



FORMAL BID 22-2841
TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND
PREVENTIVE MAINTENANCE FOR THE PUBLIC SCHOOLS OF THE
GOVERNMENT OF PUERTO RICO

REQUEST FOR CLARIFICATION DEADLINE:
APRIL 11, 2022, AT 1:00 PM

BID PROPOSAL SUBMISSION DEADLINE:
APRIL 20, 2022, AT 10:00 AM

BID OPENING DATE:
ABRIL 20, 2022, AT 11:30 AM



I. INSTRUCTIONS

Article 1 – Definitions

- 1.1 All definitions set forth in the General Conditions of the Contract for Construction and Supplementary General Conditions are applicable to these Instructions to Bidders.
- 1.2 Bidding documents include the advertisement of invitation to bid, Instructions to Bidders and Supplementary General Conditions. The bid form and the proposed Contract Documents including any Attachment issued prior to receipt of bids.
- 1.3 Attachment and amendments are written, or graphic instruments issued prior to the Opening Act which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Attachment and amendments will become part of the contract documents when the Construction Contract is executed.
- 1.4 The term “days” shall mean calendar days, except as otherwise provided. The words and phrases used shall be construed according to the commonly approved usage of the language; words in the present tense include the future; the singular number includes the plural; the masculine gender includes the feminine and neuter genders, except where such construction would be absurd.

Article 2 – Examination of Bidding Documents and Size

- 2.1 Each bidder shall examine the bidding documents carefully and shall make written request to the Bid Board for interpretation or corrections of any ambiguity, inconsistency, or error therein which he may discover within the timeline defined in [Section 12 of the Supplementary General Conditions]. Any interpretation or correction will be issued as a notification or amendment by the Bid Board. Only a written interpretation or correction by notification or amendment shall be binding. No bidder shall rely upon any interpretation or correction given by any other method and as indicated in the Supplementary General Conditions.
- 2.2 Contract documents consist of quantity estimates, specifications, general details, plans, photographs, instructions to bidders and general conditions.

Article 3 – Bidder’s Representation

- 3.1 Each bidder by making his bid represents that he has read and understands the bidding documents.
- 3.2 The failure or omission of any bidder to receive or examine any form instruments or document, shall in no way relieve said bidder from any obligation with respect to this bid.

Article 4 – Bidding Procedures



4.1 All bids must be prepared on the form provided by the Bid Board and submitted in accordance with the Instructions to Bidders and as indicated in the Supplementary General Conditions.

4.2 Bids Offers shall include:

Every bidder shall submit his bid offer in a sealed envelope to the Office of the Bid Board at Centro Gubernamental Minillas, Torre Norte, Floor 12, San Juan, Puerto Rico, and by electronic mail as stated in [Section 15 of the Supplementary General Conditions to qualify]. The envelope shall state the bidder's name, address, and telephone number, the company represented as well as the bid number. Upon receiving the envelope, the Secretary shall write thereon the exact time and date on which it was received, which shall constitute the official submission date of the bid proposal. **Bids Offers shall include:**

- a) Duly signed Bid Offer (Attachment I).
- b) Bid Bond.
- c) Cover Letter in compliance with article 4.5
- d) Resolution in effect issued by the Puerto Rican Industry Investment Board, the Puerto Rico Trade and Export Company, or any other governing body for the use of the percentage granted under the preference laws, as applicable.
- e) Audited or compiled financial statement, as applicable, no older than twelve (12) months.
- f) Evidence of a credit line of at least twenty-five thousand (\$25,000) dollars or a bank certification issued by the bank establishing that the bidders has said amount in its account.
- g) Price Worksheet (Attachment IV).
- h) Non-Collusive Affidavit (Attachment VI).
- i) Statement of Bidders Qualifications (Attachment VII).
- j) Comparable Project Fact Sheet (VIII).
- k) Two (2) Past Performance Questionnaire (Attachment IX).
- l) Certification of Inclusion of Small, Minority and Women-Owned Businesses Enterprise (Attachment X).
- m) Bidder Point of Contact in compliance with Section 19 of the Supplementary General Conditions.
- n) Contractor Certification Requirement (Attachment XII)
- o) Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements (Attachment XIII).
- p) Any other document required herein, or the specifications hereto attached.

According to the Paperwork Reduction Act of 1995, the Bid Board will not request the Bidders to include in their offers the bid documents not establish in this article.

Failure to submit bids through both methods (in-person in a sealed envelope and by email) will

**result in the bidder's disqualification.**

- 4.3 The bid shall be properly executed, in order to constitute proper execution. The bid shall be executed in strict compliance with the following, and no other forms or executions will be accepted (refer to Section 45 of Supplementary General Conditions). The Bidders' Bid Offer (Attachment I) shall be signed with permanent blue ink or pen on the space provided therefor by the person registered in the RUL or his authorized representative. The Bidder's electronic signature on the bid proposal shall be accepted.

Bidders who are not registered in the RUL shall fill out Form ASG 673, ASG 674, or Attachment II, III or IV attached here to, as appropriate and in compliance with the following:

1. If a bid is by an individual, it shall show the name and post office address of the individual and shall be signed by the individual with the word "Individually" appearing under the signature. If the individual operates under a firm name, the bid shall be signed in the name of the individual doing business under the firm name.
2. If the bid is by a corporation, it shall be executed in the name of the corporation by the President or Vice-President. It shall be attested by the Secretary or Assistant Secretary. The seal of the corporation shall be affixed. If the bid is executed on behalf of a corporation in any other manner that as above, a certified copy of the minutes of the Board of Directors of said corporation authorizing the manner and style of execution and the authority of the person executing, shall be attached to the bid. The bid shall show the post office address of the principal office of the corporation.
3. If the bid is made by a partnership, it shall be executed in the name of the partnership and signed by one of the partners. The post office address of the partnership shall also be shown.
4. If the bid is a joint venture, it shall be executed and signed by each of the joint venturers in the appropriate manner set out above. In addition, the execution by the joint venturers shall appear below their names. The post office address for the joint venture shall be shown.

- 4.4 The execution of the Contract shall include the Performance and Payment Bonds by the successful bidder.

- 4.5 **The bidder must include in the offer a cover letter that shall be clear, concise, and include sufficient details to allow for an effective evaluation and validation of the proposal. The bidder must assume that the Government has no prior knowledge of his experience or best practices. The cover letter shall include a brief description of the following:**

- a) **Past performance: of having performed a service or provided a good similar to that requested herein in the past two (2) years, a list of public and private clients to which the service was rendered and their contact information. In addition, the bidder shall present at least two (2) Attachment IX filled by two different clients which a service similar to the here tendered had been provided.**



- b) Technical capability, for the purpose of ascertaining the bidder's capability to meet each of the technical requirements, establishing a practical and feasible method to meet them. This includes, but is not limited to, process to communicate back orders; Government billing process; account management; among others.
- c) Any other information that the bidder believes the Bid Board should know during the evaluation process.

The cover letter must be signed by the person authorized therefor in the RUL. The past performance and technical capability shall be considered by the Bid Board to understand the bidder's capabilities and to award the contract.

The Bid Board and ASG reserve the right to request additional information to verify the information submitted by the bidder.

- 4.6 Each bidder shall execute an affidavit in the provided form (Attachment VI) with the bid documents establishing that he has not colluded with any other person, form, or corporation in regard to any bid submitted. Such affidavit shall be presented with the offer.
- 4.7 Bids will be opened at the time determined by the Bid Board according to Section 12 of the Supplementary General Conditions Bid Timeline.
- 4.8 The prices submitted in the offers will remain fixed during the term of the contract.
- 4.9 Refer to section 30 of the Supplementary General Conditions for more details regarding withdrawals and modifications of offers.

Article 5 – Rejection of Bids

(See Supplementary General Conditions Section 38 for more details)

- 5.1 The bidder acknowledges the right of the Bid Board to reject any or all bids and to waive any informality or irregularity in any bid received if is in the best interest of the Government of Puerto Rico. In addition, the bidder recognizes the right of the Bid Board to reject a bid if the bidder failed to accomplish any required bidding documents, or if the bid is in any way incomplete or irregular.

Any one of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his offer:

- i. Evidence of collusion among bidders.
- ii. Lack of competency as revealed by the statement of bidder's qualifications required.
- iii. Unsatisfactory past performance record as shown by previous work for the Government of Puerto



Rico.

- iv. Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts with the Government of Puerto Rico.
- v. Failure to comply with any qualification's regulations establish in this bid documents.
- vi. If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, undefined, or ambiguous.
- vii. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- viii. If the statements or any bid document is not properly filled.
- ix. If a bidder submits several bid offers, either in his own name or under an alias, any of his subsidiaries or branches, one or more of his partners, agents, or officers, all bids shall be rejected and may be subject to the penalties established in Regulation No. 9230.

Article 6 – Award and Execution of Contract

(See Supplementary General Conditions Section 36 for more details)

- 6.1 The award of the Contract, if it is awarded, will be made to the responsive bidder whose offer complies with the General Instructions, Terms, Conditions, and Specifications, and represents the best value for the Government of Puerto Rico. The Bid Board reserves the right to award more than one contract in each zone.

In order to determine which offer is the most convenient and beneficial, the price shall not only be considered as the main factor, but also compliance with the Terms, Conditions, Specifications, and Warranty required. The bidder's past performance as well as technical capability may be considered by the Bid Board at the time of awarding the contract. The technical capability shall be evaluated in order to determine the bidder's ability to perform.

Prices shall be evaluated to determine reasonableness. However, the contract may not be awarded to the lowest bidder if, in the judgment of the Bid Board, a bidder offers a higher price, but his bid provides the best value, considering technical requirements, time of delivery, past performance, warranty, among others.

Once the Bid Board makes a final decision, the Secretary shall notify such decision in writing to all participating bidders.

The notice of award shall not constitute a formal agreement between the parties. It shall be necessary to execute the appropriate contract or the issuance of a purchase order.



- 6.2 The ASG and the Bid Board reserves the right to cancel the award of any contract at any time before the execution of said contract without any liability against the Government of Puerto Rico.
- 6.3 All BIDS guaranties will be retained until the Contract with the successful bidder has been executed.
- 6.4 If the successful bidder refuses to execute the contract or does not appear to sign it within the period prescribed in the Notice or Resolution of Award or by the Contract Unit of ASG's Procurement Division, and fails to provide a prior reasonable notice, said bidder shall not be considered to be a party to the contract with ASG. ASG Administrator may apply the provisions of Regulation No. 9230, to such bidder.

Article 7 – Performance Bond and Payment Bond

(See Supplementary General Conditions Section 29 for more details)

These bonds shall be a bidder's guaranty, whereby the bidder ensures to the Government of Puerto Rico that he shall comply with the terms of the contract resulting from this bid and will fulfill the obligations arising from the execution of the assigned project. These bonds shall be furnished only by the successful bidder.

The bonds shall guarantee that the supplier shall fulfill his obligations in accordance with the terms and conditions of his bid proposal. If supplier fails to fulfill his obligations, and the next supplier should be selected, the price difference shall be covered by this bond. The bonds shall be furnished in original and signed. If bond is furnished by a surety company, it shall be issued in favor of the General Services Administration and, if it is furnished in the form of a certified check or postal money order, it shall be payable to the Secretary of the Treasury.

