



REQUEST FOR QUOTATIONS FORM
Lecturer Services
Small Business Incubator & Accelerator Program
Community Development Block Grant – Disaster Recovery
University of Puerto Rico - Mayagüez
Procurement Process No. AE-101

Name of Supplier:

General Information:

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

Scope of Work:

The University of Puerto Rico - Mayagüez is requesting quotes for the goods and/or services described in the Scope of Work attached hereto. Suppliers will be required to comply with the entirety of the Scope of Work.

Contracting:

Contracting for the Scope of Work will be done through:

☐ **Purchase Order**

☒ **Written Agreement**

Instructions for Submission of Quotes:

Quotes must be submitted:

To: Area-E - CNDE / University of Puerto Rico - Mayagüez

Attn.: Dra. Moraima De Hoyos Ruperto

At: areaeuprm@gmail.com

On or Before: December 30, 2021 at 11:59pm

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

☐ **Supplier Profile Sheet**

(duly signed and dated)

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

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

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

☐ **Scope of Services**

(duly completed, signed and dated)

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

☐ **Non Collusive Affidavit**

(duly completed, signed and notarized)

☐ **Others: Sole Certificate** (issued by PR General Services Administration)

Additional documentation included with this request for quotations form:

☐ **Curriculum Vitae or Detailed Resume**

☐ _____

Inquiries and Requests for Clarifications:

Any inquiries and requests for clarifications regarding this purchase process must be sent to: **areaeuprm@gmail.com**.

Additional Instructions:

- Contractors/Vendor's must be register in the Professional Services Provider Sole Registry administer by the PR General Services Administration
- Contractors/Vendor's must have a DUNS number and be registered in SAM

The University of Puerto Rico - Mayagüez appreciates your interest in providing goods and/or services for CDBG-DR activities and encourages minorities and women to apply.

(Vendor Authorized Representative Signature)

(Date)

(Vendor Authorized Representative Name)



SCOPE OF SERVICES

Lecturer Services Small Business Incubator & Accelerator Program Community Development Block Grant – Disaster Recovery University of Puerto Rico - Mayagüez

1 Introduction

This document defines the Scope of Services for Instructors Services that the Vendor(s) must perform in order to support the **University of Puerto Rico - Mayagüez (UPRM)** and the Puerto Rico Department of Housing (**PRDOH**) in the execution of the Small Business Incubator & Accelerator (SBIA) Program, under the Community Development Block Grant for Disaster Recovery (**CDBG-DR**). CDBG-DR Programs subject to this Scope of services are briefly described below.

1.1. Small Business Incubator & Accelerator Program (SBIA)

The SBIA Program SBIA provides grants to organizations and entities for the implementation of initiatives related to the incubation and acceleration of the island's small businesses. The Program will also provide resources for the creation and enabling of infrastructure that supports the development of incubation and acceleration of small businesses.

Small Business Incubators and Accelerators are organizational programs that service small and new businesses. They provide physical space, trainings, mentorship, access to capital investment, and technical assistance that supports entrepreneurial success and business sustainability.

A small business incubator assists small or new businesses through the provision of business development technical assistance services and/or programs in a physical space for a designated period of time. This helps businesses get new ideas off the ground, reduce costs, and create sustainable jobs and economic activity.

A small business accelerator is a kind of business development "boot camp" for small and new businesses with proven concepts in shorter time frames. The goal of accelerators is to launch viable ideas quickly and attract additional investment opportunities for the participants. Incubators and Accelerators are not necessarily mutually exclusive, and a diversity of hybrid concepts have proven effective for small business development.

All business Incubators and Accelerators, however, share two main goals:

1. To provide physical space and business resources at non-prohibitive costs to small and new businesses; and
2. To provide daily work in a shared, collaborative environment with access to mentoring services, professional networking, idea-exchanges, hands-on management training/workshops, consulting, and technical assistance. Incubators and Accelerators operate across all industry sectors and in a variety of facilities.

A detailed description of the SBIA Program is included in the current Puerto Rico Disaster Recovery Action Plan (**Action Plan**) approved by the U.S. Department of Housing and Urban Development (**HUD**) which is available at www.cdbg-dr.pr.gov.

