



INFORMAL BID 22J-08406-R2
FOR THE ACQUISITION OF REPAIRS OF GENERAL INFRAESTRUCTURE FOR
CTS PONCE OF THE DEPARTAMENT OF HEALTH OF THE
GOVERNMENT OF PUERTO RICO
(FEMA REF. NO. 90019 P/W #6515 & REF. NO. 158747 P/W 281)

COMPULSORY PRE-AUCTION MEETING DATE
MONDAY, DECEMBER 5, 2022 AT 10:00AM

COMPULSORY OCULAR INSPECTION DATE
WEDNESDAY, DECEMBER 7, 2022 at 11:00 AM

DEADLINE TO SUBMIT QUESTIONS DATE
THURSDAY, DECEMBER 8, 2022 at 3:00 pm

BID SUBMISSION DATE
FRIDAY, DECEMBER 16, 2022 at 10:00 am

OPENING DATE
FRIDAY, DECEMBER 16, 2022 at 11:00 am



I. INSTRUCTIONS

1. FORM.

Bidders shall submit their bid proposals in the form provided therefor. Bidders may make a copy thereof for their records. Bidders may add separate pages to clarify or describe their proposal in detail. These additional pages must be typed or printed legibly on the bidder's letterhead.

2. TERMS.

The term "days" shall mean calendar days, except as otherwise provided. The words and phrases used shall be construed according to the commonly approved usage of the language; words in the present tense include the future; the singular number includes the plural; the masculine gender includes the feminine and neuter genders, except where such construction would be absurd.

3. REGISTERED BIDDERS.

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

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

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

4. NONREGISTERED BIDDERS.

If a bidder who is not registered in the RUL appears in a informal bidding process and submits a proposal, the Auxiliary Administration of Acquisitions shall not reject his proposal for the mere fact that said bidder is not registered in the RUL and shall grant such bidder a period of **five (5) business days** from the Bid Opening to



file the required documents with the RUL. The bidder's failure to submit the required documents, shall result in his disqualification. *See Regulation No. 9230, supra.*

5. PROTEST BID DOCUMENTS.

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

6. VIRTUAL PRE-BID MEETING: MANDATORY.

Attendance to the virtual pre-bid meeting shall be **mandatory for every bidder submitting a bid proposal.** Any bidder that submits a bid proposal but fails to attend the virtual pre-bid meeting shall be **disqualified.** The name of all duly registered bidders shall be announced at the beginning of the pre-bid meeting. When pre-bid meetings are held in virtual format, bidders shall access the meeting and register before the start time. Bidders who join the pre-bid meeting after the start time shall be disqualified. Registration shall begin at least five (5) minutes before the official start time of the pre-bid meeting.

The virtual pre-bid meeting will be held on **Monday, December 5, 2022, at 10:00 am.** Every bidder or interested person may join the pre-bid meeting on ASG website, (<https://asg.pr.gov/subastas>) In addition, they must access the link to the above-referenced bid, which shall offer them the option to connect to the "virtual pre-bid meeting."

7. SITE VISIT: MANDATORY.

The site visit of the facilities at the Centro Transicional de Servicios de Ponce facilities, located at Bo. Machuelo, Carretera 14, Avenida Tito Castro, Ponce Puerto Rico (GPS Latitude/Longitude: 18.03499°, - 66.59530°). shall be held on **Wednesday, December 7, 2022, at 11:00 pm.** Attendance to the site visit shall be mandatory and interested bidders must arrive on time. Any bidder who arrives at the site visit after registration has closed shall not be able to participate in the site visit and shall be deemed to be absent. Bidders' failure to attend a site visit shall constitute sufficient cause for disqualification.

8. CONTENT OF BID OFFERS.

Every bidder shall submit his bid offer in a sealed envelope to the Office of the Auxillary Administration of Acquisitions at Centro Gubernamental Minillas, Torre Norte, Floor 13, San Juan, Puerto Rico, and by electronic mail as stated in detail herein below. The envelope shall state the bidder's name, address, and telephone number, the company represented as well as the bid number. Upon receiving the envelope, the Secretary shall write thereon the exact time and date on which it was received, which shall constitute the official submission date of the bid proposal. In addition, bidders shall include the following documents:



- a. Duly signed Bid Documents.
- b. Bid Bond.
- c. Bid Proposal Schedule provided.
- d. Literature of each product offered identified with item or line number, as applicable.
- e. Manufacturer's Letter, as applicable.
- f. Amendments to the Bid Proposal, as applicable.
- g. Cover Letter
- h. Resolution in effect issued by the Puerto Rican Industry Investment Board, the Puerto Rico Trade and Export Company, or any other governing body for the use of the percentage granted under the preference laws, as applicable.
- i. Any other document required herein, or the specifications hereto attached.

Every bid not identified as provided herein shall be processed as regular correspondence. In these cases, the Auxiliary Administration of Acquisitions shall not be held accountable if the bidder loses his opportunity to timely submit his offer. Also, these bidders may not request that their offer be acknowledged or claim that the proposal has been disclosed or opened prematurely.

In addition, a bidder **may be disqualified**, if he fails to attach the documents mentioned above to his offer.

9. ALTERATIONS.

Every bid offer shall be submitted in a legible, clear, complete, and accurate manner. Multiple, varied, or ambiguous proposals shall not be considered. **The person signing the bid proposal** must initial any erasure, crossing out, annotation, or correction in the bid proposal. Otherwise, the proposal for the corresponding item or items shall be voided.

The use of correction fluid to make corrections shall be considered an erasure and **must be initialed by the person signing the bid proposal** in order to be considered. The use of correction paper to write on the bid offer shall not be accepted.

10. ADDRESS IN BID OFFER.

The bid proposal shall contain the street and mailing address of the principal office of the business in Puerto Rico as well as the name and address of the registered agent of the corporation, as applicable.

11. SIGNATURES ON BID OFFER.

The Bidders' Bid Offer (Attachment I) shall be signed with permanent blue ink or pen on the space provided therefor by the person registered in the RUL or his authorized representative. The Bidder's electronic signature on the bid proposal shall be accepted.

Bidders who are not registered in the RUL shall fill out Form **ASG 673, ASG 674, or ATTACHMENT II** attached hereto, as appropriate.



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

12. DATE, TIME AND MANNER OF SUBMISSION OF BID OFFER.

Bid offer must be submitted on or December 16, 2022, at 10:00 am, in the following two methods:

1. At the Office of the Auxiliary Administration of Acquisitions, Centro Gubernamental Minillas, Torre Norte, Floor 13, San Juan, Puerto Rico; and
2. by electronic mail to: subastasinformales@asg.pr.gov

Every bidder shall submit his bid offer in a sealed envelope to the Office of the Auxiliary Administration of Acquisitions at Centro Gubernamental Minillas, Torre Norte, Floor 13, San Juan, Puerto Rico, and by electronic mail as stated in detail herein below. The envelope shall state the bidder's name, address, and telephone number, the company represented as well as the bid number. Upon receiving the envelope, the Secretary shall write on the envelope the exact time and date on which it was received, which shall constitute the official submission date of the bid offer. The physical document submitted shall be considered the official bid offer. The email shall state the following in the **"SUBJECT line: BID OFFER, Bid Number, and Bidder's Name."**

Any bid offer not identified as provided herein shall be processed as regular correspondence. In these cases, the Auxiliary Administration of Acquisitions shall not be held accountable if the bidder loses his opportunity to timely submit his proposal. Also, these bidders may not request that their proposals be acknowledged or claim that the proposal has been disclosed or opened prematurely.

The bid offer shall be included in the email as attachments. The documents so attached shall be a true and correct copy of those submitted physically and a certification attesting to such fact shall also be included. A hard copy of files that exceed the email attachment size limits may be accepted as an exception.

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

13. BID OPENING TIME AND DATE:

Bid Opening will be held on Friday, December 16, 2022, at 11:00 am. Every person interested in attending the Bid Opening, which shall be held virtually, may access the same through ASG website, "Procurement Reform," where bidders shall find the link to the above-referenced bid, which shall provide them with the option to connect to the "virtual pre-bid meeting."

The purpose of the Bid Opening is for the interested parties to verify that their bid proposals were received, whether they met the basic requirements of form, and learn the amount of each bid proposal. The bid opening



shall be led by the Auxiliary Administrator of Acquisitions or his authorized representative, who shall be present at the bid opening and be in charge of all proceedings during the same.

Every person attending the bid opening shall comply with the rules of conduct prescribed by the Auxiliary Administration of Acquisitions for such purposes.

14. BRAND, MODEL, AND LITERATURE.

If applicable, the bidder shall state in the bid offer the brand and model of the product as well as the manufacturer's technical literature which allows to verify whether the quoted product complies with the required specifications. Said literature or specification sheets shall clearly state the bid item to which it refers.