A Performance and Payment Bond for twenty-five thousand (25,000) each shall be required for this bid.

In addition, as specified in the supplementary general conditions the bidder to whom the award is made shall furnish to the Department of Education and/or requesting entity not later than the date of execution of the Purchase Order, a Performance and a Payment Bond for the amount of one hundred (100) percent of the total of the purchase order, to fulfill the payment of all obligations arising thereunder and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.



Supplementary General Conditions

**THE PURPOSE OF THESE SUPPLEMENTARY GENERAL CONDITIONS IS NOT ONLY TO
TAILOR THE CONTRACT DOCUMENTS TO THIS SPECIFIC CONSTRUCTION
PROJECT BUT ALSO TO AUGMENT THE AUTHORITY OF THE ASG
AND THE BID BOARD AUTHORITY IN THE BIDDING PROCESS**

1. Bid Price

The “Bid Price” is a unit bid offer provided for all materials, labor, tools, and equipment necessary to complete all the projects to be made in the public schools of the Government of Puerto Rico in strict accordance with the plan and specifications. Notwithstanding the bidding Contractor shall also include the bid cost for each specific item included in the pricing worksheet of this bid documents.

2. Hold Harmless Agreement

The Contractor and its insurer shall save and hold harmless the Government of Puerto Rico from and against all claims, demands and/or suits, whether judicial or extra-judicial for any cause whatsoever, arising out of or related to the execution of this contract, and the Contractor and its insurer shall defend the Government of Puerto Rico from such claims, demands and or suites and shall bear all the expenses for such defense.

3. Taxes

Bidders are responsible for arbitrators, municipal and state taxes, as applicable. The price worksheet contains a allowance for funding taxes.

4. Contract Liquidation Requirements

The Contractor shall submit the following documents whenever they are applicable after the final completion and acceptance of the project or contract liquidation purposes:

- a) Certificate of acceptance by Owner
- b) Release from State Insurance Fund
- c) Release from Bonding Co.
- d) Release from Contractor
- e) Guarantees (as required by Spec.)
- f) Affidavit of Payments
- g) As Built Plans
- h) Deductions to final payments.



5. Sale of Food, Beverage, etc.

The Contractor shall not under any circumstances allow the sale of food, beverages, or other articles in the facilities upon or within the contract limits of the project.

6. Prevailing Salaries and Wages

- a) The Contractor agrees to comply with all provisions of current Commonwealth Labor Laws which make it unlawful to require and or induce any person employed in the construction or repair of public work, or public buildings to give up any part of the compensation to which he is entitled to under this contract of employment, and the Contractor agrees to insert a similar provision, in all subcontracts thereunder.
- b) This project is paid for in whole or in part by federal funds, so the successful bidder will have to comply with the current federal and state legal system, including the minimum wage for construction works.

7. Storage of Materials

The Contractors shall store materials only in places where directed. No fire hazardous materials or flammable liquids shall be stored or maintained within the building or structure, except as approved, and in conformance with the local Fire Regulations.

8. Safety and Health Regulations for Construction

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standard Act as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

9. Additional Definitions and Acronyms

ASG – means the Puerto Rico Administración de Servicios Generales (or the Puerto Rico General Services Administration).



Award Announcement – refers to the act of evaluating offers or offers in response to a Bidding Process with the intention of granting a contract to the bidder that best meets the criteria, specifications, terms, and conditions established.

Best Value – refers to the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit to the Government in response to the requirements.

Bid – means this Invitation to Bid, bidding documents and Attachment issued by ASG.

Bid Board – shall mean the Bid Board of the Administración de Servicios Generales (or General Services Administration) of the Government of Puerto Rico.

Bidder or Respondent or Proposer – means a(n) (i) natural person, (ii) legal person, (iii) joint venture, or (iv) partnership, or (v) consortium of individuals, and/or partnerships, and/or companies or other entities that submit a response to this Competitive Bidding Process that is not currently debarred in any Federal, State and/or Local jurisdictions.

Business Hours – refers to non-Government holiday, non-weekend hours between 8:00 AM Atlantic Standard Time (AST) and 5:00 PM AST. Scheduled preventive maintenance, scheduled upgrades, time before initial installation, and unavailability due to power outages, lack of network availability, or Force Majeure events are excluded from Business Hours Available.

Contractor – Successful bidder doing business as, Corporations, Partnerships or Joint Ventures duly organized under the laws of the Government of Puerto Rico, or foreign business organizations authorized to do business in Puerto Rico and registered under the Puerto Rico General Services Administration Registro Único de Licitadores (Bidders Sole Register).

DEPR– Departamento de Educación de Puerto Rico (or the Puerto Rico Department of Education)

DTPW – Department of Transportation and Public Works.

DRNA – Departamento de Recursos Naturales y Ambientales (or Puerto Rico Department of Environment & Natural Resources)

Electronic Signature – refers to a digital image of a hand-written signature that serves as an official signature on binding legal documents.

FEMA – Federal Emergency Management Agency.

Financial Oversight Management Board or FOMB – refers to the Board created under the Puerto Rico Oversight, Management, and Economic Stability Act of 2016 ("PROMESA").

Owner – refers to DEPR and/or requesting entity.

PRASA – Puerto Rico Aqueduct and Sewer Authority **PREPA** – Puerto Rico Electric Power Authority

RUL – Registro Único de Licitadores



10. Bidding Process

This Bidding process will be administered through the ASG on behalf of Puerto Rico Department of Education (DEPR and/or requesting entity). All communication regarding this process must be directed to the Bid Board by email to preguntas@asg.pr.gov. Contact with the Government of Puerto Rico and any of its agencies, including the DEPR and/or requesting entity, municipalities, and instrumentalities regarding this Bid Process (via e-mail, fax, phone, text messaging, or any other form of live or electronic communication) will not be permitted. Any contracts resulting from this process will be between Bidders and the ASG.

11. Background

a) The American Rescue Plan Elementary and Secondary School Emergency Relief (“ARP ESSER”) Fund

The American Rescue Plan Elementary and Secondary School Emergency Relief (“ARP ESSER”) Fund, authorized under the American Rescue Plan (“ARP”) Act of 2021, provides nearly \$122 billion to States to support the Nation’s schools in safely reopening and sustaining safe operations of schools while meeting the academic, social, emotional, and mental health needs of students resulting from the coronavirus disease 2019 (“COVID-19”) pandemic. It is particularly important that ARP ESSER funding will enable States and local educational agencies (“LEAs”), and more directly schools, to support students who have been most severely impacted by the COVID-19 pandemic and are likely to have suffered the most because of longstanding inequities in our communities and schools that have been exacerbated by the COVID-19 pandemic.

On November 2, 2021, Puerto Rico submitted a revised ARP ESSER State plan that staff reviewed and recommend approving because it meets all requirements in the ARP ESSER State plan template and is consistent with the American Rescue Plan Act, 2021 (ARP Act) and ARP ESSER Interim Final Requirements (IFR) (86 FR 21195). In order to receive the remaining one-third of its ARP ESSER allocation, each SEA was asked to complete an ARP ESSER State plan, which is designed to promote comprehensive planning by SEAs and LEAs for the effective use of ARP ESSER funds to reopen schools safely; support sustained access to in-person instruction; and to address the academic, social, emotional, and mental health needs of students. A SEA’s receipt of the final one-third of ARP ESSER funds is contingent upon the Department’s approval of its ARP ESSER State plan.

On November 17, 2021, the U.S. Department of Education announced the approval of Puerto Rico’s American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) plan and distributed remaining ARP ESSER funds to them. Puerto Rico’s plan details how they are using and plan to use ARP ESSER funds to sustain the safe operation of schools and equitably expand opportunity for students who need it most, particularly those most impacted by the COVID-19 pandemic.

On January 21, 2022, the Department of Homeland Security’s (DHS) Federal Emergency Management Agency (FEMA), and the U.S. Department of Education released a toolkit outlining federal resources available to help Puerto Rico recover and rebuild safe, healthy, and modernized school facilities. The



Departments of Energy and Labor, as well as the Environmental Protection Agency, also collaborated on the toolkit.

The toolkit focuses on four key aspects to supplement ongoing recovery efforts in the education sector: planning and design, workforce readiness, contracting and procurement, and project review. In addition, the document includes a directory with technical assistance opportunities and information on other funding sources from federal partners.

This toolkit was generated by the White House [Working Group on Puerto Rico](#), which was launched in July 2021 to provide Puerto Rico the resources and technical assistance it needs to recover and prosper.

After multiple natural disasters, Puerto Rico has access to extensive recovery resources, including more than \$2 billion in FEMA Public Assistance for school infrastructure related to recovery. Additionally, billions more in federal education and COVID-19 relief funds are available to assist with addressing and recovering from COVID-19. These funds may also include upgrades to school infrastructure, depending on the program.

To date, FEMA has obligated over \$25.9 billion towards response and recovery efforts in Puerto Rico. FEMA is helping rebuild large parts of the island and supporting the government of Puerto Rico's plan to restore critical services systems and build capacity in a manner that is both fiscally sound and resilient against the impacts of future disasters.

There are different sets of procurement rules that apply depending on whether you are a state or a non-state entity. State Entities includes any U.S. state or territory as well as any state agency or instrumentality of that state or territory. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with requirements for socioeconomic affirmative steps, domestic preferences for procurement¹, procurement of recovered materials, and prohibitions on expending federal award funds for covered telecommunications equipment or services and ensure that every purchase order or other contract includes any clauses required by § 200.327.

b) Procurement by State Entities

The ASG, by virtue of Act No. 73 of July 2019, as amended, known as the "General Services Administration Act for the Centralization of Procurement of the Government of Puerto Rico" is the government entity responsible for implementing public policy regarding the acquisition of non-professional goods and services of the Government of Puerto Rico. ASG has the authority to act as the procuring and negotiating entity for all Government entities. This includes the authority to procure the purchase and acquisition of goods and services on behalf of all Government entities. Additionally, Act 73-2019 establishes as public policy of the Government of Puerto Rico the centralization of purchase and



acquisition process of non-professional goods and services looking to generate greater savings for the benefit of Puerto Rico.

The Bid Board of the ASG is issuing this Invitation to Bidders for Formal bid 22-2841 on behalf of DEPR and/or requesting entity the Government of Puerto Rico to invite interested Contractors ("Bidders") to submit offers for services of general painting and preventive maintenance for the public schools in Puerto Rico. DEPR and/or requesting entity

The main objective of this project is to guarantee that our students and personnel have a safe and healthy school environment and infrastructure. The initiative seeks to rehabilitate spaces and be able to safely reopen in-person education. Also, for DEPR and/or requesting entity's schools' buildings are in compliance with the health and distance education guidelines and construction regulations.

The initiative will include:

- deep cleaning of walls and ceilings
- repairing of cracks and dampness (due to the presence of rust)
- repair deformations
- correction of water filtration
- removal of mold, asbestos and lead paint
- painting of interior and exterior walls and ceilings
- inspections
- needs assessments

12. Bid Timeline

Target Date	Event
April 6, 2022	Invitation to Bidders
April 11, 2022, at 1:00 pm	Request for Clarifications
April 13, 2022	Issue of Answer to Request of Clarifications
April 20, 2022, at 10:00 am	Bids Offers Submission Deadline
April 20, 2022, at 11:30 am	Bids Opening Act

Please note that the BID timeline includes target dates that are subject to change. It is the responsibility of Bidders to periodically review their emails and the ASG website [Reforma de Compras](#) for all information and updates related to this timeline.