2 General Requirements

The Selected Vendor(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. We encourage careful analysis of the requirements of this document. The selected vendor(s) must guarantee the costs of the services during the term of the contract. The University of Puerto Rico - Mayagüez reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. The University of Puerto Rico - Mayagüez reserves the right for the following:

- (i) cancel this solicitation at any time if it benefits the CDBG-DR Program.
- (ii) to modify the quantity of the listed items during the term of the contract without exceeding the threshold of the small purchase in compliance with policies and procedures.
- (iii) to negotiate any price from the awarded vendor(s) in response to a specific order under this solicitation; and
- (iv) to make provision for multiple awards if it is what benefits the CDBG-DR program and its funds.

SAM

It is required that suppliers submitting quotes for the CDBG-DR programs, possess a DUNS number and are registered in the System for Award Management (SAM) to be considered. If not yet registered, suppliers must include evidence of registration when submitting their quotes.

Such registrations are free of charge for the suppliers. For the registration of a DUNS number the supplier can access: <https://www.dnb.com/dunsnumber/get-a-duns.html> and for the registration in SAM the supplier can access: https://www.federalcontractingpr.com/Register_today.

Professional Services Provider Sole Registry

It is required that suppliers submitting quotes for the University of Puerto Rico, are registered in the *Professional Services Provider Sole Registry (PSPSR)* administered by the PR General Services Administration to be considered. If not yet registered, suppliers must include evidence of registration when submitting their quotes.

Such registrations are subjected to a \$100.00 fee for individuals and a \$200.00 fee for juridical persons. To register in the PSPSR the supplier can access: <https://asq.pr.gov/Pages/RUL.aspx>

3 Lecturer Requirements, Roles and Responsibilities

This section details the requirements for related tasks that the Selected Vendor(s) must perform to support the University of Puerto Rico/UPRM for this small purchase of Lecturer Services. The University of Puerto Rico/UPRM is seeking lecturer[s] with experience and capabilities in a wide range of business development and entrepreneurship subjects to design, develop and deliver workshops as well as mentoring services and technical assistance to small businesses and entrepreneurs as part of the incubator and/or accelerator programs of Area-E.

Table 1 Presents requirements and qualifications for staff, roles and responsibilities. The Vendor must provide the resume for the Key Staff position(s).

Table 1. Lecturer Requirements and Responsibilities		
Staff Position	Requirements & Qualifications	Roles & Responsibilities
Workshop Lecturer	<ul style="list-style-type: none"> • Must have a Bachelor's Degree or higher education degree or certificate in one of the following areas: business administrations; industrial psychology; industrial engineering; project management, law & business law; human resources; metrics; accounting; financial analysis; marketing. Master's or Doctorate's degree a plus 	+ Prepare, develop and offer workshop/s on one or more of the following business development & entrepreneurship subjects: entrepreneurial mindset, business legal aspects, project management, marketing, human resources, e-commerce, metrics, accounting, financial analysis, patent & intellectual property, exports, federal opportunities and other related subjects as needed.
	<ul style="list-style-type: none"> • Must have 5+ years of experience in their field. 	+ Prepare and provide in advance a digital presentation or slide show as well as other educational materials to support the instruction.
	<ul style="list-style-type: none"> • Demonstrates interest & commitment to contributing to Puerto Rico's economic development by supporting small businesses, as well as alignment with the UPRM's Center for Business and Economic Development objectives and goals. 	+ Engage in one-on-one mentoring with the program participants
		+ Provide technical assistance to small businesses and entrepreneurs

-
- Must have the following skills:
ability to work well with a range
of people; organizational skills;
teamwork oriented; expertise in
business development and
entrepreneurship; excellent
written and verbal
communication skills; excellent
presentation skills.
-

1 General Tasks

- 1.1 Design, develop, and deliver instructional material using a range of methods and platforms.
- 1.2 Create a thematic outline, visual presentation and instructional materials for the workshop.
- 1.3 Provide appropriate coaching and guidance and encourage business development and entrepreneurship via mentoring work.
- 1.4 Confer with supervisors to discuss program goals and course objectives;
- 1.5 Utilize innovative classroom techniques and methodologies that involve SBIA program participants in challenging learning opportunities;
- 1.6 Provide technical assistance to business and entrepreneurs that will enhance their business development.