15. DOCUMENTS.

All documents included as part of the bid document and those issued subsequently shall be part thereof and must be included when submitting the proposals.

All documents shall be submitted in letter-size paper, that is, 8.5 x 11 inches.

16. COVER LETTER.

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

- a) Past performance: of having performed a service or provided a good similar to that requested herein in the past two (2) years, a list of public and private clients to which the service was rendered and their contact information.
- b) Technical capability, for the purpose of ascertaining the bidder's capability to meet each of the technical requirements, establishing a practical and feasible method to meet them. This includes, but is not limited to, process to communicate back orders; Government billing process; account management; among others.
- c) Any other information that the bidder believes the Auxiliary Administration of Acquisitions should know during the evaluation process.

The cover letter must be signed by the person authorized therefor in the RUL. The past performance and technical capability shall be considered by the Auxiliary Administration of Acquisitions to have an understanding of the bidder's capabilities and to award the contract.

The Auxiliary Administration of Acquisitions and ASG reserve the right to request additional information to verify the information submitted by the bidder.



17. WARNINGS.

- a. Providing any type of false or fraudulent information or documentation as part of the bid proposal submitted shall constitute sufficient cause for disqualification or rejection of the bid proposal of any bidder, as well as cancellation or termination of any purchase order or contract executed by virtue thereof.
- b. ASG and/or the Auxiliary Administration of Acquisitions may order the partial or total cancellation of the informal bid if it is in the best interest of the Government of Puerto Rico, regardless of the stage of the solicitation process; provided, that it is prior to the execution of any contract or the issuance of a purchase order.
- c. ASG may amend any informal bid invitation and/or document up to two (2) business days before the bid opening when such amendment involves changes or additional requests to be included in the proposal or bid, or up to one (1) business day before the bid opening, when the amendment does not affect the submission of proposals, and when it is in the best interest of the Government of Puerto Rico. In the case of construction works, the Administration may amend any informal bid document up to five (5) before the bid opening when such amendment involves changes or additional requests to be included in the proposal or bid, or up to three (3) business days before the bid opening, when the amendment does not affect the submittal of proposals.
- d. ASG shall not accept a bond in an amount less than the amount provided herein or in the name of an entity other than the Secretary of the Treasury. Failure to meet this requirement shall result in the rejection of the bid.
- e. The General Services Administration and the Auxiliary Administration of Acquisitions shall comply with the public policy on procurement preference as provided by law.
- f. Every person who, within his relationship with the agencies and other instrumentalities of the Government of Puerto Rico, participates in a bidding process, submits a bid proposal, or is interested in entering into contracts with them, shall be required to disclose all the necessary information so that agencies may evaluate the transactions thoroughly and make correct and informed determinations.
- g. ASG reserves the right to modify the Instructions, Terms, Conditions, and Specifications of the bid object of this document before the holding of the bid opening. Every modification shall be notified in writing to all bidders.
- h. ASG and the Auxiliary Administration of Acquisitions reserve the right to request additional documentation or information at any stage of the process for the purpose of verifying the accuracy of the information provided by the bidder.
- i. ASG and the Auxiliary Administration of Acquisitions reserve the right to call pre-bid meetings, site visits, public hearings, among others, in addition to those provided herein.



II. ACCEPTABLE AND UNACCEPTABLE BID OFFERS

1. UNIT PRICE QUOTATION.

Bids shall be expressed in dollars and cents. Bids expressed in percentages, unspecified prices, amounts of money or percentages in excess of the lowest bid shall not be considered.

2. NO BID OFFER.

If a bidder is not interested in submitting a bid offer, he **shall return ATTACHMENT I (Bid Offer)** of the Invitation to Bid, stating his reasons for not submitting a bid proposal and notify whether he is interested in receiving future invitations to bids on such regard.

3. NONRESPONSIVE OR UNACCEPTABLE BIDS.

When submitting a bid proposal, bidders shall base their bid proposals only on the product or service requested according to the specifications and conditions established. The Specifications are the minimum standards. **An offer that supersedes the specifications may be accepted; provided, that it does not substantially alters the product or service requested so that it could be interpreted as unfair competition.**

Bid proposals that are ambiguous as to their meaning, **incomplete** or **undefined** shall not be accepted. Furthermore, bid proposals that alter, fail to comply, vary or condition the Terms, Conditions, and Specifications established by ASG shall not be accepted either.

4. INCOMPLETE OFFERS.

Bid offers that are not duly completed may be **rejected**. If a bidder has no information or product to include in a blank space, he must write "N/A" - (not applicable) or "N/B" - (no bid).

5. CORRECTIONS, MODIFICATION OR WITHDRAWAL OF OFFERS.

Offers may be corrected, modified or withdrawn only in the manner provided in Section 7.2 of Regulation No. 9230, *supra*.

6. MULTIPLE BIDS BY THE SAME BIDDER.

If a bidder submits several bid offers, either in his own name or under an alias, any of his subsidiaries or branches, one or more of his partners, agents, or officers, **all bids shall be rejected** and may be subject to the penalties established in Regulation No. 9230, *supra*.



7. GLOBAL REJECTION.

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

8. LIMITED OFFER.

Any bidder who believes that he may hold the prices for a limited period of time shall state so in his offer and establish the time period.

9. FAIR COMPETITION.

ASG issues this bids documents **for the acquisition of repairs of general infrastructure of the CTS Ponce Facilities of the Department of Health of the Government of Puerto Rico.**

The successful bidder may not offer to any Government entity or exempt Government entity of the Government of Puerto Rico a lower price than that offered to ASG for the same service, work, or product under this Bid Document.

III. GENERAL CONDITIONS

1. TRANSPORTATION, FREIGHT, AND DELIVERY.

Quoted prices shall include transportation and freight costs until the final delivery of the products, equipment, or services at the place designated by the requesting agency free of charge for the Government.

2. QUOTED PRICES.

All bidders shall base their quotations on fair prices for their services, considering experience, education, and technical knowledge. In the case of supply agreements, the quality of the goods shall be taken into account.

Prices offered by the bidder shall remain firm during the term of the contract awarded, and shall not be subject to changes due to market increases or otherwise, except as provided in subsection 3 of Section 3 of this Bid Document.

3. PRICE ADJUSTMENT (ESCALATION CLAUSE).

Prices offered may be subject to change due to legal fluctuations (excises or taxes), freight costs in the market, or increases in the price of raw material, provided, that the bidder shows proof of such increases. The increase in the established pricing shall be subject to the written approval of the General Services Administration. A mere written notice shall suffice to reduce the price.



4. TIME OF DELIVERY.

Deliveries shall be made within the period quoted by the bidder, to be counted from the receipt of the purchase order. The shortest delivery period may be a decisive factor in the determination to award the contract to a bidder. Government entities may establish the time delivery according to their needs.

5. STORAGE.

If applicable, the bidder shall assume all costs related to the storage of products or supplies available and sold to the Government of Puerto Rico.

6. SAMPLES.

If the Auxiliary Administration of Acquisitions requires samples of the quoted equipment and/or products, the bidder shall furnish said samples in their original packaging within three (3) days from the Administration's request. Any bidder that fails to meet this requirement shall be **disqualified**.

The samples submitted for evaluation shall be representative of the product offered and shall be identified by line, item, type, quality, style, and size. Once the evaluation of samples concludes, the bidder shall pick up the samples within ten (10) days from the oral or written notice of the Auxiliary Administration of Acquisitions.

7. REVIEW AND AWARD.

The Auxiliary Administration of Acquisitions shall review and evaluate all offers submitted before awarding the contract. At any time during the evaluation period, the Administration, through the Administrator of the Auxiliary Administration of Acquisitions, may contact the bidders or call public meetings for clarifications on the offers. The purpose of these clarifications is not to obtain additional information not originally submitted in the offer, but rather to have a better understanding of the content of the bid offer.

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

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



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

Once the Auxiliary Administration of Acquisitions makes a final decision, the Secretary shall notify such decision in writing to all participating bidders.

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

- a) **BOUND BY AWARD:** No bidder shall be authorized to deliver products or perform services without having previously executed a contract or the issuance of a purchase order. Therefore, no agency or instrumentality of the Government shall guarantee any payment whatsoever, until a contract is executed or the Administration issues a purchase order signed by the authorized person. The Government of Puerto Rico shall not be bound by any award until the appropriate contract has been executed. Once the contract is awarded, the Government may issue purchase orders for the products or services contracted. The ASG Acquisitions Division may pass judgment on every order issued under the contract executed as a result of this bid.

8. QUANTITIES TO BE PURCHASED.

The issued purchase order shall state the specified quantities.

