



Date Initial Bid Issued: March 1, 2021

Bids Due Date: April 6th, 2021 at 9:00 a.m. AST

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Issued By:

Administración de Servicios Generales

INSTRUCTION TO BIDDERS

FORMAL BID FOR THE RECONSTRUCTION OF PUERTO RICO DRD SPORTS & RECREATION FACILITIES -FEMA CONSOLIDATED FEMA PROJECT NO.87524

ASG BID #21-008-DRD



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Instructions to Bidders

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 Addenda issued prior to receipt of bids.
- 1.3. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the contract documents when the Construction Contract is executed.

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 ASG – Consultant/POC (Point of Contact) for interpretation or corrections of any ambiguity, inconsistency, or error therein which he may discover within the timeline defined in section 15 of the Supplementary General Conditions. Any interpretation or correction will be issued as an Addendum by the ASG/DRD-Consultant/POC. Only a written interpretation or correction by Addendum 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. Each bidder is required to visit the site of the proposed work and to get informed of the conditions under which the work is to be performed and other relevant matters in such a manner that the bidder will fully understand the facilities, difficulties, and restrictions impacting the execution of the work under the contract. Each Bidder shall certify through an affidavit that has complied with the required site visit. See Section sixteen (16) of Supplementary General Conditions for more details.
- 2.3. 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 Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- 3.3 The failure or omission of any bidder to receive or examine any form instruments or document, or to visit the site and acquaint himself with conditions there existing, 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 Owner and submitted in accordance with the Instructions to Bidders and as indicated in the Supplementary General Conditions.
- 4.2 Bids shall include the Bid Form, Statement of Bidder's Qualifications, Non-Collusive Affidavit, Bid Bond (5% of the Bid), and all other documents forming part of said Offer(s), as requested by the Owner with no alterations or changes. Each bid shall be enclosed in a sealed envelope properly addressed and marked: "Bid Documents", project title and number, bidder's name, phone number, and address and the company it represents; date and time of bid opening so as to warn against premature opening. Offers received after the time for opening of offers will be returned to the Bidder unopened. All offers should follow the instructions established in Section 19 of the Supplementary General Conditions to qualify. Failure to submit bids through both methods (in-person via 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. No other forms or executions will be accepted (refer to section 53 of Supplementary General Conditions).
 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 work "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.



- 4.5 The execution of the Contract shall include the furnishing of Performance and Payment Bonds by the successful bidder.
- 4.6 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, his construction experience, and his organization and equipment available for the work contemplated. The Owner 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 Owner all such information and data for this purpose as the Owner 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 Owner that the bidder is qualified to carry out properly the terms of the Contract Documents.
- 4.7. Each bidder shall execute an affidavit in the form provided with the offer forms to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.
- 4.8 Bids will be opened at the time determined by ASG (Administración de Servicios Generales) according to section 15 of the Supplementary General Conditions (Bid Timeline).
- 4.9 The prices submitted in the offers shall be maintained during the valid contractual term.
- 4.10 Refer to sections 35 and 40 of the Supplementary General Conditions for more details regarding withdrawals and modifications of offers.

Article 5 – Rejection of Bids

(See Supplementary General Conditions Section 45 for more details)

- 5.1 The bidder acknowledges the right of the Owner 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 Owner 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.

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

Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the owner until any such participant shall have been reinstated as a qualified bidder.

Lack of competency and adequate machinery, plant and other equipment, as revealed by the statement of bidder's qualifications required.



Unsatisfactory performance record as shown by past work for the Owner judged from the standpoint of workmanship and progress.

Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work, if awarded.

Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of letting.

Failure to comply with any qualification's regulations of the Owner.

Default under previous contracts.

If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

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.

If the statements or any bid document is not properly filled.

In case that more than one offer for the same work is submitted by individual, firm or corporation under the same or different names, the bidder will be disqualified and the Bids rejected.

Article 6 – Award and Execution of Contract

(See Supplementary General Conditions Section 43 for more details)

- 6.1 The award of the Contract, if it is awarded, will be made to the lowest responsible and qualified bidder whose Bids complies with all the requirements prescribed. The successful bidder will be notified, by the means established by the ASG to the address shown on his BID, that his bid has been accepted and that he has been awarded the contract.
- 6.2 The Owner reserves the right to cancel the award of any contract at any time before the execution of said contract without any liability against him.
- 6.3 All BIDS guaranties will be retained until the Contract with the successful bidder has been executed.
- 6.4 The bidder to whom the Contract is awarded shall execute the Contract within ten (10) working days after the date of Notice of Award in strict accordance with the general conditions. No bids shall be considered binding upon the Owner until the Agreement has been so signed. The Contractor will be furnished with a signed copy of the Agreement.



Article 7 – Performance Bond and Labor and Material Payment Bond

(See Supplementary General Conditions Section 34 for more details)

As specified in the supplementary general conditions the bidder to whom the award is made shall furnish to the Owner not later than the date of execution of the Contract, bonds covering the 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.



Supplementary General Conditions

THE PURPOSE OF THESE SUPPLEMENTARY GENERAL CONDITIONS IS NOT ONLY TO TAILOR THE CONTRACT DOCUMENTS TO THIS SPECIFIC CNSTRUCTION PROJECT BUT ALSO TO AUGMENT THE AUTHORITY OF THE ASG (Administración de Servicios Generales) AUTHORITY IN THE BIDDING PROCESS

1. Total Bid Price

The “Total Bid Price” is a lump sum BID for furnishing all materials, labor, tools, plant and equipment necessary to complete all the projects included in each bidding package in strict accordance with the plan and specifications. Notwithstanding the bidding Contractor shall also include the bid cost for each specific Bundle included in his bid package. The bidding Contractor shall be held responsible for determining actual quantities, measurements and site conditions and for estimating any part of the work necessary to provide complete and usable facilities.

2. Hold Harmless Agreement

The Contractor and its insurer shall save and hold harmless the Owner from and against any and 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 owner from such claims, demands and or suites and shall bear all the expenses for such defense.

3. Taxes

In accordance with Act. No. 5 approved on 1987 the Contractor will be responsible for the payment of excise taxes on taxable materials and/or equipment introduced in Puerto Rico to be installed in the construction, maintenance or repairs.

4. Ownership of Materials

Material and/or equipment of salvable value forming a part of structures to be demolished shall remain the property of Owner shall be carefully removed and shall be stored by the contractor in the locations assigned by Owner at the site.

5. 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:

Certificate of acceptance by Owner
Release from State Insurance Fund
Release from Bonding Co.



Release from Contractor
Guarantees (as required by Spec.)
Affidavit of Payments
As Built Plans
Deductions to final payments.

6. Provision of Janitorial, Water and Electrical Services

a - Contractor shall provide the following: provision of janitorial, water and electrical services

7. Sale of Food, Beverage, etc.

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

8. Prevailing Salaries and Wages

a - Contractor shall furnish a statement in Spanish and English of all minimum wages, salaries or fees and all authorized deductions, if any, from unpaid wages or fees actually earned. The hours of work established shall be posted by the Contractor at appropriate places on the site of the project. Statement in English and Spanish must be posted at the Contractor's office at the site, detailing the up-to date prevailing minimum legal wages.

b - 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.

9. 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.

10. 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.

11. 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 addenda 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).

DRD – means the Puerto Rico Departamento de Recreación y Deportes (or the Puerto Rico Department of Sports and Recreation)

DTPW – Department of Transportation and Public Works.

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 DRD.



PRASA – Puerto Rico Aqueduct and Sewer Authority

PREPA – Puerto Rico Electric Power Authority

RUL – Registro Único de Licitadores

12. Bidding Process

This Bidding process will be administered through the Administración de Servicios Generales (ASG) on behalf of Puerto Rico Departamento de Recreación y Deportes (DRD). All communication regarding this process must be directed to ASG using the communication protocols identified in Bid Timeline and Pre-Bid Conference. Contact with the Government of Puerto Rico and any of its agencies, 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 DRD.

13. Background

ASG is issuing this Invitation to Bidders (**BID Process**) on behalf of DRD to invite interested Contractors ("**Bidders**") to submit offers for the reconstruction of the Puerto Rico DRD sports and recreation facilities.

The DRD is the Puerto Rico Government agency created under Law 8 of 2014 in charge of promoting Sports and Recreation all over Puerto Rico. With the objective that all citizens enjoy its spare time by benefiting from sports and recreational activities.

Its main mission is to offer opportunities to the general population all throughout the DRD service regions all around the island. These opportunities include free sports and recreation programs for the benefit and improvement of the quality of life, health and well-being of all the citizens including children, adults, elderly, and people with disabilities.

In 2017, DRD facilities suffered severe damages due to hurricane María. A portion of the Hurricane damage was classified by DRD/FEMA in the project's scope of work as follows:

Reconstruction of DRD Sports and Recreation Facilities – Consolidated Project (FEMA Ref. No. 87524)

The objective of this project is to repair and restore these facilities consistent with their previous state while ensuring to better withstand similar storm events in the future.