**13. Challenge to the Invitation and Bid Documents**

If a bidder interested in participating in a formal bid does not agree with the final terms, instructions, specifications, or conditions established in the invitation or bid documents, said bidder may file a protest in person with ASG Assistant Administrator for the Procurement Area within three (3) business days following the date on which the Board makes the Bid Documents available. Any protest to the bid documents filed after the deadline established herein shall be rejected outright. The protest shall comply with the provisions of Regulation No. 9230.

14. Request for Clarifications

Requests for clarification and questions regarding this Formal Bid should be emailed to preguntas@asg.pr.gov on or before the deadline established in Section 12 of the Supplementary General Conditions of this Bid Documents.

15. Bids Submission

Bids are to be submitted on or before, deadline established in Section 12 of the Supplementary General Conditions of this bid documents, in the following two ways:

1. **At the Office of the Bid Board at the Minillas Government Center, North Tower, 12th floor, San Juan, Puerto Rico; and**
2. **Electronically to the following email address: ofertas@asg.pr.gov**

Failure to submit bids through both methods (in-person in a sealed envelope and by email) will result in the bidder's disqualification.

All bidders shall submit their bids in a sealed envelope to the Office of the Bid Board at the location described above. The envelope shall be identified with the name, address, and phone number of the bidder and the company it represents, as well as the bid number. Upon receipt of the envelope, the Secretary will proceed to mark it with the exact date and time they were received, which will constitute the original delivery date of the offer. The physical submitted document will be considered as the official offer. The email shall state the following in the "SUBJECT line: BID OFFER, Bid Number, and Bidder's Name.

Any bid received without identifying as established herein will be processed as regular correspondence. Under this circumstance, the Bid Board will not be responsible if the sender loses his opportunity to present the offer on time, nor will it be able to require that his offer be made known or impute that the offer has been disclosed or opened before time. Furthermore, the bidder may be disqualified for not attaching the required documents to his offer.

The email shall include the bid offer as an attachment containing the corresponding items listed in the Bid Documents requiring submittal. The same should be a faithful and exact copy of the physically submitted



documents and shall include a certification crediting such act. As an exception, attachments may be accepted in-person if the size of the content surpasses the space available via email.

If for any reason, a bidder's proposal is received on hard copy, but a digital copy thereof is not received on the specified time and date, the Bidder shall be notified during the Bid Opening that he shall have until the end of the Bid Opening to submit the same. Failure to comply with both submission methods shall constitute cause for disqualification.

All Bidders are required to submit a redacted copy of their offer as outlined (Confidentiality of Responses & Proprietary Information). If no identifiable redacted copy of the offer is included with the submission, ASG and the Bid Board will consider the submitted copy as both the redacted and un-redacted copy of the offer.

If the offer is submitted multiple times, ASG will only accept the latest version submitted before the deadline.

There is no expressed or implied obligation for ASG or DEPR and/or requesting entity to reimburse firms for any expenses incurred in preparing offers in response to this request. The Bid Board reserves the right to reject any or all offers or to select the offer that represents the best value and is in the best interest of the Government of Puerto Rico.

16. Registration on "Registro Único de Licitadores (RUL)"

Any Bidder interested in contracting with the Government must be registered in the "Registro Único de Licitadores" (RUL) in accordance with the specifications provided in the RUL registration requirements. Bidders can access the RUL through the following link: <https://rul.asg.pr.gov/>

Every Bidder who: 1) is registered in the RUL; 2) has submitted a bid proposal; and 3) after the Bid Opening is found to be ineligible, shall have a non-extendable period of five (5) business days, from the Bid Opening to submit the corresponding information or documents to the RUL. During said period, no award shall be made. The Secretary of the Bid Board and the Procurement and Bid Specialist shall be responsible for notifying the Bidder by telephone and email, so that the bidder may update his records in the RUL within the provided period.

The Bidder shall submit all the requested documents and certifications, and comply with all the requirements, terms, and conditions established in the Bid Documents at the time of submitting the bid proposal. Documents submitted by a Bidder after the bid opening shall be not accepted, except for the RUL's certification of eligibility, which shall be subject to presentation within the aforementioned period.

Ineligible bidders shall not be visible in the RUL to be contracted by the agencies of the Executive Branch, public corporations, and municipalities. Ineligibility will be maintained until the Bidder furnishes the required information or submits the requested documents. Bidders must hold an eligible status in the RUL before the award of the proposal. See Regulation No. 9230 of November 18, 2020, as amended, known as the "Uniform Regulations for Bids and Procurement of Goods, Works, and Nonprofessional Services of the General Services Administration".



In the case of partnerships or joint ventures that have been formed by the constitution of a legal entity independent of its partners and registered in the Department of State of Puerto Rico, it will be said legal entity that will be obliged to comply with each of the requirements required by ASG to participate in the Bidding Process or the alternative method of selection chosen. Bidders shall provide a “Contractor Certification” detailed as per [FOMB Policy: Review of Contracts](#).

New legal entities created within 18 months prior to the publication date of this Bidding process, will be evaluated on their individual members experience, references, and financials.

17. Unregistered Bidders

Bids from Bidders not registered or inactive in the RUL will not be rejected for such reason. Nonetheless, the bidder shall have five (5) business days, computed from the Opening to submit all required documents to the RUL. If the bidder does not provide the required documents, the bidder shall be disqualified.

18. Universal Identifier and System for Award Management

Prior to submitting an offer, Bidders are required to register in the System for Award Management as stated on the 2 CFR, Subtitle A, Chapter 25. The following link can be used for the registration <https://www.sam.gov/SAM/pages/public/index.jsf>.

This registry information must be included in the contact information required on Section 19.

19. Bidder Point of Contact & Signatures

All submitted offers shall provide a clear point of contact that includes:

- Name of point of contact
- Name of Business and/or Firm
- Name of other associated business, firms, and/or professionals
- Address
- Type of organization
- Professional licenses and credentials of the Business, if apply.
- Email address of point of contact
- Universal Identifier Code from SAM

Offers that do not identify a point of contact and contact information may be rejected. This information will



be provided in the Cover Letter. The cover letter of the offers must be signed with indelible ink or blue ink pen by an authorized agent of the Bidder. The authorized agent must be registered in the RUL. Electronic signatures that comply with this requirement in this bid documents are accepted.

20. Modification of Bid Documents

ASG may modify the Bid Documents prior to the date fixed for submission of offer by the issuance of an amendment. Any amendment to these documents will be issued in writing by the Bid Board and be posted on the ASG website (www.asg.pr.gov/ReformaCompras/Pages/default.aspx). Any Attachment or changes to the Bid document will be communicated to all bidders registered in the RUL. No oral statements, explanations, or commitments by anyone will be in effect unless incorporated in the written Attachment. Receipt of Attachment must be acknowledged by the Bidder on his submitted bid.

The ASG may amend any invitation and/or formal bid statement up to two (2) working days before the bid opening ceremony when the amendment implies changes or additional requests that must be included in the offer or tender or a (1) working day before the auction opening act when the amendment does not affect the presentation of bids, and when it serves the best interests of the Government of Puerto Rico. In cases of construction works projects, the Administration may amend any formal bidding document up to five (5) working days before the bid opening act when the amendment implies changes or additional requests that must be included in the bid or tender. Or three (3) business days before the auction opening ceremony when the amendment does not affect the presentation of bids.

21. Cancellation of Bid Process

The ASG or the Bid Board may order the partial or total cancellation of the formal auction when it serves the best interests of the Government of Puerto Rico, regardless of the phase in which it is, if it is prior to the formalization of the contract, or a purchase order has been issued.

22. Method and Criteria for Preparing the Bid and Scope of Offer

The bid will be awarded to that responsive bidder whose offer complies with the General Instructions, Terms, Conditions, and Specifications, and represents the best value for the Government of Puerto Rico. To determine which offer is the most convenient and beneficial, price will not necessarily be taken into consideration as the main factor, but also compliance with the Terms, Conditions, Specifications and Warranty required in this auction. The bidder's past performance and technical approaches may be considered by the Bid Board when awarding the bid. The technical approach will be evaluated in order to determine the capacity of the bidder to satisfactorily comply with the requirements.

Prices will be evaluated to determine their reasonableness. However, an award may not be awarded to the lowest bidder if, in the judgment of the Bid Board, a bidder offers a higher price, but their bid represents the



best value when also considering requirements, technicians, delivery term, past performance, warranty, among others.

This invitation for bid is to establish a multiple schedule award for the performing of all items of works required to complete exterior and interior painting of all exposed reinforced concrete/masonry, asphalt, wood, aluminum, and metal surfaces on school buildings' facades, classrooms, administrative offices, bathrooms, libraries, dining rooms, hallways, stairs, common areas, parking areas and existing site facilities, as well as the remaining items of work included on each Project's Scope of Work; in compliance with all statements and stipulations indicated on Uniform General Conditions for Public Works Contract (with its supplement), Special Conditions, Supplementary Special Conditions, Annexes, Technical Specifications, and all related Attachment to Contract Documents; the undersigned hereby proposes to furnish all labor, materials, products, tools, and equipment, as required by Contract Documents, for the unit price or lump sum price indicated as follows for each of the items of work included on this Contract for each project.

The pricing worksheet will be divided in eight (8) zones. The bidder may submit offer for one (1) or more zone and shall establish the unit prices for the items they are interested to bid. The Bid Board reserve the rights to reject proposals that do not present an offer for more than 50% of the items listed in the pricing worksheet.

23. Established Time for Construction Completion

The Contractor will have a maximum of one hundred and eighty (180) calendar days counting from the starting order to finish each project assigned.

DEPR and/or requesting entity or its representative must issue official written Notice to Proceed (NTP) orders for each project assigned after approving the submittals. The NTP orders shall stipulate the provision of services. Contractors are not authorized for the performance of any service outside written NTP orders provided by DEPR and/or requesting entity or its representative. Upon NTP, the awarded contractor shall begin work immediately.

24. Additional Requirements to be included in the Bid Document

Pages shall be single-spaced on 8½ by 11-inch paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively.

25. Signature in the Bid Offer

The Bid Offer (Attachment I) must provide a brief overview of the key elements of the Bidder's offer and why the Bidder should be selected (maximum of two (2) pages). The transmittal letter must include the Bidder's certification (and any Attachment that may be released) and agree to comply. This letter must be signed by an official with the legal authority to bind the Proposer and must include a statement that the offer and terms within are to be valid for the length of the contract. The Bidders' Bid Offer (Attachment I) shall be signed with permanent blue ink or pen on the space provided therefor by the person registered in the RUL or his authorized



representative. The Bidder's electronic signature on the bid proposal shall be accepted. In the Bid Offer the bidder certificate that they have read and understand the requirements of the Bid Documents and agree to comply with all the requirements. In addition, by signing the Bid Offer, the bidder guarantees that it will maintain their prices during the term of the contract.

Failure to meet these requirements shall constitute cause for the rejection of the bid.