9. MANNER OF BILLING.

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

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

10. PAYMENT.

Agencies shall process payment in accordance with the provisions of Circular Letter 1300-02-10 of the Department of the Treasury, which provides that "[it shall be the responsibility of the agencies to require the



provider to submit invoices on or before ten (10) days from the completion, period or date of delivery of the good or service.”

11. PREFERENCE LAWS.

In every procurement process, ASG shall fully comply with the public policy on procurement preference set forth in the following laws:

- a) Act No. 14-2004, as amended, known as the “Puerto Rican Industry Investment Act”;
- b) Act No. 129-2005, as amended, known as the “Government of the Commonwealth of Puerto Rico Procurement Reserve Act”;
- c) Act No. 253-2006, known as the “Multiple-Award Contract in Procurement Processes”;
- d) Act No. 42-2018, as amended, known as the “Local Contractors and Construction Providers Preference Act.”

ASG shall fully comply with those measures that ensure compliance with the aforementioned public policy as well as any other public policy that promote and assist local capital business to improve their business opportunities, for the purpose of creating more and better jobs for the people.

a. USE OF PERCENTAGE OF PREFERENCE: Bidders interested in using their allocated percentage (%) of preference may submit the resolution in effect issued by the Puerto Rican Industry Investment Board, the Puerto Rico Trade and Export Company, or any other governing body, together with their bid proposal in order to have their preference validated. The resolution must provide the item or items for which preference has been granted.

b. ASSIGNMENT OF PERCENTAGE OF PREFERENCE: Businesses that have obtained a **manufacturing** percentage of preference for any their products may assign such percentage to their agents established in Puerto Rico through a duly notarized letter expressly stating that they are assigning to each agent the percentage of preference granted to said product by the Puerto Rican Industry Investment Board or any other governing body. Said letter must be approved and bear the official seal of the issuing government entity affixed thereon.

c. APPLICATION OF THE PERCENTAGE OF PREFERENCE: If, upon applying the percentage (%) of preference, products are on equal conditions, the award shall be made in the following order: (1) products of Puerto Rico; (2) products of the United States; and (3) products of a foreign country.

d. UPDATED RESOLUTION: In every purchase made under a contract or purchase order resulting from these bid documents, a bidder who has obtained a percentage (%) of preference for his products shall present at the time of each purchase a valid resolution issued by the Puerto Rican Industry Investment Board, the Puerto Rico Trade and Export Company, or any other governing body. Failure to present a valid resolution shall prevent such bidder from availing himself of the benefits granted under said laws.



12. BONDS AND WARRANTY.

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

A bid bond in the amount of five (5%) percent of the total bid amount shall be required for this bid. Every bid proposal submitted without the bid bond provided herein shall be rejected.

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

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

A Performance and Payment Bond in the amount of one hundred (100%) percent of the total bid amount shall be required for this bid.

c. **WARRANTY:** The products or services under this bid shall be guaranteed for the period established in ASG specifications. In the case of invitations to bid with no specifications, the bid proposal shall state the period during such the products shall be guaranteed in **days, months or years**. Said warranty period may be a decisive factor when awarding the contract.

13. NONCOMPLIANCE.

If the bidder fails to comply with the terms and conditions of this bid, once the purchase order is issued or the contract is executed, ASG shall cancel the same immediately, **enforce the Performance Bond, and exclude the bidder from the RUL for a period of not less than one (1) year nor more than three (3) years**, in accordance with Regulation No. 9230, *supra*. In addition, ASG reserves the right to impose any other sanctions as provided in the aforementioned Regulation, Act No. 73-2019, as amended, as well as those provided in the contract or purchase order.

The measures to be taken in the event of noncompliance shall be imposed solely by ASG, upon investigation of the facts and notice, and affording due process to the bidder.



A delay penalty equal to **one half percent (0.5)** of the total amount of the issued purchase order shall be imposed on any bidder who fails to deliver products or perform services for each day the delay continues, without constituting a waiver of any other applicable legal proceeding. There is a delay, when the vendor fails to meet delivery date or service commencement date. **The delay penalty in a construction project shall be established as provided in Regulation No. 9230, *supra*.**

14. CANCELTION OF PURCHASE ORDER FOR REFUSAL TO DELIVER.

If the bidder refuses to deliver the ordered items, the purchase order may be cancelled and a new purchase order may be issued to another bidder. In addition, ASG shall apply the applicable penalties, as provided in Regulation No. 9230, *supra*, as well as Act No. 73-2019, *supra*, and those provided in the contract or purchase order.

15. CERTIFICATIONS.

Bidders shall include in their bid proposals the forms provided as well as all the certifications required herein and the specifications attached hereto. Bidders are hereby advised that every bidder shall comply with all of the following:

A. CODE OF ETHICS FOR CONTRACTORS:

Every bidder shall comply with the provisions of Act No. 2-2018, as amended, known as the "Anticorruption Code for the New Puerto Rico," which requires all government entities to operate under standards of integrity, efficiency, probity, and transparency. This Code of Ethics stresses the public policy of the Government of Puerto Rico on the adequate and efficient use of public resources and the eradication of government corruption.

Said Code requires all contractors, good or service providers, and applicants for incentives to refrain from performing or engaging in conduct that would directly or indirectly imply that former and current public servants are violating the provisions of the Government Ethics Act. Acceptance of the rules established in this Code of Ethics is a condition precedent for the bidders or their representatives to conduct transactions or enter into agreements with executive agencies.

Every person shall be required to report acts that are in violation of said Code that constitute acts of corruption, or that have the elements of the crimes of fraud, bribery, embezzlement or misappropriation of funds, and of which such person has personal knowledge, concerning a contract, business or transaction between the Government and a contractor or supplier of goods or services. Whistleblowers shall be protected under Act No. 2, *supra*.



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Every person shall be required to report acts that are in violation of said Code that constitute acts of corruption, or that have the elements of the crimes of fraud, bribery, embezzlement or misappropriation of funds, and of which such person has personal knowledge, concerning a contract, business or transaction between the Government and a contractor or supplier of goods or services. Whistleblowers shall be protected under Act No. 2, *supra*.



B. CODES OF PROFESSIONAL ETHICS:

Every person shall adhere to the rules of conduct and the principles of excellence and honesty of their profession, as well as to the rules or codes of ethics of the professional association or college of which they are members and which regulate their trade or profession with respect to both their competitors and the Government of Puerto Rico.

Persons who are not members of a professional association or college, or in the case of professional associations or colleges that do not have a Code of Ethics for their members, shall adhere to the general principles of ethical conduct considered reasonable in their profession or trade.

16. COOPERATION WITH INVESTIGATIONS.

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

17. PRE-BID MEETING (Mandatory).

ASG and the Auxiliary Administration of Acquisitions reserve the right to call pre-bid meetings as are necessary in order to discuss Specifications, Terms and Conditions, or any other matter deemed pertinent. Attendees shall observe the rules and standards of conduct established by ASG and the Auxiliary Administration of Acquisitions to ensure respect for human dignity and the highest citizenship values. **Shouting, speaking loudly or addressing the Auxiliary Administration of Acquisitions members and their representatives, GSA officials, or any other bidder in an aggressive or hostile manner, speaking out of order, or engaging in behavior for the purpose of disrupting the meeting shall not be allowed. Bidders' attendance shall be mandatory; if a bidder fails to attend a pre-bid meeting, his bid proposal shall not be considered.**

18. NON-DISCRIMINATION CLAUSE.

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

19. COMMUNICATIONS AND NOTICES.

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



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

Any information or public notice related to this bid shall posted by the Auxiliary Administration of Acquisitions on ASG's website (<https://asg.pr.gov/subastas>). Any information, public notice, or amendment related to this bid shall be made in writing with ASG and the Auxiliary Administration of Acquisitions' proper authorizations.

IV. CONTRACT WITH THE GENERAL SERVICES ADMINISTRATION (DO NOT APPLY)

1. EXECUTION OF CONTRACT.

The successful bidder's proposal and the forms included in the Bid Document shall constitute the basis of the contract between the successful bidder and ASG or in the purchase or service order. The contract shall be executed upon receipt by ASG of the bonds and warranties required from the bidder.

2. RENEGOTIATION OF CONTRACT.

The prices offered by the bidder shall remain firm during the term of the contract awarded, as these were quoted and awarded, except as provided in subsection 3 of Section 3 of this Bid Document.

The Delegate Buyer or Deputy Delegate buyer of the requesting government agency or entity shall not be authorized to renegotiate the contract prices. If the original term of the contract is extended, a successful bidder who wishes to renegotiate the contracted prices shall request so in writing to ASG's Administrator. If the change is authorized, it shall be notified in writing and published through an amendment to the contract.

