating all the tasks to be carried out in the school campus as part of each contract.**

B. Existing Services and Facilities:

1. **Each Contractor must familiarize himself with the conditions existing in the facilities of each school included in the Contract, as well as with all the particularities presented by the buildings and the site of each of the projects where the proposed works will be carried out.**
2. **The Contractor shall be responsible, prior to the commencement of the general painting work included in this contract, for verifying and confirming, in conjunction with the designated representative, the exact dimensions of all exterior and interior surface areas (including parking areas), as well as the location and dimensions of all architectural elements in wood and/or metal to be painted in each of the projects included in this contract.**
3. **If any discrepancy arises in relation to the dimensions, location, characteristics or existing conditions related to the surfaces, structural and architectural components or any other element affected by the work items included in the contract, the Contractor will be responsible for discussing and clarifying them with the designated representative, before making any decision. The Contractor shall not perform any work that it considers additional to the Contract without the prior written authorization of the aforementioned officer. Any change order must be approved by the ASG.**
4. **Each Contractor shall coordinate, with the representative designated for each project, the use of existing facilities for the electrical energy and drinking water services it deems necessary for the performance of the works included in the Contract.**
5. **Each Contractor must provide, at its own expense, all temporary facilities for sanitary services (portable toilets) since the existing facilities in the schools of each group for these services will not be available for use by the Contractor or its personnel during the development of the work. The location of these temporary facilities should be coordinated with the designated representative of the AGENCY for this group of projects, during the pre-construction meeting.**

C. Compliance with Codes and Regulations:

1. The measures or specifications established as *standards* in regulations and codes in force (at the time of signing the contract), according to their use and application, must always predominate over what is indicated in the Contract Documents, unless otherwise specified therein. If otherwise specified, each Contractor shall confirm such information with the designated inspector and/or representative.
2. It is recalled that all the works included in this contract will have to be carried out in accordance with all the standards, codes, regulations and / or resolutions in force that are applicable to them, established by the authorized professional entities (ACI, ACE, ASTM, CRSI, etc.), by the Office of Management of Permits and Endorsements (OGPE) and by all the Government Regulatory Agencies of the Commonwealth of Puerto Rico and the Federal Government of the United States of North America with interference or jurisdiction in such activities.
3. If any discrepancy arises between the existing, what is indicated in reference plans and the provisions of Special Conditions, technical specifications, annexes or any other Contract Document, in relation to any type of product, material or work specified, the Contractor must consider that the most restrictive requirements and conditions will always prevail, including greater quantity and quality of products, materials and accessories, higher level of safety and the most complex or demanding work.
4. The agency reserves the right to request the Contractor, at the time it deems appropriate and through its designated representative, the delivery of a certification specifying that all paint products, complementary materials and any other product or material to be used, applied and / or installed in each project, are free of lead and asbestos content.

D. Safety in the Execution of the Labors:

1. The Contractor will be responsible for taking all necessary measures to protect the surfaces, physical facilities and utilities existing in each project that are not going to be repaired, treated, painted or polished, as well as for removing and reinstalling those exposed materials or equipment (located in areas where interior or exterior painting work will be carried out) that may be stained or damaged as a result of the work included in this contract. The Contractor shall also be responsible for carrying out repairs to those facilities or utilities that suffer damage or are damaged due to the work or activities related to their contracts, as required by the designated representative.
2. Any rupture of pipes, mechanical infrastructure or electrical utilities, caused

by the execution of the works included in each contract, must be repaired immediately by the Contractor, so that the services affected by said condition can **be** restored as soon as possible. Failure to comply with the aforementioned will be evaluated possible economic sanctions to be claimed from said Contractor.

3. **The Contractor shall take all necessary measures to avoid:**

- a) **The spread of fugitive dust** from partial demolition or selective removal activities, as well as from hauling materials or debris, in strict compliance with the provisions set forth in the Environmental Quality Board's (JCA) Air Pollution Control Regulations and applicable federal regulations.
- b) **The use of materials and equipment that emit gases and / or toxic waste** into the environment, in strict compliance with the provisions established in the Regulations **for the Control of Air Pollution** of the Environmental Quality Board (JCA) and the applicable federal regulations.
- c) **The propagation of noise** from the areas affected by the works included in this contract, which exceed the maximum noise levels permitted by law, in accordance with the provisions established in **the Regulations for the Control of Noise** pollution of the Environmental Quality Board (JCA) and the applicable federal regulations.