2 Deliverables

The key deliverables to be provided include, but are not limited to, the following:

- Prepare, develop and offer 2-hour workshop/s on one of the following business development subjects: entrepreneurial mindset, business law and legal aspects, project management, marketing, human resources, e-commerce, metrics, accounting, financial analysis, patent & intellectual property, exports, federal opportunities and other as needed. The lecturer must prepare and provide in advance a digital presentation or slide show as well as other educational materials to support the instruction.
- Engage in a 2-hour one-on-one mentoring session with the participants following the above-referenced workshop (5-10 minutes per participant).
- Provide one (1) hour of mentoring per week,
- Provide technical assistance to businesses and entrepreneurs served by the incubator and accelerator programs on specific issues or areas of concern.

3 Milestones and Schedule

Lecturers' performance will be assessed based on direct evaluation and feedback from businesses and entrepreneurs served by the incubator and accelerator programs and by the Area-E SBIA program administrators.

4 Contract Term

- This Contract shall be in effect and enforceable between the parties from the date of its execution. The Term of this Contract will be for a performance period of thirty-six (36) months [January 2022-December 2024]. This term can be shortened or extended depending on: funds availability; the duration of the current subrecipient agreement with PRDOH; results of lecturer's performance evaluation and instructional needs and requirements of the Area-E SBIA program.

The Supplier shall be responsible for completing the activities outlined in this Scope of Work.

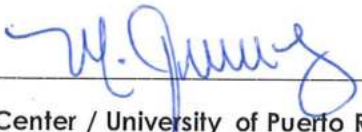
By signing this document, I acknowledge that I have read, understand and accept its contents as described:



Dec 12, 2021

SBIA Program Director / University of Puerto Rico - Mayaguez

Date



R&D Center / University of Puerto Rico Mayaguez

12/Dec/21

Date

Vendor Authorized Representative - Signature

Date

Vendor Authorized Representative Printed Name



SUPPLIER PROFILE SHEET
Instructors Services
Small Business Incubator & Accelerator Program
Community Development Block Grant – Disaster Recovery
University of Puerto Rico - Mayagüez



To: **University of Puerto Rico - Mayagüez**
areaeuprm@gmail.com

Supplier Data

(1) Supplier's Legal Name:

(2) Supplier's Tax ID:

(3) Supplier's DUNS No.:

(4) Supplier's Physical Address:

(Street Address Line 1)

(Street Address Line 2)

(City)

(State)

(Zip)

(5) Supplier's Postal Address:

(Street Address Line 1)

(Street Address Line 2)

(City)

(State)

(Zip)

(6) Supplier's Phone Number:

(7) Supplier's Email Address:

(8) Select the options that apply, if any

☐ **Women
Business
Enterprise**

☐ **Minority
Business
Enterprise**

☐ **Section 3
Resident**

☐ **Section 3
Business**

(9) Supplier's Authorized Representative:

(Authorized Representative Name)

(Authorized Representative Position)

The Supplier hereby certifies that the above information is accurate:

(Authorized Representative Signature)

(Date)

(Authorized Representative Name)

Instructions to obtain Data Universal Numbering System (DUNS) Number and System for Award Management (SAM)

DUNS Number

In order to obtain a DUNS number, access the following link: www.dnb.com. Registering for a DUNS number is **Free of Charge**. If any organization or website solicits a fee or charge to acquire a DUNS number, it is recommended to avoid them.

You will need all of the information listed below to obtain a DUNS number:

- Name of organization
- Organization address
- Name of the Chief Executive Officer (CEO) or Organization Owner
- Legal structure of the organization (e.g. corporation, partnership)
- Year the organization started
- Primary type of business
- Total number of employees (full and part-time)

System for Award Management (SAM)

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

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

Phone number: 787-758-4747 ext. 3181

Email: fecc@pridco.pr.gov

Link to website: federalcontractingpr.com

Instrucciones para obtener el número del “DUNS” y el Sistema para la Gestión de Adjudicaciones (SAM)

Número DUNS

Para obtener un número DUNS acceda al siguiente enlace: www.dnb.com. Debe registrarse para obtener un número DUNS, que es gratuito. Si alguna organización o sitio web solicita una tarifa o cargo para adquirir un número DUNS, se recomienda evitarlos.

Necesitará toda la información que se indica a continuación para obtener un número DUNS:

- Nombre de la organización
- Dirección de la organización
- Nombre del director ejecutivo (CEO) o propietario de la organización
- Estructura legal de la organización (por ejemplo, corporación, sociedad)
- Año de inicio de la organización
- Tipo principal de negocio
- Número total de empleados (a tiempo completo y parcial)

Sistema de Gestión de Adjudicaciones (SAM)

La entidad debe acceder al Sistema de Gestión de Adjudicaciones (SAM) y registrarse. **No hay cargo** por registrarse o renovar / actualizar la información de su organización en SAM.gov. El enlace a SAM es el siguiente: www.sam.gov.