3. REFUSAL TO EXECUTE CONTRACT.

If the successful bidder refuses to execute the contract or does not appear to sign it within the period prescribed in the Notice or Resolution of Award or by the Contract Unit of ASG's Procurement Division, and fails to provide a prior reasonable notice, said bidder shall not be considered to be a party to the contract with ASG. ASG Administrator may apply the provisions of Regulation No. 9230, *supra* to such bidder.

4. EFFECTIVE TERM OF CONTRACT.

The contract executed pursuant to this bid shall be effective for **not applicable**, to be counted from the execution thereof. The Administrator may authorize amendments to the contract in order to extend the effective term thereof in accordance with the provisions of Regulation No. 9230, *supra*. The vendor shall be notified in writing before the expiration date of the contract of ASG's intent to extend the same. Amendments shall be made through an "Amendment" document, which shall include the signatures of the parties.



5. SCOPE OF THE CONTRACT.

The contract to be executed pursuant to this bid shall cover the requesting agency or the governmental or exempt entities of the Government of Puerto Rico, as defined in Act No. 73 *supra*. The supplier shall not refuse to provide services to any agency, public corporation or municipality.

6. CONTRACT USE INSTRUCTIONS.

Once the Auxiliary Administration of Acquisitions of ASG awards the contract, the Procurement Division shall establish a contract between the parties. ASG shall advise the Delegate Buyers and Deputy Delegate Buyers on the contract use through the "Contract Use Instructions," which includes the terms and conditions set forth in the bid documents and the price schedule. These instructions are an exclusive guide for buyers.

V. CANCELLATION OF CONTRACT

No head of government agency or instrumentality of the Government, public corporation, municipality or of the Legislative Branch or the Judicial Branch may award or execute a contract for the performance of services or for the sale or delivery of goods, to any natural or juridical person that has been convicted of, or pled guilty to, at the state or federal level, in any other jurisdiction of the United States of America, or any other country, a criminal offense involving fraud, embezzlement, or misappropriation of public funds, as provided in Act No. 2-2018, as amended. This prohibition from awarding or executing contracts is extended to juridical persons whose presidents, vice presidents, directors, executive directors, or members of Boards of Director, or person acting in similar capacity, has been convicted of, or plead guilty to, at the state or federal level, in any other jurisdiction of the United States of America, or any other country, a criminal offense involving fraud, embezzlement, or misappropriation of public funds, as listed in said Act.

The prohibition from contracting, subcontracting or awarding a contract provided in Act No. 2, *supra*, shall be effective for twenty (20) years from the corresponding felony conviction and for eight (8) years in cases of a misdemeanor.

A conviction or guilty plea for any of the offenses listed in Act No. 2, *supra*, shall entail, in addition to any other penalties, the automatic cancellation of all valid contracts as of the date of the finding of guilt or guilty plea, between the person and any agency or instrumentality of the state Government, public corporations, municipalities, the Legislative Branch, or the Judicial Branch. In addition to the termination of the contract, the Government shall have the right to request reimbursement of all payments made under the contract or contracts directly affected by the commission of the offense.

VI. SPECIFICATIONS

The specifications hereto attached shall serve as a guide to describe in detail the product or service requested. Once ASG certifies the specifications, bidders are bound to fully comply with each one of the details described therein. **Therefore, the Auxiliary Administration of Acquisitions reserves the right to waive any**



informalities or minor difference in the terms and conditions, if it fulfills the purpose for which it was requested and is in the best interest of the Government of Puerto Rico. Deviations shall not substantially affect the quality, capacity or essential characteristics of the products or services requested.

VII. SPECIAL CONDITIONS

1. All bidders must comply with the specifications/scope of work and NOTES attached to this Bid Specification Documents (Pliegos). ATTACHMENT V
2. Contractor must have the State Insurance Fund Corporation (CFSE) policy in force.
3. Contractor must have the Public Liability policy in force.
4. Contractor must be in the DACO Register.
5. Contractor must present all the requested submittals to the Department of Health for approval before starting the project.
6. **Bidders must indicate in writing the time to complete the work. The delivery period may be a decisive factor in the determination to award the contract to a bidder.**
7. The Contractor must comply with environmental laws and regulations.
8. Bidders are responsible for arbitrators, municipal and state taxes.
9. The contractor must complete the requirements if a Building Permit issued by the Permit Management Office (OGPe), or a Permit Notification is needed.
10. The contractor is responsible for strict compliance with the legal and regulatory provisions established in ATTACHMENT VI which is made part of this Bid Process documents (Pliegos) and any other federal compliance rule, regulation or certification requested or imposed by the federal government for federal funds funded projects.
11. **The Bidder must include with his offers evidence of his registration in <http://sam.gov/SAM/>.**
12. The Government is not responsible for losses in times of emergency due to force majeure.



General Services Administration
Government of Puerto Rico

BID PROPOSAL

Date: _____

Company Name / Bidder No.

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

Employer Identification Number: _____

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

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

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

Print Name

Signature

Position or title

Mailing Address:

Street Address:

Telephone and Fax Numbers:

Email:

Foreign Corporation

Name of Registered Agent

Address

Telephone and Fax Number



General Services Administration
Government of Puerto Rico

UNINCORPORATED BUSINESS OWNER OR PRINCIPAL PARTNER AUTHORIZATION

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

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

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

Print name

Signature

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

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

NOTARY PUBLIC

ASG - 674
Rev. Dec. 2013**General Services Administration**
Government of Puerto Rico**CERTIFICATE OF CORPORATE RESOLUTION**

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

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

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

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

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

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

Secretary of the Corporation

Affidavit No.: _____

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

NOTARY PUBLIC



ASG - 673
Rev. Dec. 2013

General Services Administration
Government of Puerto Rico

Informal Bid No. **22J-08406 R2**

ATTACHMENT IV



AFFIDAVIT OF SOLE PROPRIETORSHIP

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

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

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

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

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

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



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

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

AFFIANT

Affidavit Number: _____

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

NOTARY PUBLIC



ATTACHMENT V

SCOPE OF WORK

General Facility Information:

Project Nick Name: CTS Ponce

Project Category: Buildings & Equipment

Location Description: Pr-14, Ponce, Puerto Rico 00716

GPS Latitude/Longitude: 18.03499°N, -66.59530°W

The applicant will utilize contracts and force accounts for repairs CTS Ponce to restore facilities back to pre-disaster design, capacity, and function within the existing footprint with in-kind materials.

Disaster #4339 Ref. No 90019 P/W #6515

A. Interior Facility: Main Lobby

- a. Prepare and paint, 75 SF of concrete walls
- b. Prepare and paint, 75 SF of concrete ceiling
- c. Remove and replace, 105 LF of 4 in vinyl baseboard
- d. Remove and replace, 650 SF of vinyl floor tiles, 1ft long x 1 ft wide

B. Mold Remediation: Main Lobby

- a. Mold remediation, 60 each of acoustic ceiling tiles
- b. Mold remediation, 75 SF of concrete wall
- c. Mold remediation, 75 SF of concrete ceiling
- d. Mold remediation, 650 SF of vinyl floor tile

C. Roof

- a. Replace, 50 FT long perimeter aluminum gutter, 6 in wide x 6 in deep

Disaster #4473 Ref. No 158747 P/W #281

A. Exterior wall (Apartment and Conference Room):

- a. Repair cracks in 460 SF of CMU wall



B. Gazebo Storage Area:

- a. Repair cracks in 152.72 SF of CMU wall
- b. Repair cracks in 151.38 SF of CMU wall
- c. Repair cracks in 151.38 SF of CMU wall

C. Hallway (Exterior wall of dinning hall):

- a. Repair cracks in 64 SF of CMU wall

D. Hallway (Front adjustment office):

- a. Repair cracks in 112 SF of CMU wall

E. Hallway (Pantry exterior wall):

- a. Repair cracks in 44 SF of CMU wall

F. Kitchen:

- a. Repair cracks in 156 SF of CMU wall and 20 4 IN x 4 IN ceramic wall tiles

G. Kitchen Storage:

- a. Repair cracks in 124 SF of CMU wall
- b. Repair cracks in 92.64 SF of CMU wall

H. Main Entrance (FRONT SIDE):

- a. Repair 14 LF of joint separation
- b. Repair 2,185 SF of concrete wall cracks

I. Men's Restroom:

- a. Repair cracks in 64 SF of CMU wall

J. Pantry Exterior Wall:

- a. Repair cracks in 451 SF of CMU wall

K. Participants Men's Restrooms:

- a. Repair cracks in 128 SF of CMU wall
- b. Repair cracks in 128 SF of CMU wall

L. Rear Entrance:

- a. Repair cracks in 1,083 SF of CMU wall

M. Side Wall Exterior:

- a. Repair cracks in 460 SF of CMU wall



SPECIAL CONDITIONS

I. Hazard Mitigation Proposal (HMP) Scope of Work: This section addresses specific materials and conditions for the scope of work. All bidders must make their offers considering the type and quality of the following materials.