26. Firm Experience and Financial Capacity

Each bid must be accompanied by a statement, on the form furnished for that purpose with the offer forms, of the bidder's financial resources, construction experience, and organization for the work contemplated. Bid Board shall have the right to take steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Bid Board all such information and data for this purpose as Bid Board may request. The right is reserved to reject any bid where an investigation of the available evidence or information submitted by such bidder does not satisfy the Government that the bidder is qualified to carry out properly the terms of the Contract Documents.

Describe the past performance and experience of the firm as it relates to the proposed scope of work and other areas the Bidder believes demonstrates their relevant qualifications and experience. The Bidders shall guarantee that if using subcontractors, they must have the experience to accomplish the requirement in this Bid Documents. The Bidder shall submit to the DEPR and/or requesting entity the information and credentials of the subcontractor to the DEPR and/or requesting entity before starting the project. The firm submitting the offer must remain solely responsible for the performance of all work, including work that is done by sub-contractors. Bidder must provide the staffing with the qualifications required in this Bid Documents through the term of the expected contract.

The Bidder must also include a copy of their audited or compiled financial statement, as applicable, no older than twelve (12) months, along with evidence of a credit line of at least twenty-five thousand (\$25,000) dollars or a bank certification issued by the bank establishing that the bidders has said amount in its account. The bank certification must be dated at least thirty (30) days prior the date for de offer's submissions.

27. Proposed Inclusion of Small, Minority and Woman-Owned Businesses

The Contractor must include a certification ensuring that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract (Attachment X).

Consistent with the provisions of 2 CFR 200.321 DEPR and/or requesting entity desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with all applicable Puerto Rico Laws, together with all other applicable laws, statutes and constitutional provisions the procurement of goods or services in connection with recovery projects for minority owned business enterprises.
2. Ensure that competitive and equitable bidding opportunities are followed to afford minority



business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for reconstruction projects and subcontracts.
4. Promulgate and enforce contractual requirements that the general contractor or all construction projects must exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

In addition, DEPR and/or requesting entity will also adhere to and require the Contractors to follow 2 CFR 200.321 requirements which include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, to encourage participation by small and minority businesses and women's business enterprises;
- 5) Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as appropriate;
- 6) Requiring the prime contractor, if subcontracts are to be awarded, to take the five previous affirmative steps.

All participating entities engaged with DEPR and/or requesting entity must make a commitment and demonstrate an acceptable "Good Faith Effort" toward the achievement of contracting M/WBE's.

28. Identifying M/WBEs

In this section M/WBE firms are identified as per the federally recognized definitions. M/WBE certifications are provided by federal, state, and local agencies, and private institutions.

Minority Business Enterprise (MBE) is defined as a business which is at least fifty one percent (51%) owned, operated, and controlled on a daily basis by one or more (in combination) American citizens of ethnic minority and/or gender (e.g. woman-owned) and/or military veteran classifications.

Ethnic minorities businesses include business where owner or principal shareholder(s) pertain to one of the



following ethnic groups: Hispanics, Black Americans, Native Americans, Asian, Asian Pacific, or Hasidic Jews.

MBEs should maintain the size standards that define a small business as defined in Title 13, Chapter 1, Part 121 of the Electronic Code of Regulations ([eCFR :: 13 CFR Part 121 -- Small Business Size Regulations](#))

A Women Business Enterprise (WBE) is a business concern that is at least fifty one percent (51%) owned and controlled by one or more women. The business must be a small business owned by U.S. citizens or Legal Resident Aliens, whose business formation and principal place of business are in the U.S. or its territories and whose management and daily operation is controlled by women.

The Small Business Administration (SBA) offers information on their site regarding qualification requirements for:

- The 8(a) Business Development (BD) Program which offers assistance to firms that are owned and controlled, at least fifty one percent (51%), by socially and economically disadvantaged individual(s);
- The Women-Owned Small Business (WOSB) program which allows set-asides for WOSBs in industries where firms are underrepresented. WOSBs must be at least fifty one percent (51%) owned and controlled by women; or
- The Historically Underutilized Business Zone (HUBZone) Program allows federal contract set-asides for small businesses in economically DEPR and/or Requesting Entityess communities.

The SBA application process begins with a preliminary assessment located at [certify.SBA.gov](#). For more information you can visit the local SBA district office for Puerto Rico and the US Virgin Islands: 273 Ponce de León Ave., Plaza 273, Suite, 510 San Juan, PR; Phone: 787-766-5572; Fax: 787-766-5309.

The Puerto Rico Minority Business Development Agency (MBDA), an agency of the U.S. Department of Commerce, is also a resource for businesses regarding M/WBE certifications: [Minority Business Development Agency \(mbdapr.com\)](#)

Puerto Rico's Minority Supplier Development Council (PRMSDC) additionally provides businesses technical assistance and has an MBE application and certification process which can be located at: <https://www.prmsdc.org/content.cfm?mhid=27&miid=83>. PRMSDC is located: 1225 Ponce de León Ave. VIG Tower, Suite 1505, Santurce, PR 00907-3921; Phone: 787-627-7272; website address: <https://www.prmsdc.org/index.cfm>.

Certified Minority or Women Owned Businesses can also be those who have filed and approved Applications with the Environmental Protection Agency (EPA) the Office of Small Business Programs (OSBP). Applications can be obtained from EPA OSBP, from regional Disadvantaged Business Enterprise (DBE) Coordinators, and from EPA OSBP's website, [Resources for Small Businesses | US EPA](#).



29. Bonds

In accordance with to [2 CFR 200.325](#), bonding requirements are as follows:

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.

- a. **BID BOND:** The bid bond is a provisional guaranty furnished by the bidder for the purpose of ensuring the Government of Puerto Rico that he shall honor his bid throughout the bidding process. The bond shall be furnished signed and in original. If the bond is furnished by a surety company, it shall be issued in favor of the General Services Administration and, if it is furnished in the form of a certified check or postal money order, it shall be payable to the Secretary of the Treasury. The bid bond shall be submitted together with the bid proposal or in a lump sum paid annually.

A bid bond in the amount of ten thousand (10,000) dollars shall be required for this bid. Every bid proposal submitted without the bid bond provided herein shall be rejected.

- b. **PERFORMANCE AND PAYMENT BOND:** This bond shall be a bidder's warranty, whereby the bidder ensures to the Government of Puerto Rico that he shall comply with the terms of the contract resulting from this bid. This bond shall be furnished only by the successful bidder.

The bond shall guarantee that the supplier shall fulfill his obligations in accordance with the terms and conditions of his bid proposal. If supplier fails to fulfill his obligations, and the next supplier should be selected, the price difference shall be covered by this bond. The bond shall be furnished signed and in original. If bond is furnished by a surety company, it shall be issued in favor of the General Services Administration and, if it is furnished in the form of a certified check or postal money order, it shall be payable to the Secretary of the Treasury.

A Performance and Payment Bond in the amount of twenty-five thousand (25,000) dollars each shall be required for this bid.

- c. In addition, the bidder to whom the award is made shall furnish to the Owner Department of Education not later than the date of execution of the Purchase Order, bonds a Performance and a Payment Bond for the amount of one hundred (100) percent of the total of the purchase order, to fulfill faithful performance of the Contract and the payment of all obligations arising thereunder and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.

The Performance Bond and the Payment Bond must be executed by one or more surety companies legally authorized to do business in Puerto Rico and must become effective upon activation of contract and issuance of a Notice to Proceed by DEPR and/or requesting entity. The Bidder will be solely responsible for any costs



associated with obtaining bonds.

Also, the successful Bidder will be required to submit a verification letter annually from the surety confirming that the Bidder is able to provide a payment and performance bond.

30. Corrections Modifications or Withdrawal of Submitted Offers

Offers may be corrected, modified, or withdrawn only in the manner provided in Section 7.3 of Regulation No. 9230.

31. Proprietary Information

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction will not be subject to public disclosure. The firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner. Pricing schedules may not be proprietary. Bidders may not make their entire bid package or pricing confidential under this provision, and the Bid Board reserves the right to evaluate and determine whether confidential designation is both appropriate and permissible.

32. Right to Reject All Bids

The Bid Board may reject all bid offer received if: (1) the bid offers fail to comply with the Instructions, Terms, Conditions, and Specifications; (2) prices are unreasonable; (3) there is collusion among bidders; or (4) the best economic interests of the Government of Puerto Rico may be affected.

33. Insurance Requirements

The Bidder agrees that if selected, upon Contract Award and at Bidder's sole expense, Bidder must procure and maintain the following minimum insurances with insurers authorized to do business in Puerto Rico and provide insurance required by DEPR and/or requesting entity or the regulatory agency that granted the funds.

- **Pollution Liability Insurance**

\$1,000,000 Claims Made Contractor must provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

- A. All insurance policy must be endorsed, specifically or generally, to include the following as Additional Insured: Government of Puerto Rico and the Requesting Entity.



- B. Minimum insurance amount is required for each of the types of insurance policies required:
[See Special Conditions L of Attachment XVI]
- C. Before commencement of any work or event, Bidder must provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- D. Bidder must have no right of recovery or subrogation against DEPR and/or requesting entity (including its officers, agents, and employees), it being the intention of the parties that the insurance policies so affected must protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- E. The Government of Puerto Rico must have no liability with respect to Bidder's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of the Bidder.
- F. Notwithstanding the notification requirements of the Insurer, the Bidder hereby agrees to notify DEPR and/or requesting entity's Insurance Manager two (2) days before of the cancellation or substantive change of any insurance policy set out herein. DEPR and/or requesting entity, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance must note in the Description of Operations the agency name and the contract number. Insurance procured by Bidder must not reduce nor limit Bidder's contractual obligation to indemnify, save harmless and defend DEPR and/or requesting entity for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. Certificate Holder must be listed as follows:
DEPR and/or requesting entity
Attention: DEPR and/or requesting
entity Secretary
San Juan, PR

If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor must ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Any failure of DEPR and/or requesting entity to demand or receive proof of insurance shall not constitute a waiver of Contractor's obligation to obtain the required insurance. The receipt of any certification does not constitute an agreement by DEPR and/or requesting entity that the insurance requirements in the contract have been fully met or that the insurance policies indicated on the certificate complies with all contract requirements.



34. Termination Clauses

Contractor acknowledges the following Failure to Provide Services Procedures.

A. Failure to Provide Service

If the Contractor fails to provide any services described in the contract, or fails to meet any obligations contained therein, DEPR and/or requesting entity and ASG reserves the right to terminate the contract by providing written notices to the Contractor.

The Contractor will have a First Notice to Cure, including the submittal of a To Cure Plan within 3 days after notice, followed by 7 days cure the default period.

If said default cannot be cured within the First Notice to Cure period, a second 7 days' written Notice to Cure will be issued to the Contractor.

If default is not cured following the second To Cure period, DEPR and/or requesting entity or ASG may demand its own timetable or terminate the contract.

B. Authority to Terminate

The DEPR and/or requesting entity is authorized to terminate any contract made on behalf of the master contract. ASG Administrator is authorized to cancel the contract resulting from this seal bid on behalf of ASG.

C. Termination for Convenience

The ASG must have the right to terminate the contract without cause and at its convenience, with immediate written notice to the Contractor.

D. Force Majeure

It is mutually understood and agreed that the contract holder must be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder must give DEPR and/or requesting entity prompt oral notification followed by written notice of the and estimated duration of said Force Majeure.