14. The Puerto Rico General Services Administration

The General Services Administration (the Administration or ASG), by virtue of Act No. 73 of July 2019, 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.

15. Bid Timeline

Target Date	Event
March 1 st , 2021	Invitation to Bidders
March 15 th , 2021	Pre-Bid Conference – 10:30am
March 22 nd , 2021	Last Day to submit questions – 3:00pm (Atlantic)
March 26 th , 2021	Issuance of Answers to Questions by ASG – 3:00pm (Atlantic)
April 6 th , 2021	Bids Submission Deadline – 9:00am (Atlantic):
April 6 th , 2021	Bids Opening Act – 1:00pm (Atlantic)
After April 24 rd , 2021	Beginning of Announcement of Award period

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 (www.asg.pr.gov/ReformaCompras/Pages/default.aspx) for all information and updates related to this RFP.

16. Site Visits

Bidders will be allowed to visit facilities during business hours of the following days: Monday through Friday from 8:00am to 3:00pm

Each bidder is required to visit the site of the proposed work and to get informed of the conditions under which the work is to be performed and other relevant matters in such a manner that the bidder will fully understand the facilities, difficulties, and restrictions impacting the execution of the work under the contract. Each Bidder shall certify through an affidavit that has complied with the required site visit.

17. Challenge to the Invitation to Bid

If a bidder interested in participating in a formal bid does not agree with the final terms, instructions, specifications or conditions established in the bidding documents, he may file personally or electronically to the Auxiliary Administrator of the Procurement Area of the ASG, at the following email address: julioavg@asg.pr.gov, the corresponding objection letter, within three (3) business days following the date on which the Administration makes the bid documents available. Any challenge to the bidding documents filed outside the term established herein will be rejected outright. The challenge brief must comply with the provisions of Regulation No. 9230, supra.



18. Pre-Bid Meeting: Mandatory

The virtual pre-bid meeting will be held on Monday, March 15th, 2021 at 10:30am. Any bidder or interested person will be able to access the pre-bid meeting link through the ASG's website in the "Procurement Reform" area.

The primary purpose of the pre-bid meeting is to provide instructions for completing the Bidding Documents, as well as to provide further clarification to existing questions submitted via email.

Participation in the pre-bid meeting is **mandatory**. Bidders are encouraged to participate to maximize the opportunity to communicate directly with the government and have questions answered regarding the Bid process and Bid Documents.

Any bidder who submits an offer and does not attend the pre-bid meeting will be disqualified. At the beginning of the pre-bid meeting, the name of the duly registered bidders will be notified. The bidders must access the meeting and register prior to the start of the processes. The bidder who access the meeting after the start will be disqualified. Registration will begin at least five (5) minutes before the pre-bid meeting officially begins.

19. Bids Submission

Bids are to be submitted on or before Tuesday, April 6th, 2021 at 9:00 AM AST, in the following two ways:

- 1. To the Office of the Secretary 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: juntadesubastas@asg.pr.gov**

Failure to submit bids through both methods (in-person via 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 Secretary 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 and project title. 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 submitted document will be considered as the official offer.

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's subject line shall contain the following:

Attention: Secretary of the Bid Board: Response to BID# 21-008-DRD from <Contractor name>

The email shall include the BID 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.

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 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 DRD 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.

BIDS will not be evaluated until after 1:00 pm on April 6th, 2021.

20. 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/>

Registration in the RUL with all up-to-date certifications of eligibility requirements is a mandatory requirement for any natural or legal person interested in participating in the procurement process of goods and services with the Government of Puerto Rico. At the time of any BID response submission, all bidders must have the certification of eligibility in order to be in compliance with Article 43 of the Ley de la Administración de Servicios Generales (Ley 73-2019).

Registration in the RUL must be active, and all documents required for active registration to be up to date.

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.

21. 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. In the event that the bidder does not provide the required documents, the bidder shall be disqualified.



22. Universal Identifier and System for Award Management

Prior to submitting a 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 23.

23. 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
- Name of owner/s and/or principals
- Address
- Type of organization
- Organizational chart of the company and Organizational chart for the project
- Professional licenses and credentials of the Business
- Email address of point of contact
- Universal Identifier Code from SAM

Offers that do not identify a point of contact and contact information will 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 the same point of contact registered in the RUL. Electronic signatures that comply with this requirement are accepted.

24. Modification of Bid Documents

ASG or DRD may modify the Bid Documents prior to the date fixed for submission of Bids by the issuance of an addenda. Any addenda to these documents will be issued in writing and be posted on the ASG website (www.asg.pr.gov/ReformaCompras/Pages/default.aspx). Any Addenda 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 addenda. Receipt of Addenda 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.

25. 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, provided that it is prior to the formalization of the contract or a purchase order has been issued.

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

There are 113 Facilities divided in 17 Bundles (Canastas) among 32 Municipalities or Towns. Refer to **Attachment A.1** for detailed list of facilities per bundle. Furthermore, the specifications for each Bundle are available in the following link for the “Procurement Reform” area of the ASG website: www.asg.pr.gov/ReformaCompras/Pages/default.aspx, under the folder labeled “**Subasta Formal 21-008-DRD.**” Each potential bidder is responsible to find the specifications for the Bundles they are interested to bid.

Each potential bidder will bid no less than 2 and no more than 4 Bundles provided that these Bundles are geographically adjacent, meaning the most closer to one another.

The Bidder will quote each and every Bundle individually (not by site but by Bundle).

The Bid Board will award each Bundle individually – meaning – that a potential Bidder could be awarded 1, 2, 3, 4 or no Bundle according to the Bid Results and as per the Bid Board evaluation criteria.

27. Amendments to the Bid Documents

The Administration may amend any formal bid packet up to two (2) business days before the Opening of the offers when the amendment entails additional changes or requests that must be included in the offer or bid or one (1) work day before the Opening of the bid when the amendment does not affect the presentation of offers.

In cases of construction projects, the Administration may amend any formal bid packet up to five (5) business days before the Opening of the offers when the amendment entails additional changes or requests that must be included in the offer or bid or three (3) business days before the Opening of the bid when the amendment does not affect the presentation of the offers.



All the amendments must be authorized by the Auxiliary Administrator of Acquisitions and approved by the Administrator.

The Bid Board shall notify the Notice of Amendment of the packet to the suppliers convened to the formal bid. Furthermore, the Notice of Amendment of the packet shall be posted in the Sole Auctions Registry "RUS", and in the Administration's webpage also.

All the amendments shall form part of the bid's document and those interested in bidding shall have to consider them when presenting their Bids.

28. Established Time for Construction Completion

Each individual Bundle has a specified construction completion time in calendar days. When Bundles are awarded, specified completion time is not linear, but concurrent, meaning that different bundles have their own specific completion time as indicated in the following table:

Bundle	Time for Construction Completion in Calendar Days
B1-1	180
B1-2	180
B1-3	155
B1-4	240
B1-5	155
B1-6	210
B1-7	270
B1-8	210
B1-10	210
B1-11	270
B1-12	210
B1-13	155
B1-14	180
B1-15	180
B1-16	270
B1-17	155

29. Additional Requirements to be included in the Bid Document

In addition to what is required in the instructions to bidders the bid offer submissions must contain the sections below and respect page limits stated for each section. Pages submitted in excess of the stated page limitations will not be taken into consideration and will not be evaluated. Pages shall be single-spaced on 8½ by 11-inch paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively and use a 12-point font of *Times New Roman*.

Respondent's offer shall be formatted as follows:

Response document to BID (original and redacted)

30. Cover Letter



Bidders must submit a **one (1) page cover letter** that shall include the following:

- Full Name of the Bidder's Organization
- Name of Contact Person
- Contact Information (phone, e-mail, and postal address) for technical and cost issues or questions
- BID Number
- BID Release Date and Time
- Signature of Contact Person

Please include the following language in the Cover Letter:

“I hereby acknowledge that I have received and read the responses to the Proposer questions summarized in the Acknowledgement to Questions for Clarification Response Document.”

31. Transmittal Letter

This transmittal letter 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 that they have read and understand the requirements of the BID (and any addenda 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.

32. Firm Experience and Financial Capacity

In addition to the Statement of Bidders Qualifications the bidder must provide contact information (name, title, company, address, phone number, and email address) for at least two (2) references (public sector clients preferred) where Bidder has executed work that is similar to the work requested in this Bid. References shall be dated within the past five (5) years of the BID closing date.

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 and equipment available for the work contemplated. DRD 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 DRD all such information and data for this purpose as DRD 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 DRD that the bidder is qualified to carry out properly the terms of the Contract Documents.