4. **The performance of any activity that may adversely affect the health of teachers, students, and employees of school campuses, as well as the health of residents of the surrounding communities, in compliance with all applicable environmental laws and regulations, state and federal. It should be noted that any OSHA fine notified to the AGENCY or the DE, as a result, motivated, or related to the Conduct of the Contractor for work related to this group of projects, will be your sole responsibility. The Contractor shall also be responsible for the reimbursement of the expenses incurred by the AGENCY or the DE in the defense corresponding to the appeal process of said fine.**

5. **The Contractor shall be responsible for taking all necessary measures to ensure the safety of its employees in the areas of the school campuses affected by the work included in this contract. Likewise, the Contractor will be responsible for coordinating, with the designated representative, everything related to the storage area of materials and equipment within the site of each project, and everything related to the security necessary to protect the equipment or materials stored in said campuses, against theft or vandalism, during the execution time of the proposed works.**

1. **The Contractor must coordinate all the security measures it deems necessary to delimit and label** the areas impacted by the works included in this contract, as well as the areas arranged for storage of materials and equipment, **in such a way that access to them can be restricted** by unauthorized employees, visitors or other persons outside the projects, during the development of the work.

E. Cleaning and Disposal of Materials:

1. **All materials or debris generated by the Contractor as a result of the selective removal** of deteriorated or detached terminations on concrete and masonry surfaces, or any other termination on steel, galvanized iron or aluminum surfaces (as the case may be), shall be disposed of appropriately, in strict compliance with the provisions of all laws, current environmental codes and regulations (state and federal) that are applicable to such activity.
2. **The Contractor must provide the appropriate container, truck or storage and transportation medium to dispose of, immediately,** all garbage or debris generated as a result of the work included in this contract. **It will not** be allowed to use the existing garbage containers in the facilities of the school campuses for these purposes. **The Contractor shall coordinate, with the designated representative, the final location of the containers provided, as well as the appropriate time for their emptying.**
3. **All garbage or debris must be properly disposed** of with its contents (in a landfill or place authorized for such activity), so that, if toxic or polluting, all environmental laws and regulations (state and federal) applicable to this activity are complied with. **It is the responsibility of the Contractor to identify the content of said materials and dispose of them properly, presenting as evidence the manifest of disposition in original.**
4. **It is recalled that the Contractor will be responsible for** keeping all work areas clean and free of garbage or debris on a daily basis, before completing their working day.

F. Working Hours:

1. **The Contractor shall coordinate, with the designated official (supervisor or project coordinator), the most appropriate schedule (outside working hours) to perform the following work:**
 - a) **Works that require partial removal of finishes** on concrete surfaces or

walls in masonry (blocks), as well as pressure washing and cleaning of exterior and interior surfaces to be carried out in buildings, common areas, parking areas and bathrooms of school campuses.

- b) **General painting works in interior areas and facilities**, as identified in Article III of these Special Conditions and in the other related contract documents.
- c) **General painting work on wood/metal doors and aluminum windows** adjacent to academic halls, dining rooms and administrative offices.
- d) **Polishing of floors in common areas**, corridors or stairs, as applicable.
- e) **Pruning of trees located in areas adjacent** to academic halls, canteens or administrative offices.
- f) **Hauling and disposal of** garbage or debris generated by partial demolition or removal activities.

If it is necessary to carry out any of these works during the regular hours of classes or working hours of the school campus, they must be coordinated and authorized (in writing) by the representative designated for this project. This clause will not be applicable for those works carried out during the academic recess corresponding to the summer months or the Christmas period.