To prevent damages in future similar events, the following mitigation measures have been proposed:

Disaster #403796, CTS Ponce Earthquake

- a) Add 667 SY of liquid bonding agent for stucco/plastering, to enhance the performance and bonding of the concrete mix for plastering

Disaster #151645, CTS Ponce Hurricane María

Roof: (Work Completed)

- a) Screw down on curb 4 EA of 12k BTU (1 TON) Air Conditioners units using steel wire rope with galvanized turn buckles and accessories. (supplementary)

Roof:

- a) Add 360 LF aluminum cap plashing mil finish, including up to 4 dends, at the perimeter of the building to protect the water proofing system (supplementary)
- b) Prior the installation of elastomeric rood treatment, design the ridge slope, use 2 IN thick polystyrene insulation over roof concrete slab, of not less than one-fourth unit vertical in 12 units horizontal (2 percent slope)) for drainage in 3,150 soof SF. This would direct water away from the center to the structure to prevent water damage in the interior facility. (supplementary)
- c) Install additional 8,584 (86C) of fasteners sheet metal screw to 10,200 SF slope metal panel roof, at 6 IN of spacing to provide greater wind uplift resistance (supplementary)

NOTE: For a more comprehensive mitigation measure and to prevent similar future damages we are including additional fasteners metal screws to secure the complete SF area of slope sheet roof system.

- d) Additional clip to gutter for better anchor them to de building. For gutters increase the average clip distance from 10 FT to 3 FT in total of 50 LF.

To prevent down spouts/gutters from being blown off by high winds. (supplementary)

Main Lobby:

- a) Install 35 SF of aluminum panel storm shutter on windows to prevent future similar damage



NOTES

1. All quotations must be submitted by items and unit prices and no bid specifications documentation (pliegos) that do not meet these requirements will be considered.
2. The Contractor must contact the project manager before commencing works.
3. Any breakage of existing public or private facilities will be repaired without cost to the Department.
4. The delivery date will be in calendar days and will start counting after the purchase order is received or the contract is signed, whichever applies. If there are variations in the date of delivery, the bidder shall indicate this.
5. The Contractor must submit a detailed "Schedule" of the project, along with the implementation strategy, attached to its quote. Additionally, will have to submit the company portfolio (Capability and Capacity Binder) in which must attach all the accreditations of the company, training, certifications of employees, list of similar projects carried out previously.
6. Employees in project area, must comply with OSHA regulations. PPE (helmet, glasses, gloves, safety shoes, etc.) are required at all times within the work. Reference: OSHA 1926.96/ OSHA 1926.100/ OSHA 1926.102(a)(2) / 42 CFR Part 84/ OSHA 1926.502/ OSHA 1926.52
7. Supervisor or person in charge of the work must have at least OSHA training 30hrs.
8. Employees in the project area, must have a T-shirt identified with the name of the company they represent.
9. Projects with 10 or more employees, they will need to have a full-time occupational safety inspector in the area.
10. Rental of any equipment needed to perform the tasks should be considered in this proposal. (Aerial Lift, Boom Lift, Boom Trucks, Scaffolding etc.)
11. The rent of a "dumpster" for debris and garbage generated in the project should be considered, from which manifests will be requested for each emptying.
12. Materials used in the work must comply with Buy American Act.
13. The Project must be insured by the State Insurance Fund (CFSE).
14. The costs related to any permit or documentation required for the realization of the project must be contemplated in this proposal.
15. This project is paid for in whole or in part by federal funds, so the successful bidder will have to comply with the current federal and state legal system, including the minimum wage for construction works.
16. Transport, storage and safeguarding of all materials will be responsibility of the contractor.
17. The contractor must provide documentation in reference to the payment of the workers through payroll that must be certified (corporate seal) and submitted weekly. Davis Bacon Act (40 U.S.C. 3141- 3148) supplemented by the regulations of the Department of Labor (29 C.F.R. 1,3,5).
18. The contractor is required to endeavor to employ local low-skilled workers entry into new positions, professional services, and women entrepreneurs for the participation in the processes. Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701U (24 C.F.R. 135)
19. You agree to take all necessary measures to ensure that companies with minorities or women as owners and businesses in areas with surplus labor of works are used as contractors and subcontractors to the extent possible in accordance with 2 C.F.R. 200,321.
20. All tendering services and / or acquisitions must be carried out in accordance with the established in 2 C.F.R. 200,318-200,326.



21. It is the responsibility of the contractor to comply with these requirements. Said requirements can be audited by state and federal agencies.
22. Compliance with Laws, Regulations and Executive Orders – The Contractor acknowledges that FEMA, HUD, or other federal financial disaster funds will be used to fund work under the Formal Bid and the resulting contract. The Contractor shall comply with all applicable Federal and Puerto Rico Government laws, regulations, executive orders, policies, procedures, and directives, including but not limited to the Puerto Rico Anticorruption Code, all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter 1.



ATTACHMENT VI

PROVISIONS REQUIRED IN ANY FEDERALLY SUBSIDIZED CONTRACT (2 CFR § 200.326 AND 2 CFR PART 200, APPENDIX II), AND GRANTS AWARDED BY THE UNITED STATES (HUD) HOUSING AND URBAN DEVELOPMENT DISTRICT, AS APPLICABLE:

I. Remedies

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civil Agency Procurement Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in cases where successful Bidders violate or violate the terms of the contract, and provide for such sanctions and sanctions as appropriate.

II. Equal Employment Opportunities

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 in 41 CFR 60-1.4(b), pursuant to Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amendment of Executive Order 11246 Concerning Equal Employment Opportunity," and implementing regulations in 41 CFR part 60, "Office of Federal Contract Enforcement Programs, Equal Employment Opportunity Department of Labor."

To that end, and pursuant to Section 41 CFR 60-1.4(b), during the performance of this Agreement, the SUCCESSFUL BIDDER agrees to the following:

A. The SUCCESSFUL BIDDER will not discriminate against any employee or job applicant because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Successful Bidder 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. That action shall include, inter alia, the following:

1. Employment, improvement, degradation or transfer; recruitment or recruitment advertising; dismissal or termination; payment rates or other forms of compensation; and selection for training, including apprenticeship. The SUCCESSFUL BIDDER undertakes to publish in visible places, available to employees and job applicants, notices that will be provided establishing the provisions of this non-discrimination clause.

B. The SUCCESSFUL BIDDER, in all applications or advertisements for employees placed by or on behalf of the SUCCESSFUL BIDDER, shall declare that all qualified applicants shall be considered for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



- C. The SUCCESSFUL BIDDER shall not discharge or otherwise discriminate against any employee or job applicant because such employee or applicant has inquired, discussed or disclosed the compensation of the employee or applicant or other employee or applicant. This provision shall not apply to cases where an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to persons who do not have access to such information, unless such disclosure is in response to a grievance or formal charge, in compliance with an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or in accordance with the legal duty of the Successful Bidder to provide information.
- D. The SUCCESSFUL BIDDER send to each trade union or workers' representative with whom it has a collective agreement or other contract or understanding, a notice to be provided advising that trade union or the workers' representatives of commitments of the Successful Bidder under this section and publish copies of the notification in visible places available to employees and job applicants.
- E. The SUCCESSFUL BIDDER shall comply with all provisions of Executive Order 11246 of September 24, 1965, and the relevant rules, regulations, and orders of the Secretary of Labor.
- F. The SUCCESSFUL BIDDER shall provide all information and reports required by or pursuant to Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, and shall allow access to its books, records, and accounts by the administering agency and the Secretary of Labor for investigative purposes to determine compliance with such standards, regulations and orders.
- G. In the event of non-compliance by the SUCCESSFUL BIDDER with the non- discrimination clauses of this contract or any of the aforementioned rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Successful Bidder may be declared ineligible for new government contracts or construction contracts with federal assistance in accordance with the procedures authorized in the Order. Executive 11246 of September 24, 1965, and such other sanctions may be imposed, and remedies may be invoked as provided for in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by law.
- H. The SUCCESSFUL BIDDER shall include the provisions of the first paragraph of this Article III and sections A through G above in each subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that those provisions shall be binding on each subcontractor or supplier.
- I. The SUCCESSFUL BIDDER shall take such measures with respect to any subcontract or purchase order that the administering body may direct as a means of enforcing such provisions, including penalties for non-compliance: Provided that, in the event that a Successful Bidder becomes involved in, or threatened with, litigation with a sub- contractor or supplier as a result of such direction by the administering body, the SUCCESSFUL BIDDER may request the United States to enter such litigation to protect the interests of the United States.
- J. The SUCCESSFUL BIDDER further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally assisted construction work: As long as the applicant participating is a state or local government, the above equal opportunity clause does not apply to any agency, instrumentality or subdivision of such government that does not participate in the work in or under the contract.