Describe the past history 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. Any subcontractors must be named, along with a description of those firms' experience and what role they will play on the Bidder's team. Bidder must describe their demonstrated capability to provide the staffing with the qualifications required in this RFP through the term of the expected contract.

The Bidder must also include a copy of their audited financial statement no older than eight (8) months, along with a summary as to why the Bidder believes that and any other relevant information provided demonstrates the firm's financial capacity to pay employees and subcontractors even when awaiting payment of invoices under this engagement. This section must also include a statement making a firm commitment that the Contractor will pay its employees and sub-contractors without regard to the timing of payment by DRD and the Government of Puerto Rico.



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

The Contractor must include in this offer a preliminary plan (maximum of two (2) pages) that explains necessary and reasonable steps to ensure that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract.

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

- 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;
- 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;
- 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;
- 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, DRD 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.

34. 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. If such a determination has not been made, the minimum requirement must be as follows:

- (A) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

The bond must be in original. If the bond is presented through an insurance company, it will be in favor of the General Services Administration and if it is presented by certified check or money order, it will be in favor of the Secretary of the Treasury. The bid bond will be presented at the same time the offer is submitted or annually by means of a lump sum. Bid Bond Forms are included in Instructions to Bidders

Bonds for amounts less than required will not be accepted. Failure to comply with this requirement leads to the rejection of the offer or offer or the cancellation of the award. All bonds will be guarded by the Administration's Finance Division.

Failure of the successful Bidder to perform a contract and provide evidence of adequate insurance coverage, as provided herein, within ten (10) days of written notification of the award, will be just cause for annulment of the award and the loss of the guarantee of the offer to ASG, the confiscation of which will be considered not as a sanction, but as a liquidation of the damages suffered.

When the Administration or the Bid Board decides to cancel the auction, all bid bonds will be returned within a term of three (3) business days after the corresponding notification.

- (B) A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure



fulfillment of all the contractor's requirements under such contract.

Whoever is awarded an auction or offer must submit a performance bond to the Auxiliary Administration of Acquisitions or the Bid Board, no later than ten (10) business days following the notification of the award. Said bond will guarantee the execution of the contract. The bond must be in original. If it is presented through an insurance company, it will be in favor of the General Services Administration and if it is presented by certified check or money order, it will be in favor of the Secretary of the Treasury

- (C) A payment bond on the part of the contractor for 100 percent (100%) 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.

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 DRD. The surety bonds must be in the form set forth in DRD Regulations without any variations therefrom or in any other form authorized by DRD. The Bidder will be solely responsible for any costs associated with obtaining bonds.

In addition, 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.

Payment and Performance Bonds notes are included in Instructions to Bidders.

Credit Line: The Contractor must present a line of credit from his banking institution for a minimum of 25% of bid cost offer expressly available for this program.

35. Withdrawal of Submitted Bid

- a. The withdrawal of an offer may be performed by written request addressed to the Bid Board, presented at any time prior to the Opening.
- b. The bidder may not present a substitute offer once the bidders offer is withdrawn for a certain purchase.
- c. No bidder may withdraw their offer after the Opening of a bid.

36. 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 DRD reserves the right to evaluate and determine whether confidential designation is both appropriate and permissible.

37. Right to Reject all Bids

All offers submitted in response to this request will become the property of DRD and as such, may be subject to public review on the ASG website after awards have been made.

DRD has the right to reject any or all offers, to engage in further negotiations with any firm submitting a offer, and/or to request additional information or clarification.

38. 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 Bidder. The Bidder understands that an employer/employee relationship does not exist under this contract.

39. Sub-Contractor/ Partner Disclosure

A single firm may propose the entire solution. If the offer by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid . The firm submitting the offer must remain solely responsible for the performance of all work, including work that is done by sub-contractors. No additional sub-contractors or partners must be added to the Contractor's team after bid submittal except under rare circumstances, and only then only when fully justified to and expressly approved by DRD. Bidders shall provide a "Contractor Certification" included as per FOMB Policy: Review of Contracts.

40. Modification of Offer

Any modification that varies the terms of the offer previously submitted shall be made by written communication, presented before the Auxiliary Administrator of Acquisitions and must be sent in sealed envelope, plainly marked "Modification of Bid #21-008-DRD" and duly identified with the following information:

1. Date
2. Time set for the submittal of the offer
3. Name and address of the bidder
4. Information that indicates the reasons for the modification of the offer

No modifications presented after the deadline established for the presentation of the offers shall be admitted. Oral, telephone, or fax modifications or corrections will not be recognized or considered. Every modification of offer shall be opened on the date and time set for the Opening of the bid jointly with the original bid.

41. Additional Insurance Requirements

The Bidder agrees that if selected, upon Contract Award and stated in the Uniform General Conditions

- **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:

DRD, COMMONWEALTH OF PUERTO RICO, OFFICE OF THE GOVERNOR, NATIONAL PARK SERVICES, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

- B. Before commencement of any work or event, Bidder must provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Bidder must have no right of recovery or subrogation against DRD (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.
- D. DRD 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.
- E. Notwithstanding the notification requirements of the Insurer, the Bidder hereby agrees to notify DRD's Insurance Manager two (2) days of the cancellation or substantive change of any insurance policy set out herein. DRD, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- F. The Certificate of Insurance must note in the Description of Operations the following:

Agency: _____

Contract #: _____

- G. Insurance procured by Bidder must not reduce nor limit Bidder's contractual obligation to indemnify, save harmless and defend DRD 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:

DRD

Attention: DRD Secretary

San Juan, PR

- I. 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.



Indemnification: The Bidder agrees that, if selected, upon Contract Award, agrees to protect, defend, indemnify and hold DRD, 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.

42. Licenses

The selected Bidder 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.

43. 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 by the authorized person in the Administration. The Government of Puerto Rico will not be



considered bound by any award until the corresponding contract has been formalized. Once the contract is awarded, and the contract is signed an pre-construction meeting is held the Government may issue notice to proceed for the awarded construction work.

44. 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 Management Review Board. General Services. Once the administrative review has been submitted, the corresponding Bid Board will submit a certified copy of the case file to the Review Board, within three (3) calendar days following the filing of the appeal.

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 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. In the case of an Informal Bid or Request for Offers, they must notify the Auxiliary Administration of Acquisitions.

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.

45. Rejection or Cancellation of Bids

Issuance of this BIDDING PROCESS does not constitute a commitment to award a contract. ASG 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 deems that doing so is in the best interest of the Government. The bidder acknowledges the right of ASG 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 ASG 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.

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

1. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work until any such participant shall have been reinstated as a qualified bidder.



2. Lack of competency and adequate machinery, plant and other equipment, as revealed by the statement of bidder's qualifications required.
3. Unsatisfactory performance record as shown by past work for DRD, judged from the standpoint of workmanship and progress.
4. Uncompleted work which, in the judgment of DRD, might hinder or prevent the prompt completion of additional work, if awarded.
5. Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of letting.
6. Failure to comply with any qualifications regulations of DRD.
7. Default under previous contracts.
8. If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may tend to make the offer incomplete, indefinite, or ambiguous as to its meaning.
9. 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.
10. If the statements or any bid document are not properly filled.
11. In case that more than one offer for the same work is submitted by individual, firm or corporation under the same or different names, the bidder will be disqualified and the offers rejected.

46. Waiver Informalities

The Government reserves the right to waive any minor format non-compliance and/or informalities of submitted offers if doing so is in the best interest of the Government.

47. Errors and Omissions in Offer

ASG reserves the right to reject a 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 up clarifications for all Bidders.

48. Cost of Preparing Offer

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

49. Prohibited Communications

Communications with other representatives of the Government regarding any matter related to the contents of this BID are prohibited during the submission and selection processes. Failure to comply with these communications restrictions may result in rejection of the offer. Bidders should rely only on representations, statements, or explanations contained in this RFP, in documents that ASG provides to Bidders and in any formal written addenda as may be issued by ASG at any time during this BID process.



50. Public Announcements

Any information or public announcement related to this BID will be made by ASG through its website (www.asg.pr.gov/ReformaCompras/Pages/default.aspx). Any information or other public announcements related to this BID shall not be made by any party, including Bidders, without the prior written approval of ASG.

51. Bidder's Certifications

Through the act of submitting a 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 Lump Sum 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 Lump Sum 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 .

52. 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.

ASG may reject offers containing substantial contents marked as confidential, proprietary, or privileged. Provision of any information marked as confidential or proprietary shall not prevent ASG from disclosing such information if required by law. The ultimately awarded contract(s) and all lease prices set forth therein shall not be considered confidential or proprietary, and such information may be made publicly available.



1. Redacted Copy

All Bidders are required to submit a redacted copy of their offer that excludes all confidential information not to be public. ASG reserves the right to make public the redacted copies of the offers at the conclusion of the BID process. If a Bidder does not submit a redacted copy, ASG will assume that the original copy of the offer can be made public.