- 2. **With the exception of the work indicated in the previous note (note "F.1" of this Article II), the remaining tasks to be performed by the Contractor as part of the *scope* of this project may be carried out during working hours (as defined in the *Uniform General Conditions for Public Works Contract*) or during the hours regular classes of the school campuses, as long as they do not interrupt or interfere with the academic work and activities carried out in said facilities.**
- 3. **It is recalled that, if it is necessary to perform any work included in the contract, outside of working hours, on holidays, on weekends, or during any other period of recess of work decreed by the Governor of the Commonwealth of Puerto Rico, it must be coordinated and authorized (in written) by the designated representative.**

G. Temporary Facilities:

- 1. **The Contractor must install in each project, as part of the works included in this contract and in the location established by the designated representative**

of the AGENCY, an identification sign in washable material whose dimensions are **16'x 8'**, in compliance with the provisions of **Article K (Project Identification Sign) of the Special Conditions (Special Conditions)**.

2. **It is clarified that the Contractor will not** be required to install temporary inspection offices. If deemed necessary, the Contractor shall coordinate, with the designated representative, the use (on a temporary basis) of any existing lounge or office space available in each project for these purposes.

III. TECHNICAL PROVISIONS OF THE CONTRACT: Execution of the General Painting Works for Exterior and Interior Surfaces

A. Pre-Start of the Contract:

1. **The Contractor shall be responsible for verifying on site and confirming**, prior to the commencement of the painting work, and together with the designated representative, the following aspects related to each project:
 - 1) **Exact location of the interior areas and exterior surfaces of the** existing buildings where the works included in this contract will be carried out, as well as the materials, tools, and equipment necessary to carry them out.
 - 2) **Dimensions, characteristics and existing conditions of the slabs,** walls, columns, eaves, beams, and other structural components in reinforced concrete, as well as those walls and parapets in blocks or masonry, which are going to be treated and painted as part of the contracted works.
 - 3) **Dimensions, characteristics, and existing conditions** of the doors in metal or wood (including their frames), aluminum windows and other metal components existing in common areas and project site (railings, handrails, bars, ventilation grilles, ornamental gates, etc.) that will be treated and painted as part of the contracted works.
 - 4) **Dimensions, characteristics and existing conditions** of the pavement, ramps and taps in parking areas of the school campuses included in the painting works of each contract.
 - 5) **Once the contract for the general painting works has been awarded,** the designated representative will inform the successful tenderer of the colors of the paint to be provided and on which surfaces they

should be applied.

B. Surface Preparation:

1. **Prior to the application of the proposed paint product, the Contractor shall properly prepare all surfaces to be treated**, performing the tasks specified for such preparation, such as the removal of any material affecting the proper adhesion of such paint, pressure washing and cleaning of surfaces for the removal of fungi and impurities, application of rigging (*first*), etc., in compliance with section 09900 (*Painting*) and the other related technical specifications included as part of the Contract Documents. Before applying any paint product or complementary material, the Contractor will have to ensure that the surfaces to be treated are dry, clean and free of dust, grease and/or oils.
2. **Before starting the pressure washing process, tests must be carried out** to ensure the integrity and strength of the surfaces to be painted. The Contractor shall be responsible for immediately alerting the agency of any detachment, crack, leakage or failure conditions encountered during such process. The result of the tests and the process to be followed to correct any of these conditions will be evaluated by the representative of the AGENCY, in conjunction with the Contractor.
3. **The Contractor will wash, with a minimum water pressure of three thousand pounds per square inch (3,000 PSI), all concrete surfaces and/or blocks to be painted as part of this contract**, these works include the washing of those sidewalks and floors that do not have a paint finish, located around the project site and /or adjacent to the buildings of each school campus, as the case may be.
4. **The paint application process cannot be carried out until the following items of work related to NON-STRUCTURAL REPAIRS are executed:**
 - a) **Removal and repair of detachments of the affected plaster (fogging off or set) or existing completion on exposed surfaces** of reinforced concrete or masonry (occurred previously or as a result of pressure washing), through the execution of the work items, methods and procedures indicated in the corresponding technical specifications. The Contractor will tarnish any area that requires it, with the purpose of standardizing the surfaces to be painted, including the application on it (prior to fogging) of a selective rigging (*spot primer*) resistant to alkalinity.
 - b) **Repair, repair and sealing of existing surfaces to be painted in order to**

correct all gaps, imperfections and non-structural cracks, by applying putty and sealing products equal (*approved equal*) to those indicated in the corresponding technical specifications.