K. The SUCCESSFUL BIDDER agrees that it will actively assist and cooperate with the administering agency and the Secretary of Labor to obtain compliance of the sub- contractors with the equal opportunity clause and the rules, regulations and orders of the Secretary of Labor, which shall provide the administering body and the Secretary of Labor with such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering body in fulfilling the agency's primary responsibility to ensure compliance.

L. The SUCCESSFUL BIDDER further agrees that it will refrain from entering into any modification of contract or contract subject to Executive Order 11246 of September 24, 1965, with a Successful Bidder excluded from, or who has not demonstrated eligibility for, government contracts and government-assisted construction contracts pursuant to the Executive Order and will carry out the sanctions and penalties for violation of the match clause, d of opportunities that may be imposed on successful Bidders and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the SUCCESSFUL BIDDER agrees that if it defaults or refuses to comply with these companies, the administering body may take any or all of the following actions: Cancel, terminate or suspend all or part of the grant (contract, loan, insurance, guarantee); refrain from extending any additional assistance to the DEPARTMENT within the framework of the program in respect of which the failure or reimbursement occurred until a guarantee has been received. satisfactory future compliance of such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. Davis-Bacon Act Clause

A. All transactions related to this agreement will be conducted pursuant to the Davis Bacon Act (40 U.S.C. 276a-276a-7, 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as applicable. The SUCCESSFUL BIDDER must comply with the sections indicated above, as appropriate.

B. The Successful Bidder is obliged to pay wages to workers and mechanics at a rate not lower than the prevailing wages specified in a wage determination made by the Secretary of Labor.

C. In addition, contractors are required to pay wages no less than once a week.

D. On a successful basis, the SUCCESSFUL BIDDER must submit Form HUD 4710 (Semi- Annual Labor Compliance Report) to the Department of Health.

IV. Copeland Anti-Kickback Act Compliance Clause

A. The salaries of personnel performing work under this Agreement shall be paid unconditionally and not less than once a month without deduction from payroll or reimbursement on any account, except only payroll deductions that are required by law or permitted by applicable regulations issued by the Secretary of Labor. in accordance with Copeland's "Anti-Bribery Act" of 13 June 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 USC § 276c). The SUCCESSFUL BIDDER will comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 and all applicable "Anti-Bribery" regulations and will insert appropriate provisions into all subcontracts covering work under this Agreement to ensure compliance by sub-contractors with such regulations.



B. Subcontracts. The SUCCESSFUL BIDDER or subcontractor shall insert in any subcontract the foregoing clause and other clauses that FEMA and HUD may require by appropriate instructions, and also a clause requiring subcontractors to include these clauses in any lower-level subcontract. The Principal Bidder shall be responsible for compliance by any lower-level subcontractor with all such contractual clauses.

C. Noncompliance. Failure to comply with the above contractual clauses may be grounds for termination of the contract, and disqualification as a Successful Bidder and subcontractors, as provided in 29 C.F.R., section 5.12.

V. Contract Hours Clause and Safety Standards Act Clause (40 U.S.C. § 3701 and Subsequent)

A. Overtime requirements. No Successful Bidder or subcontractor who hires, for any part of the contractual work, which may require or involve the employment of workers or mechanics, shall demand or allow such worker or mechanic, in any working week in which he is employed in such work, to work in excess of forty hours in that working week unless such worker or mechanic receives compensation at a rate not less than one and a half times the basic wage rate for all hours worked above forty hours in that working week.

B. Rape; liability for unpaid wages; damages settled. In case of violation of the clause set forth in section VI (A) of this section, the Successful Bidder and any subcontractor responsible for it shall be liable for unpaid wages. In addition, such Successful Bidder and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be calculated with respect to each individual worker or mechanic, including guards and guards, employed in violation of the clause set forth in section VI (A) of this section, in the amount of \$27 for each calendar day on which individual was required or permitted to work above the standard forty-hour workweek without payment of the overtime wages required by the clause. set out in section VI (A) of this section.

C. Withholding of unpaid wages and liquidated damages. The DEPARTMENT shall by its own action or at the written request of an authorized representative of the Department of Labor withhold or cause to be withheld, of any money payable because of the work performed by the Licensed Bidder or subcontractor under any contract or any other federal contract with the same Principal Bidder, or any other federally assisted contract subject to the Contract Working Hours and Safety Standards, which is in the hands of the same Principal Successful Bidder, the sums determined to be necessary to satisfy any liability of such Successful Bidder or subcontractor for wages and damages settled in accordance with the provisions of section VI (B) of this section.

D. HEALTH AND SAFETY STANDARDS: The SUCCESSFUL BIDDER agrees to comply with Sections 107 and 103 of the Contract Work and Safety Standards Act. Section 107 of the Act applies to construction work and provides that no worker or mechanic shall be required to work in environments or in working conditions that are unhealthy, hazardous, or hazardous to his or her health and safety as determined in the construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or items normally available on the open market, nor to contracts of carriage.

E. Subcontracts. The SUCCESSFUL TENDERER shall insert in any subcontracting the clauses set out in paragraphs VI (A)(B)(C)(D) of this section and also a clause requiring subcontractors to include these clauses in any lower-level subcontract. The SUCCESSFUL BIDDER shall be responsible for compliance by any lower-level subcontractor or subcontractors with the clauses set forth in sections VI (A)(B)(C)(D)(E) of this section.



VI. Clean Air Act Clause (42 U.S.C. - 7401 and following)

- A. The SUCCESSFUL BIDDER agrees to comply with all applicable rules, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. - 7401 and following.
- B. The SUCCESSFUL BIDDER agrees to report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT, in turn, will report each violation as necessary to ensure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The SUCCESSFUL BIDDER agrees to include these requirements in each subcontract exceeding \$150,000 funded in whole or in part with federal assistance provided by FEMA.
- D. The Department and the Successful Bidder shall certify that any facility to be used in the performance of this Agreement or subcontract is not listed in the Excluded Parties Listing System pursuant to 40 CFR 32 or in the List of Infringing Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- E. The Department and the Successful Bidder agree that, as a condition of awarding the Contract, it will promptly notify of any notice received from the Director of the Office of Federal Activities, EPA, indicating that a facility used, or to be used for the Contract, is under consideration for listing in the Excluded Parties Listing System or EPA's List of Infringing Facilities.

VII. Federal Water Pollution Control Act Clause (33 U.S.C. 1251 et seq)

- A. The SUCCESSFUL BIDDER agrees to comply with all applicable rules, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The SUCCESSFUL BIDDER agrees to report each violation to the DEPARTMENT and understands and agrees that the DEPARTMENT, in turn, will report each violation as necessary for the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The SUCCESSFUL BIDDER agrees to include these requirements in each subcontract exceeding \$150,000 funded in whole or in part with federal assistance provided by FEMA.
- D. THE PARTIES certify that any facility to be used in the performance of this Agreement or subcontract is not listed in the Listing System of Excluded Parties pursuant to 40 CFR 32 or in the List of Infringing Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- E. THE PARTIES agree that, as a condition of awarding the Contract, notice will be promptly notified of any notice received from the Director of the Office of Federal Activities, EPA, indicating that a facility used, or to be used for the Contract, is under consideration for listing in the List of Excluded Parties Or the EPA List of Infringing Facilities.

VIII. Solid Waste Disposal Act

Purchase Clause for Recovered Materials:



- A. In the performance of this contract, the SUCCESSFUL BIDDER will make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be purchased.
 - 1. Competitively within a deadline that witness the fulfillment of the contract fulfillment schedule;
 - 2. Comply with the performance requirements of the contractor,
 - 3. Reasonably priced.
- B. Information about this requirement, along with the list of designated Epa-items, is available on the EPA Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-Cpg-programa>.
- C. The SUCCESSFUL BIDDER 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 contractual provisions for contracts from non-federal entities. FEMA, in accordance with that authority, requires and recommends the following additional clauses:

IX. Suspension and Ineligibility Clause

- A. The SUCCESSFUL BIDDER represents and warrants that he and his contractors are not excluded or suspended or excluded or ineligible to participate in federal assistance programs subject to 2 CFR Part 2424.
- B. Debarment and Suspension. A contract award must not be made to parties listed on the governmentwide exclusions in the System of Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689.
- C. This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the SUCCESSFUL BIDDER is obliged to verify that none of the principal bidders of the Successful Bidder (defined in 2 C.F.R. 180.995) or their affiliates (defined in 2 C.F.R. 180.905) are excluded (defined in 2 C.F.R. 180.940) or disqualified (defined in 2 C.F.R. 180.935).
- D. The SUCCESSFUL BIDDER shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-level covered transaction it makes.
- E. This certification is a material representation of the facts invoked by the SUCCESSFUL BIDDER. If it is later determined that the SUCCESSFUL BIDDER did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to the resources available to the DEPARTMENT, the Federal Government may remedy, including, but not limited to suspension and/or disqualification.
- F. The SUCCESSFUL BIDDER undertakes to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while its offer is valid and for the entire period of any Contract that may arise from this offer. The SUCCESSFUL BIDDER further undertakes to include a provision requiring such compliance in its covered lower-level transactions.