Además, puede comunicarse con el Centro Federal de Contrataciones y solicitar asistencia técnica.

Número de teléfono: 787-758-4747 ext. 3181

Correo electrónico: fecc@pridco.pr.gov

Enlace al sitio web: federalcontractingpr.com



COST FORM
Lecturers Services
Small Business Incubator & Accelerator
Community Development Block Grant – Disaster Recovery
University of Puerto Rico - Mayagüez



Name of Vendor:

[A] Staff Position	[B] Max. Hours per year	[C] Rate per Hour	[D] Total Rate ([B]x[C])
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		Total Cost	\$

Notas:

- (1) The contract is expected to function as a not-to-exceed maximum amount from which services will be invoiced based on actual hours worked by each resource.
- (2) [Insert any other note relevant to this process]

Vendor's Authorized Representative Signature

Fecha

Vendor's Authorized Representative Printed Name

Entity: _____
Initials: _____
Date: _____

ATTACHMENT A
TERMS AND CONDITIONS TO THE CONTRACT/PURCHASE ORDERS FOR CDBG-DR

The following terms and conditions are made part of the contract/purchase order entered into between the University of Puerto Rico - Mayagüez and all its vendors and **CONTRACTORS** (hereinafter "**CONTRACTOR**") whether for services or supplies. The **CONTRACTOR** acknowledges that non-compliance with the terms and conditions in this attachment and the terms and conditions in the contract/purchase order may result in the termination of the contract/purchase order.

TERMS AND CONDITIONS

- 1) The **CONTRACTOR** shall furnish all necessary labor, materials, tools, equipment, software, supplies, and transportation necessary for the performance of the **CONTRACTOR's** duties under the contract/ purchase order. The Contractor shall procure all necessary permits, consents, and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body. The **CONTRACTOR** shall pay any applicable sales, use, or personal property taxes arising out of this contract/purchase order and the transactions contemplated thereby. Any other taxes levied upon this contract/purchase order, the transaction, of the equipment, or services delivered pursuant here shall be borne by the Contractor. It is clearly understood that the University of Puerto Rico - Mayagüez is exempt from any taxes regarding performance of the scope of work of this contract/purchase order.
- 2) The **Contractor** shall be solely responsible for all damages to persons and/or property that occur as result of **Contractor's** negligence, and shall take proper safety and health precautions to protect the health and the property of the general public in relation with the scope of work of the contract/ purchase order. In no event, the University of Puerto Rico - Mayagüez shall be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. The **CONTRACTOR** and its affiliates, its successors and assignees will indemnify the University of Puerto Rico - Mayagüez from any damages and/or losses arising out of any breach of this contract/purchase order by the **CONTRACTOR** or against personal injuries or property damage resulting from any act of negligence or omission by the **CONTRACTOR** and its affiliates in connection with this contract/purchase order.
- 3) The **CONTRACTOR** agrees to indemnify, defend and hold harmless the University of Puerto Rico - Mayagüez, their officers, and employees from and against: 1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract/purchase order; 2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data used under this contract/purchase order in a manner not authorized by the contract/purchase order, or by federal or State statutes or regulations; 3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.
- 4) The **CONTRACTOR's** responsibility under the contract/ purchase order will terminate when all work has been completed, the final inspection by the University of Puerto Rico - Mayagüez has been made and the work and/or supplies have been accepted by the University of Puerto Rico - Mayagüez authorized representative. The **CONTRACTOR** will remain responsible as required by the applicable guaranties.
- 5) Performance warranty:
 - a. **CONTRACTOR** warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
 - b. **CONTRACTOR** warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of **CONTRACTOR's** trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
 - c. If **CONTRACTOR** submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, the University of Puerto Rico - Mayagüez may require **CONTRACTOR**, at its sole expense, to:
 - i. repair or replace Deliverables that do not meet specifications;
 - ii. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 - iii. pay liquidated damages for any past due Deliverable; and
 - iv. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.
- 6) The **CONTRACTOR** will submit in writing to the Contracting Officer any complaint and/or dispute it might have related to its duties under the contract/ purchase order and/or the rejection of the services and/or goods by the University of Puerto Rico - Mayagüez. The Contracting Officer will render a decision regarding the dispute within thirty (30) days, after receipt of the **Contractor's** complaint, and this decision will be final.
- 7) The **CONTRACTOR** will not hire SUBCONTRACTORS that have been denied participation in HUD and/or the Government of Puerto Rico contracting programs. The **CONTRACTOR** must verify the eligibility of the subcontractors in the System for Award Management (SAM) and in the Limited Denial of Participation List (LDP), and retain documentation of the search results to confirm eligibility of the subcontractors. To comply with the eligibility verification process, the **CONTRACTOR** may request assistance from the CDBG-DR Procurement Office at the following email address: cdbgdpr-procurement@vivienda.pr.gov. All terms and conditions herein apply to subcontractors.
- 8) The University of Puerto Rico - Mayagüez, the Government of Puerto Rico, HUD, and the U.S. Comptroller General shall have unlimited access to records produced in the performance of the duties under the contract/ purchase