E. Law to Govern

The parties acknowledge that the contract is made and entered in Puerto Rico and will be performed in Puerto Rico. The parties further acknowledge and agree that Puerto Rico law must govern all the rights, obligations, duties, and liabilities of the parties under contract and that Puerto Rico law must govern the



interpretation and enforcement of the contract and all legal matters relating to the contract. The parties further agree that all legal actions proceeding relating to the contract must be brought in a court of competent jurisdiction in San Juan, Puerto Rico. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive all objections that they may have with respect to venue in any court sitting in San Juan, Puerto Rico.

35. Contract Terms and Conditions

Contract Term: The contract executed pursuant to this bid shall be effective for two (2) years, to be counted from the execution thereof. The Administrator may authorize amendments to the contract in order to extend the effective term thereof in accordance with the provisions of Regulation No. 9230. The vendor shall be notified in writing before the expiration date of the contract of ASG's intent to extend the same. Amendments shall be made through an "Amendment" document, which shall include the signatures of the parties.

DEPR and/or requesting entity DEPR and/or requesting entity

Permits, Licenses, and Applicable Laws and Regulations: Any and all permits required will be the Contractor's responsibility. Contractor must adhere to all Federal, State and Municipal applicable laws, as well as FEMA and other Federal policies in place at the time of contract activation. Contracts which costs are anticipated to be funded, in whole or in part, with federal funds shall comply with any term and condition specified by the awarding federal agencies. This include but is not limited to the requirements of 2 C.F.R. § 200.320, et seq. and 2 C.F.R. Part 200 and any applicable Office of Management and Budget (OMB) circulars. By submitting a proposal under this Formal Bid, Contractor acknowledges and represents it is or will be able to comply with the federal terms and conditions that may apply, as described in **Attachment XIV**, Minimum Federal terms, and Conditions.

For any contract resulting from this bid, compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et. al" will be required. Links to the FEMA Super Circular are listed below:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
<https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

For any contract resulting from this seal bid, compliance with **HUD General Provisions** will also be required due to the possibility of using match funding from HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) program managed by the Puerto Rico Department of Housing. Link to their Procurement Manual and Contractual Requirements for CDBG-DR: https://www.cdbg-dr.pr.gov/wp-content/uploads/2019/09/2018-11-08_CDBG-DR-Procurement-Guide-Ingles.pdf

As a Federally funded activity, Rehabilitation work and improvements to public school's activities must comply with all applicable Federal laws, policies, and standards; noncompliance with this requirement may jeopardize the receipt of federal funds.



All required permits must be issued by the State or Federal regulatory agencies, as applicable, prior to initiating any site activity. Work performed without the corresponding permits will not be paid to the recipient or Contractors who performed the work. Contractors who do not obtain the proper permits and or do not follow permit requirements, applicable laws, and or regulations will be solely responsible for any costs associated with work deemed ineligible for reimbursement (with Federal or State funds), or for any fines, penalties, legal actions, or remediation requirements that may result. In entering a contract with DEPR and/or requesting entity, Contractor must indemnify DEPR and/or requesting entity, the Government of Puerto Rico, and their other agents, suppliers and assigns from any such costs or responsibilities.

Contractors must follow the Uniform General Conditions for Public Works Contracts in Puerto Rico. Access to the full document is given through the following link:
<http://app.estado.gobierno.pr/ReglamentosOnLine/Reglamentos/7998.pdf>.

Liquidated Damages are determined as presented in **Attachment XI** (Liquidated Damages), as identified in Regulation #9230.

Contractors will be solely responsible for any damages that may occur to people or property in the performance of work, be they accidental or due to negligence, and must fully repair and take all other necessary corrective actions required to resolve all damages or claims prior to submitting costs to DEPR and/or requesting entity for reimbursement. Unless adjudicated by a court of law, DEPR and/or requesting entity will be solely responsible for determining corrective actions and certifying that such actions are sufficient and appropriate. A certification from DEPR and/or requesting entity and/or the injured party is required to document and demonstrate that appropriate corrective actions were taken, and that the situation was resolved prior to payment.

The Contractor must have and maintain a valid and appropriate business license (if applicable), meet all Local, State, and Federal codes, and have current all required Local, State, and Federal licenses.

Taxes, Patents, Liability, and Worker's Compensation: All municipal, payroll, and other taxes, patents, liability, and worker's compensation are the sole responsibility of the Contractor. The Contractors must comply and must make their subcontractors comply with all requirements, as applicable, of the Municipality Construction Tax and Patents laws and regulations. The Contractor understands that an employer/employee relationship does not exist under this contract.

On-Site Project Manager: The Contractor must designate an on-site Project Manager. The Project Manager must provide a telephone contact number to DEPR and/or requesting entity where he or she can be reached throughout the duration of the project. The Project Manager will be expected to have project meetings with DEPR and/or requesting entity or its authorized representatives as requested by the DEPR and/or requesting entity. Project Meeting topics will include, but not limited to, project status and completion progress, and DEPR and/or requesting entity/Contractor coordination for areas to be impacted by the work. The Contractor's Project Manager must be available twenty-four (24) hours a day, or as required by DEPR and/or requesting entity.



Safety: The Contractor will be solely responsible for maintaining safety at all work sites. The Contractor must take all reasonable steps to ensure safety for both workers and visitors at the work site. Safety at the site includes traffic control such as traffic cones and flag personnel. The Contractor will also be solely responsible for ensuring that all OSHA requirements are met and that a safety officer is assigned to the project for the duration of this Contract. Contractors who do not follow required and other reasonable safety requirements will be solely responsible for any costs associated with work deemed ineligible for reimbursement (with Federal or State funds), or for any fines, penalties, legal actions, awards, or corrective actions that may result.

Inspections: The work of removing any material in the works carried out by the contractor in the schools must be subject to inspection by DEPR and/or requesting entity and its authorized representatives. Inspections will be conducted to ensure compliance with the Contract and applicable Local, State and Federal laws. The Contractor must grant DEPR and/or requesting entity access to all work sites. The Contractor will work closely with DEPR and/or requesting entity, state authorities, FEMA and other agencies to ensure works and documentation is complete and accurate.

Debris Removal Standard of Performance: All debris identified by DEPR and/or requesting entity must be removed. Partial removal of debris piles is prohibited. No single piece of debris must be left on site, and each property must be left in generally clean and safe condition.

Documentation: Contractors must perform the following activities and provide the following documentation:

- a) Provide documentation of work as directed/requested by DEPR and/or requesting entity.
- b) Provide written and oral status reports as directed/requested by DEPR and/or requesting entity.
- c) Review documentation to be provided to DEPR and/or requesting entity for accuracy and completeness and verify all work was completed as described.

Indemnification: The Bidder agrees that, if selected, upon Contract Award, agrees to protect, defend, indemnify and hold the Government of Puerto Rico, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Bidder, its officers, employees, subcontractors or agents. Bidder further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Assumption of Ineligible or Unauthorized Costs: The Contractor must be solely responsible for any and all costs incurred under this engagement that are the result of Contractor negligence, lack of adherence to the approved scope of work, purposeful or inadvertent damages to people or property (and any necessary or awarded costs to rectify same), or any other action or inaction that may result in costs being deemed in violation of law, regulation, or policy and/or being found ineligible for reimbursement by Federal, State, or other sources. Said costs must not be billed to nor reimbursed by DEPR and/or requesting entity.

Uniforms: Employees in the project area, must have a T-shirt identified with the name of the company they



represent.

Discretionary Action: DEPR and/or requesting entity reserves the right to require the Contractor to dismiss or remove from the project any workers or subcontractors as DEPR and/or requesting entity deems necessary.

36. Evaluation Criteria and Award Procedure

The Bid Board will review and evaluate all bids submitted prior to awarding the bid. At any time during the evaluation period, the Board or ASG may communicate with the bidders or summon public meetings to obtain clarification on the bids. The purpose of these clarifications is not to obtain additional information that was not originally presented in the offer, but to gain a better understanding of the content provided.

The bid will be awarded to that responsive bidder whose offer complies with the General Instructions, Terms, Conditions, and Specifications, and represents the best value for the Government of Puerto Rico.

To determine which offer is the most convenient and beneficial, price will not necessarily be taken into consideration as the main factor, but also compliance with the Terms, Conditions, Specifications and Warranty required in this auction. The bidder's past performance and technical approaches may be considered by the Bid Board when awarding the bid. The technical approach will be evaluated in order to determine the capacity of the bidder to satisfactorily comply with the requirements.

Prices will be evaluated to determine their reasonableness. However, an award may not be awarded to the lowest bidder if, in the judgment of the Bid Board, a bidder offers a higher price, but their bid represents the best value when also considering requirements. technicians, delivery term, past performance, warranty, among others.

Once the Bid Board makes the final decision, the Secretary will notify the same in writing to all bidders who attended.

Notification of the award of the bid shall not constitute a formal agreement between the parties. It will be necessary for the corresponding contract to be signed or a purchase order issued.

a) AWARD COMMITMENT: No bidder shall be authorized to commence without a contract being awarded and signed and a notice to proceed issued. Therefore, no government agency or instrumentality will guarantee any payment until a contract is signed and a notice to proceed is issued

37. Administrative Review

The party adversely affected by a decision of the Bid Board may, within a term of twenty (20) days from the deposit in the federal mail or email notifying the auction award, submit a request for review before the Bid Review Board of the ASG.



The appellant shall provide notice with a copy of the request for administrative review to the adversely affected Administration and Bid Board; they shall simultaneously also provide notice to the provider that was awarded the bid. This requirement is of a jurisdictional nature. In the review document itself, the appellant shall certify to the Bid Review Board its compliance with this requirement. The notice must be provided through certified mail with acknowledgement of receipt and e-mail. The appellant must provide notice, furthermore, to all the bidders that participated in the bidding process.

If so requested by the adversely affected party, the Bidder adversely affected shall provide them with both the mailing addresses and e-mail addresses that the participating providers have reported during the challenged bidding process.

38. Rejection or Cancellation of Bids

Issuance of this BIDDING PROCESS does not constitute a commitment to award a contract. The Bid Board reserves the right to accept or reject, in whole or part, and without further explanation, any or all offers submitted, and/or cancel this BID and reissue it or another version of it, if ASG or the Bid Board deems that doing so is in the best interest of the Government. The bidder acknowledges the right of the Bid Board to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Bid Board to reject a bid if the bidder failed to furnish any required bidding documents, or if the bid is in any way incomplete or irregular.

Additionally, the Government reserves the right to make investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any and all Bidders submitting offers in response to this BID. Any appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a offer(s). In the event that any or all offers are rejected, the Government reserves the right to re-solicit offers.

39. Specifications and Waiver Informalities

The specifications hereto attached shall serve as a guide to describe in detail the product or service requested. Once ASG certifies the specifications, bidders are bound to fully comply with each one of the details described therein. Therefore, the Bid Board reserves the right to waive any informalities or minor difference in the terms and conditions, if it fulfills the purpose for which it was requested and is in the best interest of the Government of Puerto Rico. Deviations shall not substantially affect the quality, capacity or essential characteristics of the products or services requested.

40. Errors and Omissions in Offer

The Bid Board reserves the right to reject an offer that contains a substantial error or omission. ASG also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Bidder, without opening clarifications for all Bidders.