X. Anti-Lobbying Byrd Amendment (31 U.S.C. 1352)

A. The Department and the Successful Bidder who apply for or obtain a prize greater than \$100,000 will submit the required certification. Each level shall certify to the above level that it will not use or have used appropriate federal funds to pay any person or organization for including or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, concession or any other award covered by 31 U.S.C. 1352. Each level will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal awards. Such disclosures are forwarded from one level to one level up to the non-federal award.

B. If funds other than federal funds allocated to any person for influencing or attempting to influence an official or employee of any agency, a member of Congress, an official or employee of Congress, or an employee of a Member of Congress have been or will be paid in connection with this federal contract, grant, loan, or cooperation agreement, the SUCCESSFUL BIDDER shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The language of this certification will be included in all award documents and all grants at all levels (including subcontracts, grants and contracts under grants, loans and cooperation agreements), and which the SUCCESSFUL BIDDER will certify and disclose.

D. This certification is a material representation of a fact that was trusted when this transaction was made or entered into. Submission of this certification is a prerequisite for making or participating in this transaction imposed by Section 1352, Title 31, U.S. Code. Anyone who fails to submit the required certification will be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for each breach.

XI. Access to Records Clause

The following access to registration requirements applies to this agreement:

A. The SUCCESSFUL BIDDER undertakes to provide the DEPARTMENT, FEMA, the Office of the Comptroller General of the United States, HUD, the Department of Housing of Puerto Rico or any agency that has subsidized the works contracted herein, access to any book, document, document and record of the SUCCESSFUL BIDDER that is directly relevant to this contract in order to conduct audits, exams, extracts and transcripts.

B. The SUCCESSFUL BIDDER undertakes to allow any of the foregoing parts to be reproduced by any means or to copy extracts and transcripts as reasonably necessary.

C. The SUCCESSFUL BIDDER agrees to provide the DEPARTMENT, FEMA, the Office of the Comptroller General of the United States, FEMA to HUD, the Puerto Rico Department of Housing with any agency that has subsidized the works contracted herein, access to construction or other work sites related to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the (write on behalf of the non- federal entity) and the SUCCESSFUL BIDDER acknowledge and agree that no language in this agreement is intended to prohibit internal audits or reviews by the FEMA Administrator or U.S. Comptroller General.



XII. DHS Seal Clause, Logo and Flags

The SUCCESSFUL BIDDER will not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without the specific prior approval of FEMA.

XIII. Federal Law Enforcement, Regulation, and Executive Orders Clause

This is an acknowledgement that FEMA's financial assistance will be used to fund all or part of the contract. The SUCCESSFUL BIDDER will comply with all applicable FEMA federal laws, regulations, executive orders, policies, procedures, and directives.

XIV. No Obligation of the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligation or liability to the non-federal entity, Bidder Or any other party related to any matter resulting from the contract.

XV. Program Fraud Clause and False or Fraudulent Statements or Related Acts

The SUCCESSFUL BIDDER acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the successful Bidder's actions related to this contract.

When a sub-recipient also requests CDBG-DR to fund non-federal cost-sharing, the following provisions are also required to fulfill the contract.

XVI. Executive Order of the Governor of Puerto Rico (OE-2021-023)

Any construction project financed in whole or in part with federal funds granted for the reconstruction or recovery of Puerto Rico and contracted by the Government of Puerto Rico shall have as a condition that the Successful Bidders and subcontractors pay the construction employees the minimum wage established by Executive Order No. 13658 of the President of the United States of America. This minimum wage corresponds to \$10.95 per hour.

XVII. Drug Free

The SUCCESSFUL BIDDER shall establish procedures and policies that promote a drug-free work environment. The SUCCESSFUL BIDDER must notify its employees of these policies as well as the penalties that may be imposed if any type of violation occurs. The SUCCESSFUL BIDDER must notify the DEPARTMENT if any of its employees are criminally convicted of any offense related to the use of drugs in the work environment. Such notification shall be made within ten (10) days of the conviction being declared.

XVIII. Right to Inventions

A. Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling and Training Grant Program, Disaster



Management Grant Program, or the Federal Individual and Household Assistance Program – Other Needs Assistance Grants, since FEMA awards under these programs do not meet the definition of "financing agreement."

B. If FEMA's award meets the definition of "financing agreement" under 37 CFR. 401.2(a) and the non-federal entity wishes to enter into a contract with a small business or non-profit organization with respect to the replacement of parts, assignment, or execution of experimental, development, or research work under that "funding agreement," the non-federal entity must comply with the requirements of 37 CFR Part 401 (Rights and Inventions Made by Non-Profit Organizations and Small Businesses under Government Grants, Contracts, and Cooperation Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II.

C. Regulation of 37 CFR § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperation agreement entered into between any federal agency, in addition to the Tennessee Valley Authority, and any Successful Bidder for the performance of experimental, development, or research work funded in whole or in part by the federal government. This term also includes any assignment, replacement of the parties or subcontract of any kind entered into for the performance of experimental, development or research work under a financing agreement as defined in the first phase of this paragraph.

D. This contract is one of works and construction, however, if it requires the realization of experimental, development or research work. The Department and the Successful Bidder shall stipulate the rights of the Federal Government and the recipient over any resulting invention pursuant to 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 any agency that has subsidized the works contracted herein.

XIX. Small and Minority Enterprises, Women's Commercial Enterprises and Labor Surplus Area Enterprises

The SUCCESSFUL BIDDER shall take the necessary affirmative action to ensure that minority enterprises, women's business enterprises and enterprises in the area of surplus labor are used in subcontracting where possible. Steps include, but are not therefore not:

- A. Include qualified small and minority enterprises and women's business enterprises on application lists,
- B. Ensure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources,
- C. Divide total needs, where economically feasible, into smaller tasks or quantities to allow for maximum participation by small and minority enterprises and women's business enterprises.
- D. Establish delivery schedules, where permitted by the requirement, that encourage the participation of small and minority businesses and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency.
- F. For contracts of \$10,000 or more, the SUCCESSFUL BIDDER must file Form HUD 2516 (Contract and Subcontract Activity) with the Puerto Rico Department of Housing, quarterly.

The Department and the Successful Bidder agree to comply with mandatory rules and policies related to the Hatch Act, Public Law 94-163, as amended.



The Hatch Act applies to the political activities of certain state and local employees. State and local employees involved in or interfering with the works and provisions set forth in this agreement and/or the grants made hereunder may engage in any of the following activities: being a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaigning in partisan elections; and holding positions in political parties. State and local employees involved in or interfering with the works and provisions set forth in this contract and/or the grants made hereunder may not perform the following activities: being a candidate in partisan elections; using official influence to interfere in elections; coercing the political contributions of subordinates in support of political parties or candidates to the office of the special counsel. operates a website that provides guidance on incubation law issues.

XX. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

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

Quality of Opportunity for Workers with Disabilities:

A. The SUCCESSFUL BIDDER shall not discriminate against any employee or job applicant due to a physical or mental disability with respect to any position for which the employee or job applicant is qualified. The SUCCESSFUL BIDDER agrees to take affirmative action to employ, advance employment, and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, publicity and job application procedures.
2. Hiring, updating, promotion, allocation of tenure, demotion, transfer, dismissal, termination, right to return from dismissal and rehiring.
3. Payment rates or any other form of compensation and changes in compensation.
4. Job assignments, job classifications, national organizational structures, job descriptions, progression lines, and seniority lists.
5. Leave, sick leave or any other leave.
6. Supplementary benefits available under employment, whether or not administered by the SUCCESSFUL BIDDER.
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, and selection of permits to continue training.
8. Activities sponsored by the SUCCESSFUL BIDDER, including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The SUCCESSFUL BIDDER undertakes to comply with the relevant rules, regulations and orders of the Secretary of Labor issued in accordance with the Law.