Entity: _____
Initials: _____
Date: _____

order, whether written or mechanized in possession of the **CONTRACTOR**, for a period of five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this contract/purchase order, any other applicable Federal statutes and regulations, and the terms and conditions of University of Puerto Rico - Mayagüez Federal award.

- 9) The **CONTRACTOR** warrants that to the best of its knowledge, it does not have any apparent or real conflict of interest, defined as a situation in which **CONTRACTOR** may have an unfair competitive advantage over other **CONTRACTORS** or prospective **CONTRACTORS** regarding any University of Puerto Rico - Mayagüez procurement proceedings. If the **CONTRACTOR** discovers a conflict of interest after the contract was awarded, the **CONTRACTOR** before the award was made and intentionally did not disclose it to the University of Puerto Rico - Mayagüez, the Contracting Officer may terminate the contract/ purchase order through written notification.
- 10) In the event that the **CONTRACTOR** is not in compliance with any of the terms and conditions in this attachment and/or the terms and conditions in the contract/ purchase order, the Contracting Officer may cancel the contract/purchase order immediately and it may declare the **CONTRACTOR** ineligible for further Puerto Rico Department of Housing contracts.
- 11) The University of Puerto Rico - Mayagüez may terminate in whole or in part this contract/purchase order if **CONTRACTOR** fails to fulfill any of its obligations, for its convenience (necessary or convenient to the University of Puerto Rico - Mayagüez, at University of Puerto Rico - Mayagüez discretion (with or without cause), if **CONTRACTOR** unilaterally and without prior notice chooses to abandon in any shape, form, or fashion or ceases and desists in the specific performance of its general and particular duties and responsibilities as agreed, if the **CONTRACTOR** is subject to a criminal or criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the **CONTRACTOR** is subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the **CONTRACTOR** of this contract/purchase order, if the **CONTRACTOR** has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided to the University of Puerto Rico - Mayagüez, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this contract/purchase order, or if any judgment that obligates the University of Puerto Rico - Mayagüez to terminate the contract/purchase order pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- 12) The work to be performed under this contract/purchase order is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Thresholds for section 3 covered housing and community development assistance are the following: A- Recipient. The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.00. B- **CONTRACTOR** and subcontractor. The requirements of this part apply to **CONTRACTORS** and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.00 and the contract or subcontract exceeds \$100,000.00. The **CONTRACTOR** agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The **CONTRACTOR** will not subcontract with any subcontractor where the **CONTRACTOR** has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract/purchase order for default, and debarment or suspension from future HUD assisted contracts.
- 13) The **CONTRACTOR** will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- 14) Any additional funds to complete the services or goods requested by the University of Puerto Rico - Mayagüez to the **CONTRACTOR** will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this contract/purchase order.
- 15) An authorized representative of the University of Puerto Rico - Mayagüez will review invoices and, if adequate, will approve and process its payment.