41. Cost of Preparing Offer



All costs associated with the response to this offer are the sole responsibility of the Bidder.

42. Communications

Communications with other Government representatives in connection with any matter related to the contents of this bid document shall be prohibited during the bid selection and presentation process. Failure to comply with this restriction may result in the rejection of your offer. All communications shall be conducted via the following email: juntadesubastas@asg.pr.gov.

Bidders shall submit all questions or concerns in relation to this bid document to the following email: preguntas@asg.pr.gov.

Any information or public notice related to this bid shall be posted by the Bid Board on ASG's website [Reforma de Compras](#). Any information, public notice, or amendment related to this bid shall be made in writing with ASG and the Bid Board's proper authorizations.

43. Bidder's Certifications

Through the act of submitting an offer, the person signing on behalf of the Bidder certifies, under penalty of perjury, that, to the best of the Bidder's and such person's knowledge and understanding, that:

1. The Proposed Methodology and the Price Approach in the offer has been prepared independently without collusion, consultation, communication, or agreement, with the purpose of restricting competition regarding any matter related to such pricing, methodology approach, and past performance with any other Bidder or with any other competitor who is not a Bidder.
2. Unless otherwise required by law, the Proposed Methodology and Price Approach has not been knowingly disclosed by the Bidder and will not be knowingly disclosed by the Bidder prior to the offer submission deadline, directly or indirectly, to any other Bidder or to any other competitor who is not a Bidder.
3. The Bidder has not attempted or will not make any attempt to induce any other person, partnership, corporation, or government entity to submit or not submit a offer in order to affect competition.
4. The Bidder is not in default or in default with the Government for any debt or contract, that it has not breached any obligation with the Government and that it has not been declared "not responsible" nor has it been disqualified from doing business by the Government, no other State of the Union or with the federal government, nor is there any pending procedure related to the responsibility or qualification of the Bidder to receive public contracts.
5. The Bidder knows and agrees to comply with all the terms and conditions of this BID and the Bidding Documents.

**44. Confidentiality of Responses & Proprietary Information**

Upon completion of this BID process and after the award has been announced, ASG will make public its report regarding the selection process, which shall contain specific information included in the offer and related to the process. ASG will not divulge information designated by the Bidder in the offer as confidential, proprietary, or privileged because it is related to trade secrets, pricing, and proprietary or privileged information. All information considered by the Bidder as confidential, proprietary, and privileged needs to be designated as such in the offer.

1. Ownership of Submitted Offer

All materials submitted in response to this bid shall become the property of ASG. Selection or rejection of an offer does not affect this provision.

45. General Requirements

Type of Organization: The Contractors may be individuals doing business as, Corporations, Partnerships or Joint Ventures duly organized under the laws of the Government of Puerto Rico, or foreign business organizations authorized to do business in Puerto Rico and registered under the Puerto Rico General Services Administration Registro Único de Licitadores (Bidders Sole Register). Also, refer to Registration on RUL above.

In the case of partnerships or joint ventures that have been formed by the constitution of a legal entity independent of its partners and registered in the Department of State of Puerto Rico, it will be said legal entity that will be obliged to comply with each of the requirements required by DEPR and/or requesting entity to participate in the BID or the alternative method of selection chosen. New legal entities created within 18 months prior to publication date of this BID, will be evaluated on their individual members' experience, references, and financial capacity.

Structures, and Conflicts will result in the rejection of the offer. The Bid Board will corroborate this information.

Each Contractor's principals, officers, directors, and partners must be in good standing with DEPR and/or requesting entity and the Government of Puerto Rico, and with any Federal or Local agency that has or had a contractual relationship with the Contractor or any of its principals, officers, directors, and partners. Therefore, if a State, Federal or Local agency has terminated any contract with a Contractor for default, the Contractor will not be eligible to submit a offer in response to this bid.

In addition, each Contractor must certify that none of its principals, directors, officers, or partners has been convicted or is under any investigation by any State, Federal forum, or in any other country, of the crimes identified under Law Number 2 of January 4th, 2018 (Anti-corruption code for the New Puerto Rico).



Certifications must encompass the prior experience of any and all principals, officers, directors and partners of the Contractor, including prior corporate entities.

Further, the Contractor certifies, to the best of his or her knowledge and belief, that: 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.

In addition, the Contractor must disclose the following information as part of their offer:

- Actual, apparent and potential conflicts.
- Ownership interests in businesses associated in any way with the program.
- Identification of Officers, Directors, and Partners of bidding entities; and
- Overlapping ownership interests or Directorships in other companies.

Conflicts: All Contractors must certify that neither the Contractor nor any employee thereof has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State law and regulations.

Cooperation with Investigations: Every person, bidder, or contractor shall cooperate with any investigation initiated by the state or federal government in connection with business transactions, the execution of contracts or the granting of government incentives to which he was a party or from which he benefited directly or indirectly.

46. Contracting Requirements

All Contractors are advised that the selected Contractor must comply with all public contracting requirements set forth in the Treasury Department's Circular Letter No. 1300-25-14, dated March 10, 2014, in connection with payment of income, and personal and real property taxes. The selected Contractors, upon Notice of Award, must submit all certifications required under the cited circular letter.

Also, the selected Contractors must be prepared to submit all certifications in compliance with Puerto Rico Treasury Department's requirements for contracting with the government regarding income and property (CRIM) taxes. These requirements are in accordance with Circular Letter No. 1300-13-97, dated April 11, 1997 stating instructions for the implementation of Administrative Bulletin No. OE-1991-24 from the Governor's Office dated August 18, 1991 amended by Administrative Bulletin No. OE-1992-52 from the Governor's Office dated August 28, 1992.



By submitting a BID, Bidders agree that if their BID is accepted, they will enter a contract with DEPR and/or requesting entity, for the term set forth in this BID (as defined in the BID), including all exhibits and attachments hereto. Each Bidder also accepts all terms and conditions of this BID and any amendment thereof.

Other Contractor Requirements. Once a Contract has been signed, the Contractors must adhere to the following laws and regulations:

- a) **Adherence to PR Law 173:** If at any time Contractors require services related to the use of engineers, architects and surveyors, Contractors must comply with contracting requirements in accordance with PR Law 173, August 12, 1988, as amended.
- b) **Environmental Preservation:** As a Federally funded activity, the Contractors must comply with all applicable environmental laws and regulations. Noncompliance with this requirement may jeopardize the receipt of Federal funds.
Obtaining appropriate permits is the responsibility of the Contractors performing the work. All required permits must be issued by the State or Federal regulatory agencies, as applicable, prior to initiating any site activity. Work performed without the corresponding permits will not be paid to the recipient or Contractors who performed the work.
- c) **Equal Opportunity Employment and Use of Small, Minority, and Woman-Owned Businesses:** DEPR and/or requesting entity is an equal-opportunity employer and strongly encourages Bidders to include and involve small, minority, and woman-owned businesses as part of their offers. Contractors must comply with all applicable labor laws and regulations including, without limitation, Fair Labor Laws, Equal Employment Opportunity Program requirements, unemployment tax, temporarily disabled tax, worker's compensation, and social security taxes.

47. Manner of Billing and Payments

Each invoice for goods or services submitted to the agencies shall include the following certification:

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

Agencies shall process payment in accordance with the provisions of Circular Letter 1300-02-10 of the Department of the Treasury, which provides that "[it shall be the responsibility of the agencies to require the provider to submit invoices on or before ten (10) days from the completion, period or date of delivery of the good or service."



48. Local Preference

In any purchase process, ASG and the Bid Board will fully comply with the following preference policies, enshrined in the following legal provisions:

- a. **Act 14-2004**, as amended, known as the “Law for the Investment of the Puerto Rican Industry”;
- b. **Act 129-2005**, as amended, known as the “Procurement Reserves Law of the Government of the Commonwealth of Puerto Rico”;
- c. **Act 253-2006**, known as the “Law of Multiple Selection Contracts in Procurement Processes”;
- d. **Act 42-2018**, as amended, known as the “Preference Law for Contractors and Local Construction Suppliers”.

ASG will fully comply with certain measures that ensure compliance with the aforementioned public policy and with any other public policy provision that encourages local capital companies to increase their business opportunities, with the purpose of creating more and better jobs for the citizens.

- a. **USE OF PERCENT OF PREFERENCE:** The bidder who wishes that their preference percentage be acknowledged shall present the resolution granted by the Board of Investment in the Puerto Rican Industry, by the Puerto Rico Trade and Export Company or any other governing body, along with your offer in order to validate your preference. The resolution must provide the line or lines to which the preference has been granted.
- b. **ASSIGNMENT OF THE PERCENT OF PREFERENCE:** The bidder who has obtained the percentage of preference for manufacturing any of its products, may assign it to its agents established in Puerto Rico by means of a notarized letter in which it expressly indicates that it is assigning to each agent the percentage of preference granted for said product by the Board of Investment in the Puerto Rican Industry or any other governing body. Said letter must be approved and stamped with the official seal of the governmental entity that issues it.
- c. **APPLICATION OF THE PERCENT OF PREFERENCE:** If after applying the percent of preference, the items remain on equal terms, the award will be made in the following order: (1) products from Puerto Rico; (2) products from USA; and (3) foreign products.
- d. **UPDATED ISSUED RESOLUTION:** In every purchase made under a contract or purchase order as a result of this bidding document, the bidder who has obtained a preferential percent for their products, must present at the time of each purchase, the current resolution issued by the Board of Investment in the Puerto Rican Industry, by the Puerto Rico Trade and Export Company, or any other governing body. If the current resolution is not presented, the bidder will not be able to enjoy the benefits of said laws.

ASG and the Bid Board does not discriminate based on race, color, gender, origin, social status, political ideas or religious beliefs, nationality, being an actual or perceived victim of domestic violence, sexual assault, or stalking, veteran status, actual or perceived sexual identity or orientation, physical, mental or sensory disability.



49. FOMB Contract Review

All contracts resulting from this bid are subject to review by the FOMB in accordance with FOMB contract review policy and related amendments. Please refer to the FOMB Contract Review Policies available at [Contract Riview](#).



General Services Administration
Government of Puerto Rico

BID PROPOSAL

Date: _____

Company Name / Bidder No.

[] Private business, [] Corporation, or [] Association, hereby submits its proposal.

Employer Identification Number: _____

I acknowledge that I have read all the instructions, terms, conditions, and clauses of the bid documents; that I understand and agree to comply with all the clauses expressed therein and in the contract. I certify further that I shall honor my bid proposal during the effective term of the contract.

The address provided in this bid proposal is my mailing address.

I, _____, CERTIFY that I am authorized to sign this bid proposal and that my name and signature are registered in the Registry of Bidders.

Print Name

Signature

Position or title

Mailing Address:

Street Address:

Telephone and Fax Numbers:

Email:

Foreign Corporation

Name of Registered Agent

Address

Telephone and Fax Number



General Services Administration
Government of Puerto Rico

UNINCORPORATED BUSINESS OWNER OR PRINCIPAL PARTNER AUTHORIZATION

**THIS FORM SHALL BE COMPLETED BY UNREGISTERED BUSINESS OWNERS
OR TO CHANGE THE PERSON AUTHORIZED TO SIGN BID PROPOSALS IN THE SINGLE
REGISTRY OF BIDDERS**

I, _____ of legal age, _____, resident of _____, Puerto Rico, Employer Identification Number _____ and owner/principal partner of _____ that is not a corporation, hereby AUTHORIZE _____ to appear on my behalf and on behalf of the aforementioned business in the bids of the Government of Puerto Rico, and commit to honor the prices offered by him in these bids.