Hence, the un-redacted copy of the offer should identify all confidential information and the redacted copy of the offer should exclude all confidential information not to be public as outlined (Confidentiality of Responses & Proprietary Information) of this document. Any information not identified as confidential in the un-redacted offer will be deemed as not confidential.

2. Ownership of Submitted Offer

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

53. 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 order to participate in this Bid , it is mandatory for Individual entities, Partnerships or Joint Venture duly organized by the laws and regulations of Puerto Rico, (partnership LLP, LLC or Joint Venture) to be registered as such in the “Registro Único de Licitadores (RUL) de la Administración de Servicios Generales de Puerto Rico,” except as provided by rules and regulations of ASG.

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 DRD 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.

All Contractors, if incorporated, must show they are in good standing with the Puerto Rico State Department (“State Department”). All Contractors that are foreign corporations (out-of-state) must file the necessary documents with the Division of Corporations of the State Department requesting authorization to do business in Puerto Rico, which must have been requested prior to the date of submission of the offer. Failure to demonstrate compliance with this requirement may result in rejection of the Offer without further consideration.

The bid shall be properly executed, in order to constitute proper execution, the bid shall be executed in strict compliance with the following. No other forms or executions will be accepted.

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 work “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.

Structures, and Conflicts will result in the rejection of the offer. DRD will corroborate this information.

Each Contractor's principals, officers, directors, and partners must be in good standing with DRD 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 RFP.

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.

54. 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.

55. Required Certifications from the Selected Contractor

The selected Bidders must immediately submit upon Notice of Award receipt:

- a) Last Five Years Income Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department certification
- b) No Debt certification, Puerto Rico Internal Revenue (Hacienda) Department
- c) Sales Tax Form Filing, Puerto Rico Internal Revenue (Hacienda) Department
- d) Sales Tax No Debt certification, Puerto Rico Internal Revenue (Hacienda) Department
- e) No Debt, Puerto Rico Municipal Taxes Collection Center (CRIM)
- f) Property Tax Form Filing, CRIM
- g) Employer Unemployment Filing, Puerto Rico Labor Department certification
- h) Driver (Chauffer) Insurance Filing, Puerto Rico Labor Department certification
- i) Minors Support Filing, ASUME certification
- j) Good Standing Certificate (corporations only), Puerto Rico Department of State
- k) Corporate Resolution authorizing officer to sign the contract
- l) Sworn Statement, PR Law 2, January 4th, 2018 as amended
- m) Any and all other documents required by the Puerto Rico General Services Administration.

By submitting a BID, Bidders agree that if their BID is accepted, they will enter a contract with DRD, 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:

Puerto Rico Municipality Construction Tax and Patent Requirements. 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.

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.

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.

Equal Opportunity Employment and Use of Small, Minority, and Woman-Owned Businesses: DRD 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.

56. Local Preference

In any purchase process, ASG 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.

57. FOMB Contract Review

All contracts resulting from this RFP 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 <https://juntasupervision.pr.gov/documents/>.

58. Contractor Certification Requirement

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

- 1. The contractor's subcontractor(s) in connection with the contract⁴ is (are) the following:
- 2. 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)

- 3. 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.
- 4. 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).

5. 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.

59. Contractor's Good Standing, Limited Denial of Participation (LDP)/Suspension or Debarment Status, Legal Issues, Ownership Structures, and Conflicts

FROM:

Name of Primary Contractor: _____

Primary Contractor Authorized Representative: _____

Mailing Address: _____

Contact Telephone: _____

In addition, the Contractor discloses the Identification of Officers, Directors, and Partners of proposing entities:

Name	Position	Proposing Entity	Address



The prospective primary Contractor certifies to the best of its knowledge and belief, that it and its Officers, Directors, and Partners of proposing entities:

are in Good Standing with any and all Federal, State and local agencies that has or had a contractual relationship with the Contractor or any of its Officers, Directors, and Partners of proposing entity. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, and local department or agency;

- (a) have not within a three-year period preceding this offer been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (b) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; including PR Law No. 2 of January 4th, 2018 as amended
- (c) have not within a three-year period preceding this application/offer had one or more public transactions (Federal, State or local) terminated for cause or default.
- (d) Contractor does not and will not have any actual, apparent and potential conflicts; overlapping ownership interests of Directorship in other participating Contractors' firms or entities; ownership interests or participation in a Design, Construction or Private Management Agent for any of the projects to be awarded for the services to be provided under this project.

Certified:

Primary Contractor's Name

Primary Contractor's Authorized Representative Signature (If Corporation, Signed and Sealed)

Date

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective Contractor must attach an explanation to this offer.



Attachments



Attachment A: Bid Documents and Forms

Attachment A.1: Bundle Damage Inventory Spreadsheet Basket

Project Number: 87524							Program Delivery Manager			Jon N Austin																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Bid for Reconstruction of Puerto Rico DRD Sports and Recreation Facilities – Consolidated Project
BID # 21-008-DRD

G	Juan Jose "Chiguin" Rivera	South	Penuelas	Puerto Rico	18.0634	-66.7262	Basketball court - structural support damage, paint damage	Hurricane				115S				0	C	N	High
G	Alturas de Peñuelas 1	South	Peñuelas	Puerto Rico	18.0637	-66.7362	Fence damage; Basketball - paint damage	Hurricane				003				0	C	N	High
G	Alturas de Peñuelas 2	South	Peñuelas	Puerto Rico	18.060733	-68.73431	Electrical service box damage; Fence damage; Outdoor lighting damage;	Hurricane				004				0	C	N	High
G	Rio Sol Bo Pueblo	South	Penuelas	Puerto Rico	18.058	-66.7206	Fence damage; Basketball court - paint damage, athletic light pole damage;	Hurricane				164				0	C	N	High
G	Urb. Villa Flores	South	Ponce	Puerto Rico	18.0076	-66.5887	Playground equipment damage; Tennis court - paint damage; Baseball -	Hurricane				032S				0	C	N	High
G	Urb. Villa Flores Bo Sabanetas	South	Ponce	Puerto Rico	18.0083	-66.587	Playground - damaged equipment; Basketball court - light damage, paint	Hurricane				033				0	C	N	High
Project Number: 87524				Program Delivery Manager		Jon N Austin													
Applicant				Program Delivery Manager		(202) 374-0015													
Applicant				Program Delivery Manager		jon.austin@associates.fema.dhs.gov													
Category	Tier	Name of damage/facility	Region	City	State	Latitude	Longitude	Damage Description	Primary Cause of Damage	Obligated Cost	Total Project Cost (FEMA) Review	Report Number	DDD Completed (C) / Incompleted (I)	DDD Date	Architecture (A) / Engineering (E)	% OF Labor completed	Labor Type	Has received PA grant(s) on this facility in a	DDD Priority
G		Unnamed Park Calle Pedro Santiago	South	Ponce	Puerto Rico	18.0337	-66.6328	Basketball court - repaint, replace gutter and downspout; Playground - lighting damage; Baseball field - bleacher damage, dugout damage, fence damage; Restroom - wall damage, door damage; Fence damage;	Hurricane			106				0	C	N	High
G		Lomas de Country Club Bo	South	Ponce	Puerto Rico	18.03664	-66.622936	Basketball court - damage lighting; Playground - rusted equipment; Parking	Hurricane			071				0	C	N	High
87524 BASKET B1-6																			
G		Parque Cristobal Colon (San	Northwest	Aguadilla	Puerto Rico	18.4917	-67.0988	Indoor basketball court - roof partially collapsed minor, door damage, light	Hurricane			080				0%	C	N	High
G		Urb. Costa Brava	Northwest	Isabela	Puerto Rico	18.506	-67.0287	Outdoor lighting - damage; Community center - roof damage, door damage;	Hurricane			075				0	C	N	High
G		Costa Bra	Northwest	Isabela	Puerto Rico	18.5031	-67.0263	Concession stand - roof damage; Gazebo - roof damage; Playground -	Hurricane			081				0	C	N	High
87524 BASKET B1-7																			
G		Pueblo del Niño	Northeast	Loiza	Puerto Rico	18.4292	-65.8484	Outdoor lighting - 8 area light bulbs damage; Playground damage - fence damage; Basketball court damage - roof damage hanging steel frame, corroded anchor; Fence damage - bent and collapsed	Hurricane			061NE				0	C	N	High
G		Jardines de Loiza 2	Northeast	Loiza	Puerto Rico	18.4337	-65.8706	Outdoor lighting - light pole damaged & bent collapsed and missing bulbs;	Hurricane			048NE				0	C	N	High
G		Urb. Sunoco (Country View)	Northeast	Loiza	Puerto Rico	18.3865	-65.8729	Fence damage - missing area	Hurricane			049NE				0	C	N	High
G		Parcelas Vieques	Northeast	Loiza	Puerto Rico	18.4263	-65.8342	Baseball field damage - athletic light pole damage 3 metal light pole 20 bulbs, sand needed to refill triangle, water ponding, damage to bleachers	Hurricane			058NE				0	C	N	High
G		Sector Villa Santos	Northeast	Loiza	Puerto Rico	18.41669	-65.83969	Each facility which include Basketball court-lighting, roof damage caused by wind, rain and debris impact.	Hurricane			109NW				0	C	N	High
87524 BASKET B1-8																			
G		Jardines de Canóvanas	Northeast	Canóvanas	Puerto Rico	18.3774	-65.8956	Outdoor lighting - 3 pedestrian light poles collapse; Playground Area safety hazard monkey bar partially collapse; Community Center - damage to aluminum windows; Fence damage; Tennis court 2 bent metal light posts and fence damage; Basketball court with hanging metal siding panel from roof, safety hazard	Hurricane			082				0	C	N	High
G		Parque Palmer	Northeast	Rio Grande	Puerto Rico	18.369	-65.7748	Baseball field - bleachers roof partially collapsed, batting cage collapsed, damage light fixture 16 bulbs, uneven terrain	Hurricane			088				0	C	N	High
G		Costa del Sol	Northeast	Rio Grande	Puerto Rico	18.3719	-65.7934	Basketball courts- athletic light pole damage 2 metal poles 4 light bulbs,	Hurricane			117				0	C	N	High
G		Parque Diplo 1	East	Naguabo	Puerto Rico	18.2076	-65.736	Basketball court damage - roof partially collapsed about 30%; Fence damage -	Hurricane			120				0	C	N	High
G		Ext. Ramin Rivera	East	Naguabo	Puerto Rico	18.2019	-65.7371	Gazebos - roof completely collapsed; Playground damage - rusted and broken equipment; Center- Ceiling light fixture damage, water proofing system severely damaged, significant damage to the acoustic ceiling; Basketball court damage - roof partially collapsed, rain gutters and down spout pipes missing, foundation shows structural damage failure	Hurricane			121				0	C	N	High
87524 BASKET B1-9																			