Entity: _____
Initials: _____
Date: _____

- 16) While providing the services under this contract/purchase order, the **CONTRACTOR** must adhere to applicable requirements of the CDBG-DR grant. If the **CONTRACTOR** performs ineligible activities under the CDBG-DR grant or program, the **CONTRACTOR** cannot include them in the invoice for payment to the **CONTRACTOR**.
- 17) **CONTRACTOR** shall be liable to the University of Puerto Rico - Mayagüez for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this contract/purchase order. **CONTRACTOR** shall reimburse such disallowed costs from funds other than those **CONTRACTOR** received under this contract/purchase order.
- 18) The **CONTRACTOR** acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- 19) In order for the **CONTRACTOR** to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the University of Puerto Rico - Mayagüez for payment:
"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."
- 20) With the exception of the **CONTRACTOR**'s working papers, the **CONTRACTOR** acknowledges the University of Puerto Rico - Mayagüez ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the **CONTRACTOR**, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the **CONTRACTOR** shall deliver such information, drafts, reports, papers and other materials to the University of Puerto Rico - Mayagüez, in document form or as computer program data, and the **CONTRACTOR** recognizes the University of Puerto Rico - Mayagüez right to request such documentation or computer program data. If the **CONTRACTOR** fails to deliver said information, the University of Puerto Rico - Mayagüez may seek a judicial order to enforce its rights.
- 21) Proof of expenditures incurred by the **CONTRACTOR** on behalf of University of Puerto Rico - Mayagüez shall be made available to University of Puerto Rico - Mayagüez. The **CONTRACTOR** agrees to maintain accurate records and files of all contract/purchase order documents, correspondence, book estimates, bills, and other information related to the **CONTRACTOR** account. These documents shall be open for the University of Puerto Rico - Mayagüez examination at all reasonable times during the term of this contract/purchase order, and up to five (5) years from closeout of the grant to the state, or the period required by other local applicable laws and regulations.
- 22) Non-disclosure and Confidentiality:
- a. Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning University of Puerto Rico - Mayagüez operations and that of its **CONTRACTOR** (e.g., the projects, computer processing systems, object and source codes and other University of Puerto Rico - Mayagüez business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by **CONTRACTOR**, its agents or representatives, in connection with the University of Puerto Rico - Mayagüez operations.
 - b. Non-Disclosure: **CONTRACTOR** agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without the University of Puerto Rico - Mayagüez express written authorization, signed by the Secretary of the University of Puerto Rico - Mayagüez, use or sell, market or disclose any Confidential Information to any third party, **CONTRACTOR**, corporation, or association for any purpose whatsoever. **CONTRACTOR** further agrees that, except as they relate to the normal course of the service, the **CONTRACTOR** will not make copies of the Confidential Information except upon University of Puerto Rico - Mayagüez express written authorization, signed by an authorized representative of University of Puerto Rico - Mayagüez, and will not remove any copy or sample of Confidential Information without prior written authorization from University of Puerto Rico - Mayagüez. **CONTRACTOR** retains the right to control its work papers subject to these confidentiality provisions.
 - c. Return Documents: Upon receipt of written request from the University of Puerto Rico - Mayagüez, **CONTRACTOR** will return to the University of Puerto Rico - Mayagüez all copies or samples of Confidential Information which, at the time of the notice are in **CONTRACTOR**'s or its agent's possession. **CONTRACTOR** reserves the right to retain a set of its work papers.
 - d. Equitable Relief: The **CONTRACTOR** acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause the University of Puerto Rico - Mayagüez to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The **CONTRACTOR** further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the **CONTRACTOR** agrees that the University of Puerto Rico - Mayagüez shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to the University of Puerto Rico - Mayagüez by law, equity or otherwise.
- 23) Nothing contained in this contract/purchase order shall create a contractual relationship with, or a cause of action of a third party against either the University of Puerto Rico - Mayagüez or the **CONTRACTOR**.