- c) **Scraping and repair of metal surfaces affected by corrosion** or damage previously identified during the compulsory visit to each project, by carrying out the work items, methods and procedures indicated in the corresponding technical specifications, including the appropriate conditioning of the affected surfaces through the use of tools such as spatulas, wire brushes, polishers, etc.

C. Rigging Product Application (Primer):

1. **Once the washing and repair of defects in the concrete, masonry or metal surfaces has been completed**, the Contractor will apply on them a (*primer*) rigging to condition them (surface conditioner), which must be allowed to cure, before being painted, for a period equal to that established in the technical specifications indicated in **Article "M" (*Products Technical Data*) of the Special Conditions (*Special Conditions*)** or the period recommended by the manufacturer or manufacturer of the product, as the case may be.
2. **The (*primer*) rigging used shall be provided and applied** in accordance with the following:
 - a) **For surfaces where the same base will be maintained (existing base in water to new base in water), or the existing base in oil is changed to water-based paint**, a *primer* that meets the specifications indicated for this product in Article M (*Paint Technical Data*) of the Special Conditions will be used, applying it in accordance with the provisions of Section 09990 (*Painting*) of the technical specifications provided by the AGENCY.
 - b) **For surfaces in metal and aluminum, a *primer* for metals that meets the specifications indicated for this product in Article M (*Paint Technical Data*) of the Special Conditions will be used**, carrying out the prior preparation of said surfaces and applying it in those areas that require it, in accordance with the provisions of Section 09990 (*Painting*) of the technical specifications provided by the AGENCY. **If corrosion is present on any surface or section in metal or aluminum**, the Contractor must prepare said surface or section to remove mold (as specified for such surfaces), applying in addition one (1) layer of red oxide and/or anticorrosive, according to the material to be painted.
 - c) **For doors and windows in aluminum, the surfaces will be sanded to**

create porosity and the corresponding rigging will be applied, in the form of an aerosol (*spray*), according to the specifications of its manufacturer or manufacturer.

D. Application of the Paint Product on Exterior Surfaces:

1. **As part of the contracted works, the application of paint is contemplated in one hundred percent (100%) of the area of all the surfaces exposed outdoors** located in structures and facilities that make up the buildings and the site of each school campus. The exposed surfaces include, **but** are not limited to surfaces in concrete, masonry (blocks), wood and metal, located on facades, exterior corridors and common areas, such as external stairs, gazebos, squares, access ramps, warehouses, gas stations (including their pipes), fuel tanks for generators with dikes, sanitary pumping stations, etc.
2. **Outdoor painting work includes the realization of such works in parking areas**, where the tapings, *wheel-stops*, lines of parking spaces, pedestrian crossings (where applicable) and the lines and symbols on pavement for ramps and parking spaces for people with disabilities will be painted.
3. **Exterior surfaces in concrete and/or masonry include, but are not limited to** columns, beams, eaves, parapets, ceilings, walls and parapets. The architectural elements in wood, metal and / or aluminum, include, **without** limitation to doors and frames in exterior corridors with access to academic halls, administrative offices, dining rooms, libraries, indoor courts, etc., as well as windows, gates, bars, railings, handrails, ventilation grids (*louver*s & *grilles*) and ornamental gates.
4. **The Contractor shall provide and apply, on the aforementioned surfaces, a minimum of two (2) layers of a paint product** that complies with the provisions of **Article M (*Product Technical Data*)** of the *Special Conditions*. The application of the Proposed paint will be made following the recommendations of its manufacturer or manufacturer, both in the drying time between both layers of paint and in the appropriate weather conditions for its application, in accordance with what is indicated in **Section 09900 (*Painting*)** of the technical specifications.
5. **All architectural elements in metal or aluminum, such as doors, frames, windows, gates, bars, railings, handrails, ventilation grilles, perimeter gates in iron or galvanized steel, etc., will be painted in two (2) layers with a paint product** that complies with what is specified in **Article M (*Product Technical Data*)** of the *Special Conditions*), providing such product and applying it in accordance with the recommendations of its manufacturer or manufacturer

and as indicated in **Section 09900 (*Painting*)** of the technical specifications.