Bid for Reconstruction of Puerto Rico DRD Sports and Recreation Facilities – Consolidated Project
BID # 21-008-DRD

G		Rio Grande Estate IV	Northeast	Rio Grande	Puerto Rico	18.3876	-65.7866	Playground - rubber pad floor cover damage, 2 metal benches damage, light pole damage, 2 light bulbs damage; Playground damage - rusted slide, swings seats missing, metal flooring corroded on kids attraction; Basketball court damage - cross bracing damage, corroded colum base, rain gutter broken, down spout missing, bathroom door broken, bathroom sink missing; Fence damage - bent and collapsed	Hurricane				092				0	C	N	High
G		El Verde	Northeast	Rio Grande	Puerto Rico	18.3496	-65.8238										0	C	N	High
Project Number: 87524				Program Delivery Manager		Jon N Austin														
Applicant				Program Delivery Manager		(202) 374-0015														
Applicant				Program Delivery Manager		jon.austin@associates.fema.dhs.gov														
Category	Tier	Name of damage/facility	Region	City	State	Latitude	Longitude	Damage Description	Primary Cause of Damage	Obligated Cost	Total Project Cost (FEMA) Review	Bid Cost	Report Number	DDD Completed(C) / Incompleted(I)	DDD Date	Architecture (A) / Engineering (E)	% OF Labor completed	Labor Type	Has received P/A grant(s) on this facility in a DRD Priority	
G		Rio Grande Estate III	Northeast	Rio Grande	Puerto Rico	18.3811	-65.7876	Gazebo 1 - wood roof damage, missing roof plastic shingles, Gazebo 2 - wood roof damage, bathroom missing windows; Playground - equipment damage swing seats, collapsed swing set, missing slide; Basketball court - athletic light pole 1 concrete pole damage 2 light bulbs, bleacher roof missing, basketball hoop missing;	Hurricane				195				0	C	N	High
G		Jardines Avila Bo. Saco	Northeast	Ceiba	Puerto Rico	18.2705	-65.6689	Gazebo - wood roof damage; Basketball court damage - drainage damage; Playground - swings seats missing, concrete pole broken, fence damage	Hurricane				067				0	C	N	High
G		Brisas de Ceiba	Northeast	Ceiba	Puerto Rico	18.2693	-65.6402	Outdoor lighting - 2 metal pole missing 18 light bulbs to replace; Office Building - Missing CMU block wall, Replace canopy of grand stand, paint concrete wall, Fence Damage - Missing	Hurricane				105				0	C	N	High
G		Jardines de Canóvanas	Northeast	Canóvanas	Puerto Rico	18.3774	-65.8956	Outdoor lighting- 3 pedestrian light poles collapse; Playground Area safety hazard monkey bar partially collapse; Community Center - damage to aluminum windows; Fence damage; Tennis court 2 bent metal light posts and fence damage; Basketball court with hanging metal siding panel from roof, safety hazard	Hurricane				082				0	C	N	High
87524 BASKET B1-10																				
G		Guacio	Northwest	San Sebastian	Puerto Rico	18.2761	-66.9755	Gazebo - roof damage; Basketball court-paint damage, roof damage	Hurricane				093				0	C	N	High
G		Cibao	Northwest	San Sebastian	Puerto Rico	18.3616	-66.8996	Fence Damage	Hurricane				094				0	C	N	High
G		Perchas II	Northwest	San Sebastian	Puerto Rico	18.2693	-66.9156	Gazebo - roof damage; Playground - swing seat damage; Basketball court-	Hurricane				095				0	C	N	High
G		Calabazas	Northwest	San Sebastian	Puerto Rico	18.3022	-66.9548	Basketball court - roof damage, gutter damage, missig 50 ft fascia; Baseball	Hurricane				097				0	C	N	High
G		Hoya Mala	Northwest	San Sebastian	Puerto Rico	18.3546	-66.9533	Baseball field - athletic light pole damage, uneven surface flood underneath field trip hazard, Bathroom damage; Fence Damage	Hurricane				098				0	C	N	High
G		Parque Salto (Barrio Salto)	Northwest	San Sebastian	Puerto Rico	18.3795	-67.001	Basketball court - roof damage, exterior light damage; Baseball field - light	Hurricane				084				0	C	N	High
G		Res. Quin Mendez	Northwest	San Sebastian	Puerto Rico	18.3381	-66.9976	Baseball field - light pole damage, bleachers netting severely damage;	Hurricane				090				0	C	N	High
G		Urb. Jardines de Venturini	Northwest	San Sebastian	Puerto Rico	18.331	-66.9842	Concession stand - damage to shutter window, concrete foundation	Hurricane				101NW				0	C	N	High
87524 BASKET B1-11																				
G		Coqui Dome	Metro	San Juan	Puerto Rico	18.3603	-66.0536	Storage building - roof damage; Parking lot - lighting damage; Community center building - roof damage, wall damage; Fence damage	Hurricane				100				0	C	N	High
87524 BASKET B1-12																				
G		Parque Bay View	Metro	Catano	Puerto Rico	18.443	-66.1322	Playground equipment damage, fence damage; Basketball court - athletic	Hurricane				285				0	C	N	High
G		Villa Capri	Metro	San Juan	Puerto Rico	18.3941	-66.0286	Tennis court - athletic light pole damage, canopy damage, fence damage; Playground canopy damage, sidewalk damage; Basketball court - athletic	Hurricane				056M				0	C	N	High
G		Parque Fernando Rodriguez	Metro	San Juan	Puerto Rico	18.4012	-66.0819	light pole damage, Outdoor lighting damage	Hurricane				017				0	C	N	High
G		Urb. San Agustin	Metro	San Juan	Puerto Rico	18.3956	-66.03545	Basketball court - surface damage	Hurricane				041				0	C	N	High
87524 BASKET B1-13																				
G		Rio Cristal	West	Mayaguez	Puerto Rico	18.1816	-67.1375	Baseball field damage - fence damage, bleachers canopy missing section;	Hurricane				114				0	C	N	High
G		Belmonte Bo Sbalos	West	Mayaguez	Puerto Rico	18.1889	-67.1409	Community center - rain gutter damage; Basketball court damage - lighting damage, fence damage, rain gutter damage	Hurricane				123				0	C	N	High
G		Urb. Costa Sur	South	Yauco	Puerto Rico	18.0271	-66.866	Office - window damage; Basketball court - athletic light pole damage,	Hurricane				152				0	C	N	High
Project Number: 87524				Program Delivery Manager		Jon N Austin														
Applicant				Program Delivery Manager		(202) 374-0015														
Applicant				Program Delivery Manager		jon.austin@associates.fema.dhs.gov														



Bid for Reconstruction of Puerto Rico DRD Sports and Recreation Facilities – Consolidated Project
BID # 21-008-DRD