C. In case of non-compliance by the SUCCESSFUL BIDDER with the requirements of this clause, actions may be taken for non-compliance in accordance with the relevant rules, regulations and orders of the Secretary of Labor issued in accordance with the Law.

D. The SUCCESSFUL BIDDER undertakes to post in visible locations, available to employees and job applicants, notices on a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided



through the contracting officer. Such notices will indicate the rights of applicants and employees, as well as the obligation of the SUCCESSFUL BIDDER under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The SUCCESSFUL BIDDER must ensure that applicants and employees with disabilities are informed of the content of the notice (for example, the GRACEFUL BIDDER may have the notice read to a visually impaired person, or may reduce the posted notice so that it can be read by a person in a wheelchair.

E. The SUCCESSFUL BIDDER shall notify each labor organization or workers' representative with which it has a collective bargaining agreement or other contractual agreement, that the SUCCESSFUL BIDDER is subject to the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to taking affirmative action to employ and advance in employment persons with physical or mental disabilities.

F. The SUCCESSFUL BIDDER shall include the provisions of this clause in any subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, as amended, so that such provisions shall be binding on each subcontractor or supplier. The SUCCESSFUL BIDDER shall take action with respect to any subcontract or purchase order that the Deputy Assistant Secretary for Federal Contract Compliance Programs may order to enforce such provisions, including the action for non-compliance.

XXI. Certification of Non-Segregated Facilities (Applicable to construction contracts exceeding \$10,000)

The SUCCESSFUL BIDDER certifies that it does not maintain or provide for its establishments, and that it does not allow employees to perform their services anywhere, under its control, where segregated facilities are maintained. It further certifies that it will not maintain or provide employees with segregated facilities in any of its establishments and will not allow employees to perform their services anywhere under its control where segregated facilities are maintained. The SUCCESSFUL BIDDER agrees that failure to comply with this certification is a violation of the equal opportunity clause of this Agreement.

As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washes, restaurants and other dining areas, time clocks, walk-in closets and other storage or walk-in closet areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and lodging facilities provided for employees who are segregated by explicit directive or who, in fact, they are segregated on the basis of race, color, religion, or national origin due to local habits, customs, or any other reason.

The SUCCESSFUL BIDDER further agrees that (except where it has obtained it for specific periods of time) it will obtain an identical certification from the proposed subcontractors prior to the award of subcontracts exceeding \$10,000 that are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications on file; and that it will send the above notice to the proposed subcontractors. s (except where proposed subcontractors have submitted identical certifications for specific time periods).

XXII. Flood Protection Act 1973

The SUCCESSFUL BIDDER will ensure that procedures and mechanisms are in place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 CFR § 570.605.



XXIII. Lead-Based Paint

The SUCCESSFUL BIDDER must comply with the regulations regarding lead-based paint found in 24 CFR § Part 35 on PREVENTION OF LEAD-BASED PAINT POISONING IN CERTAIN RESIDENTIAL STRUCTURES with respect to all CDBG-DR funded assisted living units.

XXIV. Religious Activity

The Department and the Successful Bidder agree to refrain from using the funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

XXV. THE PARTIES shall notify the Puerto Rico Department of Housing as soon as possible if this Agreement or any aspect related to early work under this Agreement creates an actual or potential conflict of interest (as defined 2 CFR § 200.318(c), if applicable). The Department and the Successful Bidder shall explain the actual or potential conflict in writing in sufficient detail for Housing to assess such actual or potential conflict. The Department and the Successful Bidder shall provide the Puerto Rico Department of Housing with any additional information necessary to fully evaluate and address such actual or potential conflict of interest. The Department and the Successful Bidder will accept any reasonable conflict mitigation strategy employed by the Puerto Rico Department of Housing.

XXVI. The SUCCESSFUL BIDDER shall indemnify, defend and hold harmless the Government of Puerto Rico and the Department of Housing of Puerto Rico, its agents and employees, from and against any and all claims, actions, demands, charges and judgments arising out of or related to the negligence or intentionality, misconduct of the SUCCESSFUL BIDDER in the performance of the services required in this Agreement and that affect the funds that are subsidized by the Puerto Rico Department of Housing and HUD.

XXVII. Information Requirements

THE PARTIES undertake to complete and submit all reports, in the form and according to the schedule required by the Department of Housing of Puerto Rico. THE PARTIES will cooperate with all efforts of the Puerto Rico Department of Housing and/or the Government of Puerto Rico to comply with HUD's reporting requirements and regulations, including, but not least, 2 CFR § 200.328 and 24 CFR § 570.507, where applicable.

XXVIII. Energy Policy and Conservation Act

THE SUCCESSFUL BIDDER must comply with the mandatory standards and policies related to energy efficiency contained in the energy conservation plan of the Government of Puerto Rico, issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).

XXIX. Wage Withholding

If, as part of this Agreement, the SUCCESSFUL BIDDER or any subcontractor, the DEPARTMENT or any federal or state agency that subsidizes the works contracted herein may withhold from the payment due to the SUCCESSFUL BIDDER an amount sufficient to pay the difference between the wages to be paid and the wages actually



paid to such employees, by the total number of hours worked. The amounts withheld may be disbursed by these agencies on behalf of the SUCCESSFUL BIDDER the respective employees to whom they are owed.

XXX. Claims and Controversies Concerning Wage Rates

Claims and disputes relating to salary rates or classifications of professional personnel or technicians performing work under this Agreement shall be immediately reported in writing to the DEPARTMENT for determination.

XXXI. Value Engineering (Applicable to construction contracts exceeding \$2,000 when required by program legislation.)

The SUCCESSFUL BIDDER shall comply with the regulations on systematic and organized approach to analyze the functions of systems, equipment, facilities, services and materials to ensure that they achieve their essential functions at the lowest cost consistent with the life cycle in execution, reliability, quality and safety, in accordance with 2 CFR § 200.318. (G).

XXXII. Section 3 of the Housing and Urban Development Act 1968 (as required by applicable thresholds)

A. Work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are directed, to the greatest extent possible, to low- and very low-income individuals, particularly individuals who are beneficiaries of HUD housing assistance.

B. THE PARTIES agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. THE PARTIES certify that they are not under any contractual or other impediments that prevent them from complying with the regulations of Part 135.

C. The SUCCESSFUL BIDDER agrees to send to each labor organization or workers' representative with which the SUCCESSFUL BIDDER has a collective agreement or other understanding, if any, a notice to the labor organization or workers' representative of its commitment under this clause of Section 3, and will publish copies of the notice in visible locations in the workplace where both employees and training applicants and jobs can see it. The notice shall describe the preference set forth in Section 3, establish the minimum number and job titles subject to recruitment, the availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) who are filling out the applications for each of the positions; and the expected date for the start of the work.

D. The SUCCESSFUL BIDDER agrees to include this clause of Section 3 in each subcontract subject to compliance with the regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in these clauses, if the subcontractor is determined to be in violation of the regulations in 24 CFR Part 135. The SUCCESSFUL BIDDER will not subcontract to any subcontractor when it has evidence or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 135.

E. The SUCCESSFUL BIDDER shall certify that vacant jobs, including training positions, are filled: (1) after the selection of the SUCCESSFUL BIDDER but before the contract is executed, and (2) when filled with persons other than



those to whom the regulations of 24 CFR Part 135 are intended to provide employment opportunities, it was not done by circumventing the obligations of the SUCCESSFUL BIDDER under 24 CFR Part 135.

F. Failure to comply with HUD's regulations in 24 CFR Part 135 may result in penalties, termination of this Agreement for breach, and exclusion or suspension of future HUD- assisted contracts.

G. With respect to work to be performed under this Agreement, Section 3, Section 7(b) of the Indian Self-Determination and Educational Assistance Act (25 U.S.C. § 450e) also applies. Section 7(b) requires that, to the greatest extent possible: (i) preference and training and employment opportunities shall be given to Indians, and (ii) preference shall be given in the award of contracts and subcontracts to Indian organizations and Indian-owned enterprises. THE PARTIES subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the fullest extent possible, but without obviating compliance with Section 7(b).

H. For contracts exceeding \$100,000, the SUCCESSFUL BIDDER shall submit Form HUD 60002 (Section 3 Summary Report) to the Puerto Rico Department of Housing, quarterly, without prejudice to the annual reporting requirement set forth in the instructions on that form.

XXXIII. Fair Housing Act

The SUCCESSFUL BIDDER 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, nationality, disability or family status. The Equal Housing Opportunity Act prohibits discrimination against individuals on the basis of race, color, religion, sex, or national origin in the sale, rental, lease, or other disposition of residential property, or in the use or occupation of federally funded assisted living.

XXXIV. Section 109 of the Housing and Community Development Act of 1974

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