6. All architectural elements in metal or aluminum must be painted on both sides, applying two (2) layers of the product in the form of an aerosol (*spray*). The use of painter roller or brushes for the application of paint on such surfaces will NOT be accepted.
7. The Contractor shall provide all complementary materials and equipment necessary to carry out the exterior painting work included in each contract. Such materials and equipment must be of recognized brands in Puerto Rico or the United States of America and used in accordance with the specifications and warranty provided by their manufacturers.

E. Application of the Paint Product on Interior Surfaces:

1. As part of the contracted works, the application of paint is contemplated in one hundred percent (100%) of the area of all the surfaces exposed in interior areas located in the buildings of each school campus. The exposed surfaces include, but are not limited to surfaces in concrete, masonry (blocks), wood, aluminum and metal, located in interior spaces such as *lobbies*, stairs, corridors, bathrooms, academic halls, vocational workshops, administrative offices, dining rooms, libraries, amphitheaters, indoor courts and any area whose access is controlled through a door, gate or control mechanism.
2. The surfaces in concrete and / or masonry include mainly columns, beams, ceilings, walls and floors (the latter will only apply, if required in the area of the bathrooms). The architectural elements in wood, aluminum and / or metal are mostly limited to the doors and their frames, screens and partitions (only in bathrooms), gates and interior bars.
3. The Contractor shall provide and apply, on the aforementioned surfaces, two (2) layers of an interior paint product that complies with the provisions of Article M (*Product Technical Data*) of the *Special Conditions*. The application of the proposed paint product shall be carried out following the recommendations of its manufacturer or manufacturer, both in the drying time between both layers of paint and in the appropriate conditions for its application, in accordance with the provisions for such surfaces in Section 09990 of the technical specifications.
4. The Contractor will provide all the complementary materials and equipment necessary to carry out the painting works included in each contract for the interior areas of the campus. Such materials and equipment must be of recognized brands in Puerto Rico or the United States of America and used in

accordance with the specifications and warranty provided by their manufacturers.

5. **The paint for the floors of the court includes the marking of lines for the playing surface,** according to the practice of the sport for which it was designed.

F. Guarantees Related to General Painting Works:

1. **It is stipulated that, for the general painting works proposed for each project, the Contractor will offer a minimum warranty of one (1) year that includes materials and labor.**
2. **Upon completion of each project, and as part of the contracting and acceptance of the works included in this contract, the Contractor shall deliver, to the designated representative of the AGENCY, one (1) paint pan, duly sealed and identified (new and labeled pail), corresponding to each color and base applied in each of the campuses School. Together with the aforementioned package, the Contractor shall submit, as a requirement for the payment of the retainer, a certification from the distributor of the paint used in each project, indicating that said distributor supplied said product and that it corresponds to the one originally proposed by the Contractor as part of its tender.**
3. **The contractor will transfer to the AGENCY, the additional guarantee, if any, granted by the manufacturer for the paint pan.**

G. Bird Nets:

1. **The Contractor shall remove and replace, as part of each contract, any existing system of meshes for the movement of birds, prior to the performance of general painting work on the facades of buildings where such a system exists, in compliance with the following specifications:**
 - a) **New meshes that are provided and installed** must comply with the specifications indicated in Article N (*Bird Netting Specifications*) of the *Special Conditions*.
 - b) **All anchors that are used** in the reinstallation or replacement of the meshes will be in stainless steel.
2. **The replacement of the meshes will include cleaning, disinfection and application of a fungicide, bactericide and pesticide in all areas with the**

presence of bird droppings. The Contractor will provide, at the request of the designated representative of the AGENCY, technical information of the products proposed to be applied as disinfectant, fungicide, biocide and / or bactericide during the cleaning and disinfection process of the areas or facades that contain bird nets. The technical information requested shall include at least the following documents:

- a) **Certified specifications of the manufacturer of the products, included in the document identified as Safety Data Sheet.** Those specifications shall include, without limitation to the chemical composition of its ingredients, the physical properties of the product, measures and identification of risks for its handling and storage, prevention measures against accidental exposure (including spills, fires or other types of unforeseen situations), as well as measures of disposal of the product and measures of protection and application of first aid for the personnel in charge of the use and handling of said product.
- b) **Product registration number, issued by the Federal Environmental Protection Agency (EPA).** In the case of fungicides, biocides and / or bactericides to be applied by fumigation or nebulization, they must be registered with the EPA under the requirements of the federal statute FIFRA (*Federal Insecticide, Fungicide, and Rodenticide Act*).
- c) **List of instructions for the use and application of the products proposed as disinfectants, fungicides, biocides and / or bactericides, prepared and certified by the manufacturer (s).** The method of application of the disinfectant must be one evaluated and approved by the EPA. In the case of fungicides, biocides and / or bactericides, they must be applied strictly in the manner and manner specified by their manufacturer and through the use of equipment / devices and procedures that comply with the requirements and regulations established by FIFRA.
- d) **Certification of manufacturer's guarantee,** establishing the durability and residual action time of the specified treatment.

- 3. **The quotation for this item of work shall include all material, equipment, tools and personnel necessary for the installation of the meshes.**

IV. ADDITIONAL ITEMS OF WORK INCLUDED IN THE CONTRACT:

- A. **PLAN OF IMPROVEMENTS:** The Agency may require to the Contractor who has presented an offer for this item, to prepare a plan certified by an Engineer or Licensed Architect, which includes the measurements and dimensions of the

school campus, including plant and existing elevations (*As-Built*). The plan must be submitted and approved by the AGENCY before starting the work. The drawing shall contain the following:

1. **Title sheet**, maps, legend and symbols.
2. **Sheets showing the plant and elevations** with measurements of the entire school campus and including all necessary repairs, as well as the specifications of the products and repair methods to be used, included within the scope of this project. **The plan must contain the location and measurements of any accessory building or infrastructure that provides services to the campus including, but not limited to septic tanks, grease traps, electric generators, sanitary or drinking water pumping systems, huts, covachas, diesel tank among others.** The repairs to be documented in the plan also include, but are not limited to, the following items:
 - i. **Painting** parking lines
 - ii. **Repairs of non-structural surfaces**, (repair of walls and ceilings and putty of surfaces)
 - iii. **Structural repairs of lamination** in ceiling, beams, columns and floor cracks.
 - iv. Fungal **correction**
 - v. Floor **polishing**
 - vi. Tree **pruning**
3. **Plant leaves and elevations** that show the distribution of colors, according to the location and specifications contained in this sheet.
4. A **computation table** that includes the total measures of the following:
 - i. Primer in square footage
 - ii. Exterior painting on square footage
 - iii. Interior painting on square feet
 - iv. Painting and marking for court in square feet
 - v. Non-structural repairs of surfaces in square feet.
 - vi. Structural roof repairs, including eaves, by visible and apparent lamination on square feet.
 - vii. Structural repairs of beams in square feet.
 - viii. Structural repairs of columns in square feet.
 - ix. Repairs of cracks in floor in square feet.
 - x. Interior floor polishing in square feet
 - xi. Exterior floor polishing in square feet

- xii. Cleaning and removal of fungi in square feet
- xiii. Pruning trees in units.