Category	Tier	Name of damage/facility	Region	City	State	Latitude	Longitude	Damage Description	Primary Cause of Damage	Obligated Cost	Total Project Cost (FEMA) Review	Bid Cost	Report Number	DDO Completed (C) / Incompleted (I)	DDO Date	Architecture (A) / Engineering (E)	% OF Labor completed	Labor Type	Has received P/A grant(s) on this facility in a DRD Priority	
G		El Batey, Parque Las Flores	South	Guánica	Puerto Rico	18.0037	-65.8985	Baseball field - fence damage; Fence damage	Hurricane				131				0	C	N	High
G		Santa Elena I	South	Guayama	Puerto Rico	18.0285	-66.791	Outdoor light damage; Playground equipment damage; Basketball court -	Hurricane				154				0	C	N	High
G		Llanos de Santa Isabel	Southeast	Santa Isabel	Puerto Rico	17.9729	-66.409	Basketball court - surface damage, paint damage, backboard damage, fence	Hurricane				223				0	C	N	High
G		Las Mercedes	East	Las Piedras	Puerto Rico	18.1745	-65.8623	Basketball court - roof damage; Fence damage	Hurricane				119E				0	C	N	High
G		Mansiones de Las Piedras	East	Las Piedras	Puerto Rico	18.1919	-65.8713	Playground - equipment damage; Fence damage - bent	Hurricane				170				0	C	N	High
G		El Jardines Judely	East	Las Piedras	Puerto Rico	18.1777	-65.863	Basketball court - roof partially collapsed missing metal sheets	Hurricane				171				0	C	N	High
G		Parkhurst Gardens	East	Las Piedras	Puerto Rico	18.1776	-65.8719	Playground damage - fence damage, missing rubber pad, slide rusted and bent, Swing wooded seats damage; Basketball court - fence damage, one hoop missing; Walking path - entrance trip hazard	Hurricane				122				0	C	N	High
87524 BASKET B1-14																				
G		Proyecto Playa Guayanes	East	Yabucoa	Puerto Rico	18.0604	-65.8244	Basketball court - fence damage; Baseball field - Athletic light pole damage -	Hurricane				142				0	C	N	High
G		Ext. Valles de Yabucoa	East	Yabucoa	Puerto Rico	18.0399	-65.8647	Outdoor lighting damage - metal light pole bent; Gazebo - wood roof	Hurricane				145				0	C	N	High
G		Urb. Santa Maria	East	Yabucoa	Puerto Rico	18.0411	-65.8876	Playground damage - fence damage, equipment damage slide missing	Hurricane				147				0	C	N	High
G		Reparto Horizonte	East	Yabucoa	Puerto Rico	18.0446	-65.8838	Basketball court damage - Fence damage	Hurricane				148				0	C	N	High
G		Urb. Jardines de Yabucoa	East	Yabucoa	Puerto Rico	18.047	-65.8724	Gazebo - roof damage completely collapsed; Fence damaged - bent and	Hurricane				165				0	C	N	High
87524 BASKET B1-15																				
G		Urb Res San Jose Facilidades Recreativas	Southeast	Pailas	Puerto Rico	18.0109	-66.0174	Playground equipment damage; Fence damage	Hurricane				190				0	C	N	High
G		Res Belindas (Urb. Belinda)	Southeast	Arroyo	Puerto Rico	17.9794	-66.0549	Playground equipment damage; Baseball field - bleacher damage, canopy damage, bathroom door damage, athletic light pole damage, electrical	Hurricane				204				0	C	N	High
G		El Palmar	Southeast	Arroyo	Puerto Rico	17.969	-66.0595	Basketball court - Athletic light pole damage, floor surface damage, paint damage; Fence damage	Hurricane				199				0	C	N	High
G		Urb. San Pedro	East	Maunabo	Puerto Rico	18.0049	-65.901	Basketball court damage - athletic light pole damage, roof partially collapsed, fence damaged, floor paint damage, hoop board twisted, electrical retractable system damage. Bench with missing plastic seats, metal siding missing from court roof frame	Hurricane				129				0	C	N	High
G		Urb. Costa Azul	Southeast	Guayama	Puerto Rico	17.9756	-66.0976	Gazebo - roof damage; Basketball court - surface damage, paint damage	Hurricane				208				0	C	N	High
G		Urb. Parques de Interamericana	Southeast	Guayama	Puerto Rico	17.9621	-66.1115	Basketball court - paint damage; Fence damage	Hurricane				209				0	C	N	High
G		Urb. Green Hills (Barrio Algarroba)	Southeast	Guayama	Puerto Rico	17.9776	-66.0986	Fence damage	Hurricane				210				0	C	N	High
G		Res. Carioca	Southeast	Guayama	Puerto Rico	17.9851	-66.1078	Basketball court - athletic light pole damage, missing roof tension cables	Hurricane				211				0	C	N	High
G		Vista Mar Barrio Machete	Southeast	Guayama	Puerto Rico	17.9761	-66.1018	Basketball court - missing hoop and poles, paint damage; Playground - equipment damage; Tennis court - fence damage	Hurricane				212				0	C	N	High
G		Urb (Ina Calamanco) Barrio Borinquen	Southeast	Guayama	Puerto Rico	17.9831	-66.1198	Baseball field - 15 louvers damage, structural support damage, lighting damage, netting damage, metal roof damage	Hurricane				213				0	C	N	High
G		Urb. Rexmanor	Southeast	Guayama	Puerto Rico	17.9846	-66.1035	Gazebo - paint damage; Tennis court - floor damage, fence damage, light pole damage, electrical box; Playground - equipment damage, light pole damage; Basketball court - paint damage	Hurricane				216				0	C	N	High
G		Villas del Carite - Barrio Carite	Southeast	Guayama	Puerto Rico	18.0525	-66.0912	Baseball field - damage; Playground equipment damage; Basketball court -	Hurricane				249				0	C	N	High
87524 BASKET B1-16																				
G		Las Aguilas	Southeast	Coamo	Puerto Rico	18.063	-66.371	Basketball court - lighting damage, court surface damage, paint damage	Hurricane				228				0	C	N	High
G		Villa Cristina	Southeast	Coamo	Puerto Rico	18.08	-66.3718	Basketball court - athletic light pole damage, floor damage, bleachers	Hurricane				230				0	C	N	High
G		Barrio Los Llanos Valle del Paraiso	Southeast	Coamo	Puerto Rico	18.0501	-66.4054	Basketball court - roof damage, court surface damage, light bulbs damage	Hurricane				236				0	C	N	High
G		Urb. El Eden	Southeast	Coamo	Puerto Rico	18.0737	-66.3647	Basketball court - Athletic light pole damage, floor surface damage, paint	Hurricane				238				0	C	N	High
G		Colinas de Coamo	Southeast	Coamo	Puerto Rico	18.0815	-66.3637	Fence damage; Basketball court - paint damage, sidehill slid onto court	Hurricane				240				0	C	N	High
G		Villas de San Blas	Southeast	Coamo	Puerto Rico	18.0808	-66.3468	Basketball court - floor surface damage, paint damage, backboard damage	Hurricane				241				0	C	N	High
G		Extensión Jardines de Coamo	Southeast	Coamo	Puerto Rico	18.1575	-66.3998	Basketball court - roof partially collapsed, lighting damage, court surface damage, paint damage, electrical panel box damage	Hurricane				244				0	C	N	High
Project Number: 87524					Program Delivery Manager		Jon N Austin													
Applicant					Program Delivery Manager		(202) 374-0015													
Applicant					Program Delivery Manager		jon.austin@associates.fema.dhs.gov													



Bid for Reconstruction of Puerto Rico DRD Sports and Recreation Facilities – Consolidated Project
BID # 21-008-DRD