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

Print name

Signature

Sworn to and subscribed before me, "Authorization to Appear in Bids of the Government of Puerto Rico," issued by affiant whose personal circumstances are stated above and () who is personally known to me or () who has produced _____ as identification.

In _____, Puerto Rico, this _____ day of _____, 20____.

NOTARY PUBLIC



ASG - 674
Rev. Dec. 2013

General Services Administration
Government of Puerto Rico

Formal Bid No. 22-2841

ATTACHMENT III



CERTIFICATE OF CORPORATE RESOLUTION

I _____, of legal age, (marital status) _____, (profession) _____, and resident of _____, in my capacity as Secretary of Corporation _____, do hereby certify:

That, at regular/special meeting of the Board of Directors held on the _____ day of _____, 20____, a quorum being present resolved to authorize the officers named below, so that any of them, in the name and on behalf of this corporation, may appear in the acquisition of goods and nonprofessional services process conducted by the agencies of the Executive Branch of the Government of Puerto Rico, public corporations, and municipalities, as well as to sign bid proposals and execute any type of document required as part of said appearance; therefore, their signatures, which are provided herein below, bind this Corporation.

Name, signature and position of person authorized to sign proposals.

Name, signature and position of person authorized to sign proposals.

Name, signature and position of person authorized to sign proposals.

AND IN WITNESS WHEREOF, I sign and seal this Certificate with the seal of the Corporation, in _____, Puerto Rico, this _____ day of _____, 20____.

Secretary of the Corporation

Affidavit No.: _____

SWORN TO AND SUBSCRIBED before me by _____, of legal age, _____ and resident of _____, in his or her capacity as Secretary of the Corporation, who has produced _____ as identification, in _____, Puerto Rico, this _____ day of _____, 20____.

NOTARY PUBLIC



ATTACHMENT IV

ASG - 673
Rev. Dec. 2013

General Services Administration
Government of Puerto Rico



AFFIDAVIT OF SOLE PROPRIETORSHIP

I _____, in my personal capacity, of legal age (marital status,) _____
(profession) _____, and resident of _____, do solemnly swear and DECLARE
THE FOLLOWING:

1. That my name and other personal circumstances are those stated above.
2. That I appear as the sole owner of a business.
3. That the business name of my business (DBA) (if applies), is the following,
_____.
4. That the purpose of the business I represent is to provide the following goods, works, and/or services to the different government agencies, public agencies, and municipalities that carry out goods and nonprofessional services acquisition processes: _____

_____.
5. That the following persons, whose signatures appear in this document, are authorized to sign, in the name and on behalf of the business, bid proposals submitted as part of the goods and nonprofessional services acquisition processes conducted by the different agencies, public corporations, and municipalities of the Government of Puerto Rico.
6. That the signatures of the persons appearing in this document bind the business I represent in the goods and nonprofessional services acquisition processes conducted by the agencies of the Executive Branch of the Government of Puerto Rico, public corporations, and municipalities. Likewise, said persons are authorized to sign bid proposals and execute any type of document required as part of said appearance.

Name, signature and position of person authorized to sign proposals.

Name, signature and position of person authorized to sign proposals.

Name, signature and position of person authorized to sign proposals.



7. That I sign this Affidavit for the purpose of meeting the Single Registry of Bidders (RUL) enrollment requirements and for any other pertinent administrative and/or legal purpose.

IN WITNESS WHEREOF, I swear and sign this affidavit in _____, Puerto Rico this, _____ day of _____, 20____.

AFFIANT

Affidavit Number: _____

SWORN TO AND SUBSCRIBED before me by _____, of the personal circumstances stated above, who has produced _____ as identification, in _____, Puerto Rico, this _____ day of _____, 20____.

NOTARY PUBLIC



PRICE WORKSHEET
FORMAL BID 22-2841

ATTACHMENT V



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 1: San Juan, Guaynabo, Trujillo Alto & Carolina

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



PRICE WORKSHEET
FORMAL BID 22-2841

ATTACHMENT V



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 1: San Juan, Guaynabo, Trujillo Alto & Carolina

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (including surface preparation)	Square FT		
24	Furnishing and Installation of 3/4" Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (including deliver and pick-up)	Weekly		



PRICE WORKSHEET
FORMAL BID 22-2841

ATTACHMENT V



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 1: San Juan, Guaynabo, Trujillo Alto & Carolina

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
28	Furnishing or Rent of Scissors Lift (Including deliver and pick-up)	Weekly		
29	Furnishing or Rent of Truck Crane with Basket (Including deliver and pick-up)	Weekly		
30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



PRICE WORKSHEET
FORMAL BID 22-2841

ATTACHMENT V



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 1: San Juan, Guaynabo, Trujillo Alto & Carolina

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 2: Cataño, Toa Baja, Toa Alta, Bayamon, Naranjito, Corozal, Morovis & Orocovich.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 2: Cataño, Toa Baja, Toa Alta, Bayamon, Naranjito, Corozal, Morovis & Orocovis.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (including surface preparation)	Square FT		
24	Furnishing and Installation of ¾" Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (including deliver and pick-up)	Weekly		



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 2: Cataño, Toa Baja, Toa Alta, Bayamon, Naranjito, Corozal, Morovis & Orocovich.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
28	Furnishing or Rent of Scissors Lift (Including deliver and pick-up)	Weekly		
29	Furnishing or Rent of Truck Crane with Basket (Including deliver and pick-up)	Weekly		
30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 2: Cataño, Toa Baja, Toa Alta, Bayamon, Naranjito, Corozal, Morovis & Orocovis.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 3: Dorado, Vega Alta, Vega Baja, Manati, Ciales, Barceloneta, Florida, Arecibo, Hatillo, Camuy, Quebradilla & Lares

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 3: Dorado, Vega Alta, Vega Baja, Manati, Ciales, Barceloneta, Florida, Arecibo, Hatillo, Camuy, Quebradilla & Lares

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (Including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (Including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (Including surface preparation)	Square FT		
24	Furnishing and Installation of 3/4" Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (Including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (Including deliver and pick-up)	Weekly		



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FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 3: Dorado, Vega Alta, Vega Baja, Manati, Ciales, Barceloneta, Florida, Arecibo, Hatillo, Camuy, Quebradilla & Lares

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
28	Furnishing or Rent of Scissors Lift (Including deliver and pick-up)	Weekly		
29	Furnishing or Rent of Truck Crane with Basket (Including deliver and pick-up)	Weekly		
30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 3: Dorado, Vega Alta, Vega Baja, Manati, Ciales, Barceloneta, Florida, Arecibo, Hatillo, Camuy, Quebradilla & Lares

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



PRICE WORKSHEET
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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 4: Isabela, Aguadilla, Aguada, Moca, Rincon, Anasco, San Sebastian, Mayaguez, Las Marias, Maricao, Hormigueros, San German, Sabana Grande, Lajas & Cabo Rojo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



PRICE WORKSHEET
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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 4: Isabela, Aguadilla, Aguada, Moca, Rincon, Anasco, San Sebastian, Mayaguez, Las Marias, Maricao, Hormigueros, San German, Sabana Grande, Lajas & Cabo Rojo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (Including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (Including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (Including surface preparation)	Square FT		
24	Furnishing and Installation of $\frac{3}{4}$ " Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (Including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (Including deliver and pick-up)	Weekly		



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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 4: Isabela, Aguadilla, Aguada, Moca, Rincon, Anasco, San Sebastian, Mayaguez, Las Marias, Maricao, Hormigueros, San German, Sabana Grande, Lajas & Cabo Rojo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
28	Furnishing or Rent of Scissors Lift (Including deliver and pick-up)	Weekly		
29	Furnishing or Rent of Truck Crane with Basket (Including deliver and pick-up)	Weekly		
30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 4: Isabela, Aguadilla, Aguada, Moca, Rincon, Anasco, San Sebastian, Mayaguez, Las Marias, Maricao, Hormigueros, San German, Sabana Grande, Lajas & Cabo Rojo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



PRICE WORKSHEET
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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 5: Ponce, Coamo, Santa Isabel, Villalba, Juana Diaz, Jayuya, Utuado, Adjuntas, Penuelas, Guayanilla, Yauco & Guanica.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



**PRICE WORKSHEET
FORMAL BID 22-2841**



**TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO**

Zone 5: Ponce, Coamo, Santa Isabel, Villalba, Juana Diaz, Jayuya, Utuado, Adjuntas, Penuelas, Guayanilla, Yauco & Guanica.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (Including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (Including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (Including surface preparation)	Square FT		
24	Furnishing and Installation of $\frac{3}{4}$ " Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (Including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (Including deliver and pick-up)	Weekly		



**PRICE WORKSHEET
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**TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO**

Zone 5: Ponce, Coamo, Santa Isabel, Villalba, Juana Diaz, Jayuya, Utuado, Adjuntas, Penuelas, Guayanilla, Yauco & Guanica.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
28	Furnishing or Rent of Scissors Lift (Including deliver and pick-up)	Weekly		
29	Furnishing or Rent of Truck Crane with Basket (Including deliver and pick-up)	Weekly		
30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 5: Ponce, Coamo, Santa Isabel, Villalba, Juana Diaz, Jayuya, Utuado, Adjuntas, Penuelas, Guayanilla, Yauco & Guanica.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



PRICE WORKSHEET
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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 6: Caguas, Gurabo, Aguas Buenas, Cidra, Comería, Barranquitas, Aibonito, Cayey, Salinas, Guayama & Arroyo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 6: Caguas, Gurabo, Aguas Buenas, Cidra, Comería, Barranquitas, Aibonito, Cayey, Salinas, Guayama & Arroyo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (including surface preparation)	Square FT		
24	Furnishing and Installation of $\frac{3}{4}$ " Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (including deliver and pick-up)	Weekly		



PRICE WORKSHEET
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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 6: Caguas, Gurabo, Aguas Buenas, Cidra, Comería, Barranquitas, Aibonito, Cayey, Salinas, Guayama & Arroyo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
28	Furnishing or Rent of Scissors Lift (Including deliver and pick-up)	Weekly		
29	Furnishing or Rent of Truck Crane with Basket (Including deliver and pick-up)	Weekly		
30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



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TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 6: Caguas, Gurabo, Aguas Buenas, Cidra, Comería, Barranquitas, Aibonito, Cayey, Salinas, Guayama & Arroyo.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



**PRICE WORKSHEET
FORMAL BID 22-2841**



**TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO**

**Zone 7: Loiza, Canovanas, Juncos, Rio Grande, Luquillo, Fajardo, Ceiba, Naguabo, Las Piedras, Humacao, San Lorenzo, Yabucoa,
Maunabo & Patillas.**

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 7: Loiza, Canovanas, Juncos, Rio Grande, Luquillo, Fajardo, Ceiba, Naguabo, Las Piedras, Humacao, San Lorenzo, Yabucoa,
Maunabo & Patillas.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (including surface preparation)	Square FT		
24	Furnishing and Installation of $\frac{3}{4}$ " Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (including deliver and pick-up)	Weekly		