- B. **LAMINATION REPAIRS OR EXPOSED ROD:** Repair of visible and apparent lamination. These works include fully exposing the reinforcing steel in a minimum 3" rectangular pattern around the affected area, painting reinforcing steel with Sika Armatec 110 or equivalent, finishing with Sika Quick VOH mortar or equivalent. **The specifications of the products to be used and the implementation processes must be contained in the requested plans of improvements.**
- C. **FLOOR POLISHING:** Polishing to be performed on floor surfaces in exposed, devastated and diamond concrete at 1500 (plus oxalic acid), located in interior and exterior areas of the structures, as well as in interior floors with slab termination. These works will **not** be carried out in those floors with tiles that are in good condition. Before the start of these works, the Contractor must verify and confirm, with the designated representative of the AGENCY, the dimensions, location and existing conditions of the floor surfaces to be polished. **It is recalled that in cases where vinyl floors are damaged or deteriorated, and it is necessary to remove said termination, it will be required by the AGENCY that such works be carried out by an accredited and certified contractor to perform the removal and disposal of regulated materials, in accordance with the provisions of Rule 422 of the Regulations for the Control of Air Pollution of the Environmental Quality Board (JCA). Please refer to Article V of these Supplementary Special Conditions.**
- D. **TREE PRUNING:** Before the start of these works, the Contractor must verify and confirm, with the designated representative of the AGENCY, the dimensions, location and existing conditions of the tree specimens that need to be pruned as part of the contracted works. **The proposed pruning shall not exceed thirty-three percent (33%) of the treetop**, in compliance with the provisions of the Cutting, Pruning and Afforestation Permit issued by the OGPE and the DRNA, and all other environmental codes, laws and regulations (state and federal) that are applicable to such activity. **These works include the tearing of tree branches, which must be pruned without affecting in any way the main trunk of the tree, and in such a way that no branch observes a minimum horizontal separation of ten (10) feet from the ground and a minimum vertical separation of ten (10) feet from any structure, roof, electrical wiring or communications, post, fence, adjacent or any other infrastructure that may be affected by them. These works will also include the collection of all the vegetative material resulting from pruning and disengagement, and the appropriate disposal of the same in authorized landfills, or instead, its delivery in nearby sawmills or in collection centers dedicated to the distribution of raw material for the manufacture of products or for artisanal use.**

- E. **CLEANING AND REMOVAL OF FUNGI:** In addition to the removal and cleaning of fungi on concrete or masonry surfaces that require it (see note "B.4", Article III of these Supplementary Special Conditions), the Contractor will remove and replace all acoustic ceilings affected by said condition, including the proper arrangement of the ceilings that are removed.

V. ADDITIONAL TECHNICAL PROVISIONS: HANDLING OF REGULATED MATERIALS

- A. The Contractor shall discuss and coordinate, with the designated representative of the AGENCY for each of its projects, any matter related to work included in the contract that could impact existing surfaces in any of the buildings or common areas of each school campus that may contain regulated materials, specifically materials with asbestos content (MCA) non-crumbly (*non-friable*).) or lead-containing paint (PCP).
- B. MCAs are mostly present in vinyl floor slabs (including their glue), stops in laboratory cabinets, and insulation in water heaters and air conditioning ducts. PCP is mostly present in the yellow pavement and taped lines of parking areas, gas pipes in kitchens and school canteens, and architectural components in metal or aluminum such as doors, frames, windows, bars, grilles, gates, poles in courts, railings, handrails and ornamental gates. PCP can also be present in structural components such as steel columns and beams.
- C. In specific cases where there is a presence of PCP in the architectural components in metal or aluminum (as indicated in the previous note), or in the tapings and pavement lines of the parking area, it is clarified that said components may not be removed from their current location nor their exposed surfaces may be sanded or scraped in any way. It is recommended that the Contractor only clean the dust on them and proceed with the application of the new paint product on the existing paint, without using pressure washing or additional preparation technique on such surfaces.
- D. The performance of any activity by the Contractor (tenderer to whom a contract is awarded) that entails a possible impact on surfaces or materials with asbestos content or paint with lead content, will have to be notified in advance to the designated representative of the AGENCY, before proceeding with any action in this regard. Under no circumstances will the Contractor perform any work that involves preparing, drilling, scraping, sanding or removing surfaces containing such materials, without written authorization from the aforementioned official and / or any other authorized representative of the AGENCY.
- E. It is stipulated that all work of repair, removal and / or disposal of materials with asbestos content (MCA), as well as any work of preparation of surfaces containing PCP for the aforementioned architectural components or in facilities located in parking

areas (taped, ramps, parking spaces with pavement lines, etc.), must be carried out by a company accredited and certified by the Environmental Quality Board (JCA) and by the Agency Federal Environmental Protection (EPA) to execute the removal and mitigation of such materials, in compliance with all environmental, state and federal laws, codes and regulations, in force and applicable to these works.

- F. Each bidder shall submit, in the corresponding price worksheet (Attachment V) the unit prices requested for the removal and disposal items MCA and PCP, respectively, in the areas included therein.