Category	Tier	Name of damage facility	Region	City	State	Latitude	Longitude	Damage Description	Primary Cause of Damage	Obligated Cost	Total Project Cost (FEMA) Review	Bid Cost	Report Number	DDO Completed (C) / Incompleted (I)	DDO Date	Architecture (A) / Engineering (E)	% OF Labor completed	Labor Type	Has received PA grant(s) on this facility in a previous year	DRD Priority
87524 BASKET B1-17																				
G		Ext. Santa Teresita Park 5	South	Ponce	Puerto Rico	18.0323	-66.6041	Playground equipment damage, Basketball court - court and backboard	Hurricane			262					0	C	N	High
G		Urb Rivera's de Bucana 3	South	Ponce	Puerto Rico	18.0276	-66.5899	Fence damage, Basketball court- court surface damage, paint damage, backboard and rim damage, Community center - ceiling damage, wall damage, electrical outlet damage, light fixture damage	Hurricane			264					0	C	N	High
G		Urb. Bella Vista	South	Ponce	Puerto Rico	18.0235	-66.5974	Outdoor lighting damage, Playground equipment damage, Community	Hurricane			266					0	C	N	High
G		Urb. Rivera's de Bucana 3	South	Ponce	Puerto Rico	18.0258	-66.5898	Basketball court - athletic light pole damage, court damage, Outdoor	Hurricane			268					0	C	N	High
G		Coop. De Solares III	South	Ponce	Puerto Rico	18.0076	-66.6266	Basketball - light fixture damage, Playground - light fixture damage,	Hurricane			201					0	C	N	High
G		Coop. De Solares II	South	Ponce	Puerto Rico	18.0072	-66.6228	Basketball court - paint damage	Hurricane			202					0	C	N	High
G		Bella Vista	Southeast	Coamo	Puerto Rico	18.0744	-66.3819	Basketball court - court paint damage	Hurricane			231					0	C	N	High
G		Reparto del Carmen	Southeast	Coamo	Puerto Rico	18.0781	-66.378	Fence damage, Basketball court - Athletic light pole damage, floor surface damage, paint damage, backboard damage	Hurricane			234					0	C	N	High
G		Bo. Pulguillas (Parque)	Southeast	Coamo	Puerto Rico	18.1530	-66.3398	Baseball field - athletic light pole, bleachers canopy damage, dougout paint, Fence damage, Basketball court - roof partially collapsed, lightning damage,	Hurricane			242					0	C	N	High
G		Parque Pedro Garcia	Southeast	Coamo	Puerto Rico	18.1530	-66.4001	court surface damage, paint damage	Hurricane			243					0	C	N	High
G		Ext. Monteflores	Southeast	Coamo	Puerto Rico	18.0508	-66.3673	Baseball field - athletic light pole damage, Fence damage	Hurricane			245					0	C	N	High
G		Ext. Jardines de Coamo	Southeast	Coamo	Puerto Rico	18.0773	-66.3668	Basketball court - steel tesion cables damage, backboard damage, light damage,	Hurricane			252					0	C	N	High
G		Reparto La Hacienda	Southeast	Santa Isabel	Puerto Rico	17.9678	-66.3669	Fence damage, Baseball field - athletic light pole damage, canopy damage, damage railing, broken window, light fixture damage, door gate damage, fire water supply piping damage, paint damage, gate	Hurricane			225					0	C	N	High
G		Jardines de Santa Isabel 2	Southeast	Santa Isabel	Puerto Rico	17.9677	-66.4067	Basketball court - surface damage, paint damage, backboard damage, fence damage, athletic light pole, Fence damage	Hurricane			221					0	C	N	High
								Baseball field - athletic light pole damage, Fence damage	Hurricane								0	C	N	High



Attachment A.2: 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 person, 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, or 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 _____, 2021

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)



Attachment A.3: 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) President's name:
 - d) Vice-President's name (s)
 - e) Secretary's or Clerk's name:
 - f) Treasurer's name:



Statement of Bidders Qualifications

4. If individual or partnership answer the following:
 - a) Date of organization:
 - b) Name and address of all partners. (State whether general or limited partnership):

5. If other corporation or partnership, describe organization and name principals:

6. General character of work performed by your Company:

7. We normally perform _____% of the work with our own forces. List trades below:

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:



Statement of Bidders Qualifications

9. Have you ever defaulted on any contract?

10. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, state circumstances:

11. List name of project, owner, architect, contract amount, percent completed and schedules completion of the major construction projects your organization has in process on this date:

12. List the name of project, owner, architect, contract amount, date of completion, percent of work with own forces of the major projects your organization has completed in the past five years:



It is mandatory that the audited and certified statement include the following:

1. Cash Flow Statement
2. Statement of Revenue and Expenses
3. Financial Statement
4. Financial Statement Notes

It's mandatory that the firm who has not completed one year (1) of operation according to it's articles of incorporation include the following:

Line of Credit of 10% of the Bid including terms and conditions of such agreement and the following:

- a. Rate of interest and commission
- b. Purpose and due date
- c. Disbursement and incompliance
- d. Guaranty and collateral of partners

Failure to comply with the above requirement may be considered sufficient cause for the disqualification of the Bidder.

General Contract of Indemnity – all companies who reflect a limited economic solvency in their financial statements will be asked to include a sworn personal guarantee jointly with their personal financial statements audited and certified by a Public certified accountant.



Statement of Bidders Qualifications

The undersigned hereby agrees to fill out any detailed financial statement that the Owner may require to submit in connection with this bid and to furnish any other information that may be required by said Owner.

The undersigned hereby authorizes and requests from any persona, firm or corporation to disclose or furnish any information requested by _____ in verification.

Owner

Of the recitals comprised in this statement of Bidder's Qualifications.

In _____, Puerto Rico, this _____ day of _____, 2021

(Name of Bidder)

(Address)

(Bidder's Representative)

(Title)

Affidavit No. _____

Sworn and subscribed to before me on the place and date above stated by

_____ and personally known to me.

(Notary Public)



Attachment A.4: Schedule of Addenda

(I) or (We) acknowledge receipt of the Addenda to the plans and specifications hereinafter named, for the project (s) included in this bid and declare that (I) or (We) accept these Addenda and that every change is included in this offer.

Relation of Addenda:	
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
Addendum Number _____	Date _____
In, _____,	Puerto Rico, this _____
Day of _____,	2021.

Signature of Authorized
Officer or Person

Name & Title of Authorized
Officer or Person Signing



Attachment A.5: Bid Offer

Reconstruction Work of DRD-FEMA Consolidated Project #87524 for the specific following Bundles # _____

I - The undersigned, having familiarized himself with the conditions affecting the cost of the work and with the Contract documents thereto, on file at the bids Division of the owner hereby propose to furnish all labor and material, and perform all work including piling work for the total footage indicated below all as required by contract documents for the total lump sum price of

Base Bid

(\$ _____).

II - I hereby propose to accept Change Orders, Increasing or decreasing the amount of the work according to the stipulations of the General Conditions for changes in the work.

III - In submitting this bid it is understood that the right is reserved by ASG/ to reject any or all bids, and it is agreed that this bid may not be withdrawn after the Opening of a bid.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this offer or any other offer submitted for this project.

VI - The Contractor will be expected to execute the contract within 10 days after notification of award of contract.

VII - The undersigned acknowledges the receipt of the Addenda listed in the enclosed Schedule of Addenda and that every change has been considered in this Offer.

VIII - The Bidder certifies that the Subcontractors listed hereunder have provided price quotations for the submittal of this bid offer.

_____	_____
_____	_____
_____	_____
_____	_____



IX - I hereby inform ASG that the following Sub-contractors have provided quotations for the trades listed below required for this construction project.

a. Other:

_____	_____
	Name of Firm

	Address

	Telephone

b. Other:

_____	_____
	Name of Firm

	Address

	Telephone

c. Other (Specify)

_____	_____
	Name of Firm

	Address

	Telephone

_____ 2021
DATE

FIRM NAME _____
BY _____
SIGNATURE _____
NAME (PRINTED) _____
TITLE _____
IRS # _____

OFFICIAL ADDRESS:

TELEPHONE _____



Attachment A.6: Performance Bond
(See instructions)

KNOWN ALL MEN BY THESE PRESENTS, That we _____

(hereinafter called the Principal), as Principal, and _____

a corporation organized and existing under laws of _____
_____ and authorized to transact

business under the laws of the Commonwealth of Puerto Rico, (hereinafter
called the Surety), as Surety, are held and firmly bound unto _____

(hereinafter call the Obligee) in the penal sum of _____
_____ (\$ _____),

lawful money of the United States of America, for the payment of which, well and
truly to be made, the said Principal and said Surety bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the said Principal has entered into a certain written contract with
the Obligee, dated the _____ day of _____
_____ 2021 for _____

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.



Performance Bond

NOW, THEREFORE, if the Principal shall perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____ 2021

Principal

Surety

Attest: _____ By: _____
Attorney-in-fact



Performance Bond

INSTRUCTIONS:

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form.
2. The full legal name and business address of the Principal shall be inserted in the space designated “Principal” on the face of this form. The bond shall be signed by and authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The attorney-in-fact signing for the surety must hold a current power of attorney filed with the Commissioner of Insurance of Puerto Rico. Copy of this document must be attached; if not available, a certification by the Commissioner of Insurance will suffice.
4. Corporation executing the bond shall affix their Corporate Seals.
5. The name of each person signing this bond should be typed in the space provided.



Attachment A.7: Certificate as to Corporate Principal (Offer)

I, _____, certify that I am the
Secretary of Assistant Secretary of the corporation named as Principal in the
foregoing Offer, that _____

Name of Principal's Representative

On behalf of the Principal, was then _____

(Title of Position)

of said Corporation, that said Offer was duly signed for and on behalf of said
Corporation by authority of its governing body, and is within the scope of its
corporate powers, this _____ day of

_____, 2021 at _____
Puerto Rico.

(Corporate Seal)

(Signature of Secretary)
(or Assistant Secretary)

Certificate as to Individual Principal

On the _____ day of _____ 2021, appeared

Before me _____, of _____

(Name of Principal) (Address)

(Occupation)

of legal age and personally known to me and upon each stated to have executed the foregoing
Performance Bond.