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**Zone 7: Loiza, Canovanas, Juncos, Rio Grande, Luquillo, Fajardo, Ceiba, Naguabo, Las Piedras, Humacao, San Lorenzo, Yabucoa,
Maunabo & Patillas.**

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
28	Furnishing or Rent of Scissors Lift (Including deliver and pick-up)	Weekly		
29	Furnishing or Rent of Truck Crane with Basket (Including deliver and pick-up)	Weekly		
30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



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Zone 7: Loiza, Canovanas, Juncos, Rio Grande, Luquillo, Fajardo, Ceiba, Naguabo, Las Piedras, Humacao, San Lorenzo, Yabucoa,
Maunabo & Patillas.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



PRICE WORKSHEET
FORMAL BID 22-2841



**TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO**

Zone 8: Vieques & Culebra

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
General Works				
1	Preparation and Submission of As-Built Architectural Drawings	School		
2	Water Blasting of Exposed Concrete Surfaces at Project's Site	Square FT		
3	Water Blasting, Cleaning and Fungus Removal of Exterior Concrete/Masonry Surfaces to be Painted	Square FT		
4	Preparation, Cleaning and Fungus Removal of Interior Concrete/Masonry Surfaces to be Painted	Square FT		
5	Repair of non-structural Cracking and Damages on Exterior Concrete/Masonry Surfaces	Square FT		
6	Repair of non-structural Cracking and Damages on Interior Concrete/Masonry Surfaces	Square FT		
7	Restoring of Cement Plaster Finishing on Exterior Concrete/Masonry Surfaces	Square FT		
8	Restoring of Cement Plaster Finishing on Interior Concrete/Masonry Surfaces	Square FT		
9	Repair of Damaged Section of Exterior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
10	Repair of Damaged Section of Interior Concrete Surface with Exposed Reinforced Steel Bars (Laminación)	EACH		
11	Application of Primer Product on Exterior Concrete/Masonry Surfaces	Square FT		



PRICE WORKSHEET
FORMAL BID 22-2841



TO ESTABLISH CONTRACTS FOR GENERAL PAINTING SERVICES AND PREVENTIVE MAINTENANCE FOR THE
PUBLIC SCHOOLS OF THE GOVERNMENT OF PUERTO RICO

Zone 8: Vieques & Culebra

ITEM	DESCRIPTION	UNIT	UNIT PRICE	WARRANTY
12	Application of Primer Product on Interior Concrete/Masonry Surfaces	Square FT		
13	Application of Paint Product on Exterior Concrete/Masonry Surfaces	Square FT		
14	Application of Paint Product on Interior Concrete/Masonry Surfaces	Square FT		
15	Application of Primer Product on Exterior Metal Surfaces	Square FT		
16	Application of Primer Product on Interior Wood/Metal Surfaces	Square FT		
17	Application of Paint Product on Exterior Metal Surfaces	Square FT		
18	Application of Paint Product on Interior Wood/Metal Surfaces	Square FT		
19	Application of Paint Product on Asphalt Pavement Surface for Parking Lines and Concrete Curbs	Linear FT		
20	Application of Paint Product on Asphalt Pavement Surface for Handicapped Symbols	EACH		
21	Application of Floor Paint Product at Basketball/Volleyball Court (including surface preparation and painting of lines at game area)	Square FT		
22	Polishing of Exterior Floor Surfaces (including surface preparation)	Square FT		
23	Polishing of Interior Floor Surfaces (including surface preparation)	Square FT		
24	Furnishing and Installation of ¾" Heavy Duty Bird Netting	Square FT		
25	Pruning of Existing Trees	EACH		
26	Furnishing or Rent of Scaffolding (including deliver and pick-up)	Weekly		
27	Furnishing or Rent of Boom Lift (including deliver and pick-up)	Weekly		



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30	Furnishing or Rent of Tank Truck (Including deliver and pick-up)	Weekly		
31	Repair of Damaged Section of Interior Gypsum Board Surface including steel framing	Square FT		
32	Repair of Damaged Section of Exterior Plycem concrete board Surface including steel framing.	Square FT		
33	Supply and install acoustic ceiling boards to substituted damage ones. Includes repair steel framing if necessary.	Square FT		
34	Supply and install Heavy Duty All Louver Awning Aluminum Window	Square FT		
35	Supply and install Hollow metal doors, Flush, 3 hr fire rated, without glass. Includes door handles and Door Closer.	Square FT		
36	Supply and install Hollow metal doors, Flush, 3 hr fire ratpaed, with Half Glass, Includes door handles and Door closer	Square FT		
37	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, NON Fire Rated	EACH		
38	Supply and Install Touchbar Rim Exit Device Bar: For 1 3/4 in Door Thick, 30 in to 36 in, Fire Rated	EACH		
39	Supply and Install Door Closer, Heavy Duty, ADA Compliance, Interior or Exterior	EACH		
40	Supply and Install Building Separation Joints, Includes removal, disposal and joint repair	Linear FT		



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Zone 8: Vieques & Culebra

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41	Supply and Install Cyclone fence, 9 ga, includes hardware, and tubing on top and bottom of fence.	Square FT		
42	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, USB Charger Receptacle, Commercial Environments, includes cover.	EACH		
43	Supply and Install, 125V AC; Flush Mounting Type - Plugs and Receptacles, Straight Blade, Commercial Environments, includes cover.	EACH		
44	Supply and Install Combination Device, Single or Duplex Switch, Toggle, 5-15R, 15 A Amps, includes cover.	EACH		
45	Preparation and repair of Exterior Metal Surfaces Affected by Corrosion	Square FT		
46	Preparation and repair of Interior Metal Surfaces Affected by Corrosion	Square FT		
47	Allowance	EACH	\$80,000.00	



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.

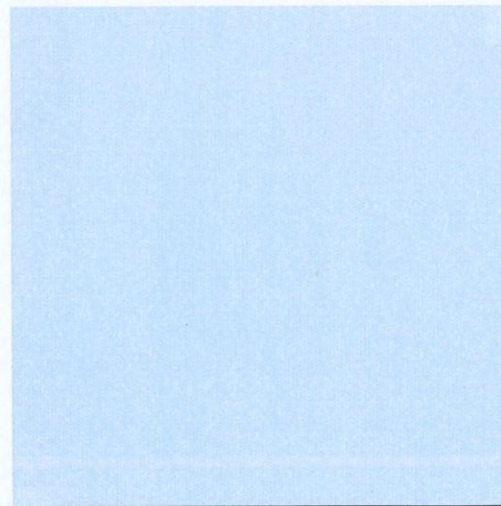
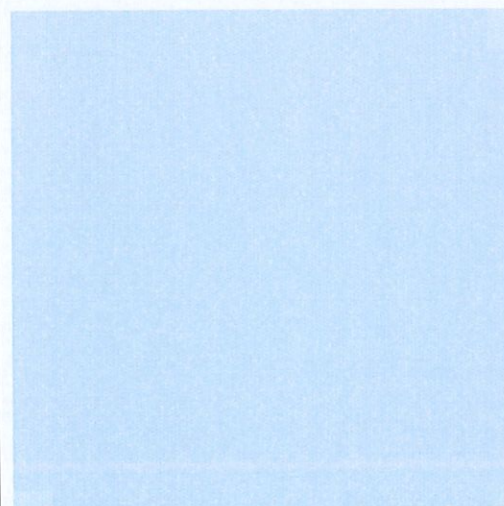
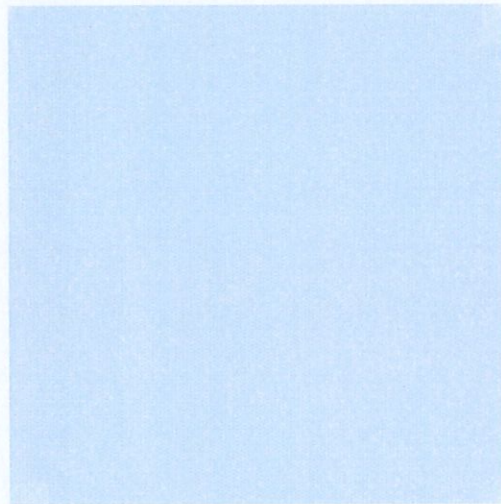
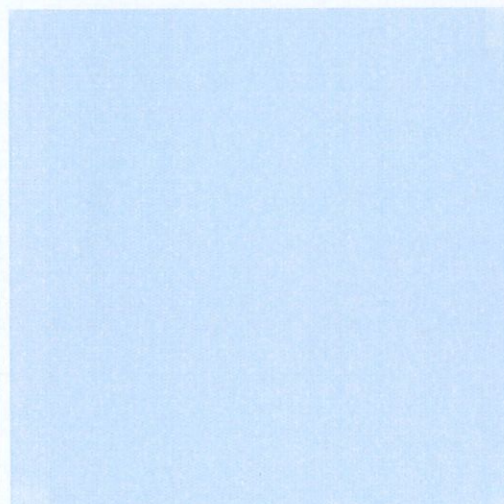
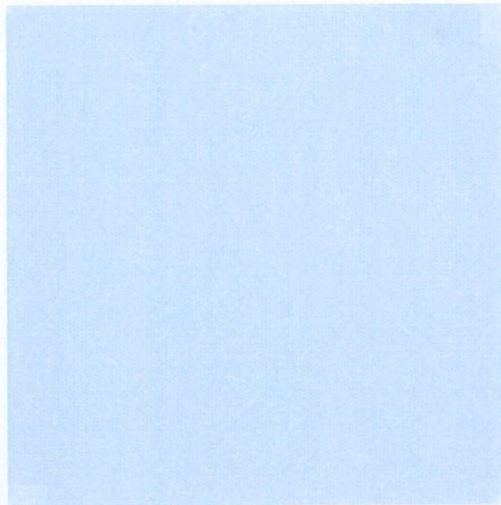
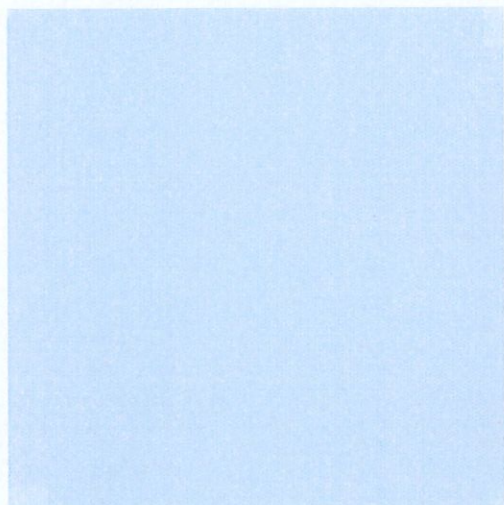
**Attachment VIII: Comparable Project Fact Sheet**

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 (Contractor/Offeror to complete Blocks 1-4)

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: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ 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: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ 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: ☐ High ☐ Med ☐ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

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.



<i>Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.</i>		
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. (If liquidated damages were assessed or the schedule was not met, please address below.)	<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"/>



GSA

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 .) (If yes, please explain in the comments section below.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. SUMMARY	
Would you hire or work with this firm again? (If no, please explain in the comments section below.)	<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 apply 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 40.1, "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.
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- 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 INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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



9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The 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 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 115, 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 (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 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.