VI. OTHER TECHNICAL PROVISIONS RELATED TO THE CONTRACT:

- A. Although this project does not contemplate the realization of roof waterproofing works, the Contractor will be responsible for maintaining the integrity of the existing waterproofing system on all surfaces of the roofs where work included in the contract is carried out, thus avoiding any water filtration inside the building.
- B. All those surfaces whose waterproofing has been altered by works included in this contract, must be temporarily covered with plastics or any insulating material that prevents future leaks (material approved by the representative of the AGENCY), until they are repaired by the Contractor with a waterproofing system equal (*approved equal*) to the existing one.
- C. In those cases where it is necessary to carry out any repair to the existing roof waterproofing system on any surface affected by the storage of materials, the circulation or movement of employees, or any other activity related to the works included in this contract, the Contractor shall consider the following:
 - 1. All points where the anchors of equipment and units of the air conditioning system, mechanical pipes (water or refrigerant pipes) or electrical ducts (*conduits*), pierce the surface of the ceilings, must be sealed, by means of a system equal (*approved equal*) to the *Chem Curb System* (distributed by *Danosa Caribbean , Inc.*), in accordance with the specifications of such system and the specifications provided (if any) by the manufacturer of the existing waterproofing system.
 - 2. All mechanical pipes or electrical conduits running parallel to the surface of the ceilings, or which are located on walls, parapets or surfaces perpendicular to them, must be anchored in such a way that, as far as possible, they do not pierce or tear the membrane of the waterproofing system and any sealant material installed on those surfaces.

3. **Any repair or sealing of the existing roof waterproofing system will be carried out, during the duration of this contract, by the same company that installed said system, and in the presence of the designated representative of the AGENCY for this project.** If required by said official, the repair and sealing work must be certified by a representative of the supplier of the waterproofing system, in such a way as to guarantee compliance with the requirements and specifications of its manufacturer.

VII. PROVISIONS RELATED TO PERMITS AND ENDORSEMENTS:

- A. **The Contractor must prepare and file, through the Integrated Services Center (CSI) and prior to the start of the work included in the contract, all the documents necessary for the approval and obtaining of the following permits:**

1. **Certified Construction Permit** issued by the Office of Management of Permits and Endorsements (OGPE) or the corresponding Autonomous Municipality (as the case may be).
2. **Any other ministerial or discretionary permit** related to the execution stage of each project (as applicable), granted by the OGPE or the corresponding autonomous municipality, for the realization of the works included in this contract.

The Contractor shall be responsible for defraying the costs of filing such documents.

- B. **If the project is considered or evaluated as a Work Exempt from a Construction Permit or exempt from any of the aforementioned permits, under the provisions of the Joint Regulations of the OGPE or the applicable regulations established by said agency or the corresponding autonomous municipality (as the case may be), the Contractor must provide the AGENCY copy of the Pre-Legal Consultation document issued by the OGPE, together with a letter signed by the corresponding regulatory agency certifying said exemption.**

- C. **If applicable, and for the duration of the projects included in this group, the Contractor shall be responsible for obtaining approval ("lifting") and maintaining in effect the following permits:**

1. **Certified Construction Permit** issued by the OGPE or the corresponding Autonomous Municipality (as the case may be), in compliance with the requirements established for it, including the notification corresponding to said permit (in which the seals of the College of Engineers and Surveyors of Puerto Rico (CIAPR) and the internal revenue fees are paid), necessary to

obtain your approval.

4. **Todos los permisos ministeriales o discrecionales, según aplicables y/o requeridos para la realización de los trabajos propuestos para cada proyecto.**

The Contractor shall be responsible for defraying the expenses corresponding to any certification necessary to lift them.

- D. **The Contractor will be responsible for carrying out the necessary procedures to obtain any other permit related to the development or execution stage of the projects included in each contract, as required by the Environmental Quality Board (attached to the Department of Natural Resources – DRNA) or any other agency of the Government of the Commonwealth of Puerto Rico or the Federal Government of the United States of America, in accordance with Article 6.8.1.4 of the Uniform General Conditions for Public Works Contracts.**