(Notarial Seal)

(Notary Public)



Performance Bond and Acknowledgement of Surety

ISLAND OF PUERTO RICO)
CITY OF SAN JUAN)

On this _____ day of _____, 2021, be before me, the subscriber, a Notary Public of the city of _____, Puerto Rico, duly commissioned and qualified came

_____, as attorney in fact of the _____, to me personally known to be the officer who executed the preceding instrument, and he acknowledges execution of the same, and being by me duly sworn, depose, and saith, that he is that said officer of the company aforesaid, and that his signature as such officer was duly affixed and subscribed to said instrument by authority and direction of the said Company given in the Power of Attorney* executed by said company on the _____ day of _____, 2021, the original of which is on file in the office of the Superintendent of Insurance of Puerto Rico.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at the City of _____, Puerto Rico the day and year first above written.

(NOTARY PUBLIC)

(Notarial Seal)

*Power of Attorney The Bid Bond must be accompanied by a copy of a current, valid power of Attorney from the Surety to the person issuing the bond on behalf of the Surety



Attachment A.8: Payment Bond
(See instructions)

KNOWN ALL MEN BY THESE PRESENTS, That we _____

(hereinafter called the Principal), and _____

a corporation organized and existing under laws of _____

_____ and authorized to transact

business under the laws of the Commonwealth of Puerto Rico, (hereinafter

called the Surety), as Surety, are held and firmly bound unto _____

(hereinafter call the Oblige) in the penal sum of _____
_____ (\$ _____),

lawful money of the United States of America, for the payment of which, well and

truly to be made, the said Principal and said Surety bind ourselves, our heirs,

executors, administrators, successors, and assigns, jointly and severally, firmly

by these presents.

WHEREAS, the said Principal has entered into a certain written contract with

the Oblige, dated the _____ day of _____
_____ 2021 for _____

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.
payment



PAYMENT BOND

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then the above obligation shall be void; otherwise to remain in full force and effect.

Signed and Sealed this _____ day of _____ 2021

Principal

Surety

Attest: _____ By: _____
Attorney-in-fact



PAYMENT BOND

INSTRUCTIONS:

1. This form for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form.
2. The full legal name and business address of the Principal shall be inserted in the space designated “Principal” on the face of this form. The bond shall be signed by and authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
3. The attorney-in-fact signing for the surety must hold a current power of attorney filed with the Commissioner of Insurance of Puerto Rico. Copy of this document must be attached; if not available, a certification by the Commissioner of Insurance will suffice.
4. Corporation executing the bond shall affix their Corporate Seals.
5. The name of each person signing this bond should be typed in the space provided.



Attachment A.9: Certificate as to Corporate Principal

I, _____, certify that I am the
Secretary of the corporation named as Principal in the foregoing Material, that Payment Bond; that

(Name of Principal's Representative)
Who signed this on behalf of the Principal, was then _____
(Title of Position)
of said Corporation, that said Offer was duly signed for and on behalf of said
Corporation by authority of its governing body, and is within the scope of its
corporate powers, this _____ day of
_____, 2021 at _____
Puerto Rico.

(Corporate Seal)

(Signature of Secretary)

Certificate as to Individual Principal

On the _____ day of _____ 2021 _____, appeared
Before me _____, of _____
(Name of Principal) (Address)

_____,
(Occupation)

of legal age and personally known to me and upon oath stated to have executed the foregoing
Materials Performance Bond.

(Notarial Seal)

(Notary Public)



Attachment A.10: Payment Bond and Acknowledgement of Surety

ISLAND OF PUERTO RICO)
CITY OF SAN JUAN)

On this _____ day of _____, 2021____, be before me, the subscriber, a Notary Public of the city of _____, Puerto Rico, duly commissioned ad qualified came _____

_____ as attorney in fact of the _____
_____, to me personally known to be the officer who executed the preceding instrument, and he acknowledges execution of the same, and being by me duly sworn, depose, and saith, that he is that said officer of the company aforesaid, and that his signature as such officer was duly affixed and subscribed to said instrument by authority and direction of the said Company given in the Power of Attorney* executed by said company on the _____ day of _____, 2021 the original of which is on file in the office of the Superintendent of Insurance of Puerto Rico.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at the City of _____, Puerto Rico the day and year first above written.

(NOTARY PUBLIC)

(Notarial Seal)

*Power of Attorney



DEPARTMENT OF RECREATION AND SPORTS OF PUERTO RICO
Attachment A.11: Agreement Clauses

A G R E E M E N T C - _____

THIS AGREEMENT made by and between _____

(hereinafter called the “Contractor”) herein represented

by _____ and

DEPARTMENT OF RECREATION AND SPORTS

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows”

Article 1 – **Statement of Work**

The Contractor shall furnish all labor, equipment, material and services or as otherwise indicated, for the constructions of Project No. _____
at _____,
Puerto Rico described in the **Scope of Work of the Special Conditions of the Bid**

All Work shall be in strict accordance with the contract Documents, all of which are made a part hereof and listed in Article 7 of this Contract.

Article 2 – **Contract Price**

For the performance of the work described in Article 1 of this Contract the Owner shall pay to the Contractor, subject to addition and or deduction as provided therein, in current funds, the amount of _____.

Article 3 – **Change Orders**

Change Orders under this Contract shall be authorized and executed according to the provisions of the Supplementary General Conditions and the General Conditions of the Contract.



Article 4 – **Time for Completion**

The Contractor shall commence work under this Contract on the date to be specified in the written order to proceed by the Owner and shall

complete all work thereunder within _____ consecutive calendar days computed from the date stated in the order to proceed

Article 5 – **Liquidated Damages**

The Contractor and his surety shall be liable for and shall pay to the Owner the amount of _____ **DOLLARS** (_____).

As fixed and agreed liquidated damages for each calendar day of delay in the completion of this project not beyond the control of the Contractor, until the work is completed to the satisfaction of the Owner, According to the Contract.

Article 6 – **Hold Harmless Agreement**

The Contractor and its insurer shall save and hold harmless the Owner from and against any and all claims, demand

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 owner from such claims, demands and or suits and shall bear all the expenses for such defense.

Article 7 – **Contract Documents**

The Contract Documents consist of the following component parts:

A. This Agreement, including:

1. Performance Bond
2. Payment Bond
3. Evidence of the following insurances coverage required

Workmen's Compensation Insurance – Statutory

Employer's Liability

Comprehensive General and Automobile Liability Insurance including



Owner's Protective Liability (Hold Harmless Clause)

Builder's Risk (All risks form including Earthquake)

Installation floater insurance

- B. Addenda No. _____
- C. Contractor's BID dated _____
- D. Instruction to Bidders
- E. General Conditions
- F. Supplementary General Conditions
- G. Special Conditions
- H. Technical Specifications
- I. Drawings
- J. RUL Certification
- K. Affidavit

Article 8 – **Certifications**

The following certifications form part of this contract:

- a. A compliance certification of submittal of income tax liabilities for the last five (5) years previous to the date contract is executed (Annex I, Model SC-2888) issued by the Internal Revenue Office of the Department of the Treasury Form 35-67 (Annex III, attached) will be used to request the above mentioned certification.
- b. Certification document of no debt for Income Tax liabilities (Annex III Mod. SC.6096) Issued by the Internal Revenue Area of the Department of the Treasury.
- c. Certification document of no debt for Income Tax on Real Property and chattels that will be requested from the Municipal Revenues Collection Center ("CRIM").
- d. Certification document of no debt at the date the contract is executed for the concept of Unemployment Insurance (It is requested from the Department of Labor and Human Resources).



- e. Certification document of no debt for temporary Disability Insurance and social Security for drivers. (It is requested from the Department of Labor and Human Resources).

If contracted party does not deliver the corresponding documents from the Department of Treasury (Income Tax), Department of Labor and Human Resources (Unemployment Insurance Temporary Disability, and/or Social Security for drivers), and/or the Municipal Revenues Collection Center (“CRIM”) (tax on real property and/or chattels) within the next thirty (30) days from the execution of the present contract, the same (present contract) shall be terminated, without any further need of any kind of notice, without any right to receive any payment that may be due and that any payment that may be due shall be transferred to the corresponding governmental instrumentality, so that it may make the appropriate credit.

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed in original this ____ day of _____
in the year two thousand nine , (2021).

Department of Sports & Recreation of Puerto Rico

IRS NO. _____

Important Note:

After award, this contract model will be revised by the DRD to include any and all uniform standard Government of Puerto Rico requi and DRD contract requirements.



Attachment B: 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."



Certification

Attachment C: Certification Regarding 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including 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.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



Attachment D: 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 3contracts 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 "paymentbond" 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 (Asrequired 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.