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- 24) The **CONTRACTOR** certifies, to the best of his or her knowledge, that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - The **CONTRACTOR** shall require that the language of this certification be included in the award documents for all subcontracts. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). The **CONTRACTOR** acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The **CONTRACTOR** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.
- 25) The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. In the event of the **CONTRACTOR's** noncompliance with the nondiscrimination clauses of this contract/purchase order or with any of the said rules, regulations, or orders, this contract/purchase order may be canceled, terminated, or suspended in whole or in part and the **CONTRACTOR** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 26) The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 27) The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.
- 28) The Federal Government is not a party to this contract/purchase order and is not subject to any obligations or liabilities to the non-Federal entity, **CONTRACTOR**, or any other party pertaining to any matter resulting from the contract/purchase order.
- 29) **CONTRACTOR** shall produce all insurance required by the University of Puerto Rico - Mayagüez, if any.
- 30) In the event that **CONTRACTOR** files for bankruptcy protection, the Government of Puerto Rico and University of Puerto Rico - Mayagüez may deem this contract/purchase order null and void, and terminate this contract/purchase order without notice.
- 31) This contract/purchase order shall be binding upon and shall inure to the benefit of University of Puerto Rico - Mayagüez and the **CONTRACTOR**, their successors and assigns. The **CONTRACTOR** shall not assign this contract/purchase order, in whole or in part, without the prior written consent of University of Puerto Rico - Mayagüez, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.
- 32) The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, **CONTRACTOR**, corporation, or other entity without the prior, express, and written consent of the other party.
- 33) The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this contract/purchase order shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.
- 34) This contract/purchase order shall be governed by, interpreted and enforced in accordance with, the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this contract/purchase order in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.
- 35) The fulfillment of this contract/purchase order is based on those funds being made available to the University of Puerto Rico - Mayagüez as the lead administrative agency for Recovery. All expenditures under this contract/purchase order must be made in accordance with this contract/purchase order, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, **CONTRACTOR** acknowledges that all funds are subject to recapture and repayment for non-compliance.

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- 36) The University of Puerto Rico - Mayagüez may recapture payments it makes to **CONTRACTOR** that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this contract/purchase order, including any unapproved expenditures. **CONTRACTOR** must refund such recaptured payments within thirty (30) days after the University of Puerto Rico - Mayagüez issues notice of recapture to **CONTRACTOR**
- 37) **CONTRACTOR** shall be liable to the University of Puerto Rico - Mayagüez for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this contract/purchase order. **CONTRACTOR** shall reimburse such disallowed costs from funds other than those **CONTRACTOR** received under this contract/purchase order.
- 38) The terms and conditions of this contract/purchase order related to the following subjects shall survive the termination or expiration of this contract/purchase order: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent **CONTRACTOR** relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this contract/purchase order shall so survive.

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ATTACHMENT B
ADDITIONAL CLAUSES TO THE PURCHASE ORDERS FOR CDBG-DR OTHER THAN CONSTRUCTION

The following additional clauses are made part of the contract/purchase order entered into between the University of Puerto Rico - Mayagüez and its contractors for other than construction services or supplies. The **Contractor** acknowledges that noncompliance with the terms and conditions in this Attachment B and the terms and conditions in the contract/ purchase order and the Attachment A, may result in the termination of the contract/purchase order.

TERMS AND CONDITIONS

- 1) The University of Puerto Rico - Mayagüez shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by **Contractor** pursuant the terms of this contract/ purchase order, including, but not limited to, reports, memorandum, or letters.
- 2) The **Contractor** shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 3) **Procurement of Recovered Materials.**
 - a. The Contractor shall procure items designated in the Environmental Protection Agency (EPA) guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonable available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
 - b. Paragraph (a) shall apply to items purchased under this contract where: (1) the **Contractor** purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the **Contractor**: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.
- 4) **Termination for Cause and for Convenience (contracts of \$10,000 or more).**
 - a. The University of Puerto Rico - Mayagüez may terminate this contract in whole, or in part, for the University of Puerto Rico - Mayagüez's convenience or the failure of the **Contractor** to fulfill the contract/purchase order obligations (cause/default). The University of Puerto Rico - Mayagüez shall terminate by delivering to the **Contractor** a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the **Contractor** shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the University of Puerto Rico - Mayagüez all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
 - b. If the termination is for the convenience of the University of Puerto Rico - Mayagüez, the University of Puerto Rico - Mayagüez shall be liable only for the payment for services rendered before the effective date of the termination.
 - c. If the termination is due to the failure of the **Contractor** to fulfill its obligations under the contract (cause/default), the University of Puerto Rico - Mayagüez may (1) require the **Contractor** to deliver to it, in the manner and to the extent directed by the University of Puerto Rico - Mayagüez, any work described in the Notice of Termination; (2) take over the work and continue the same to completion by contract of otherwise, and the **Contractor** shall be liable for any additional cost incurred by the University of Puerto Rico - Mayagüez; and (3) withhold any payments to the **Contractor**, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the University of Puerto Rico - Mayagüez to the **Contractor**. In the event of termination for cause/default, the University of Puerto Rico - Mayagüez shall be liable to the **Contractor** for reasonable costs incurred by the **Contractor** before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.
- 5) **For all other termination information, please refer to Attachment A.**

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ATTACHMENT C
CDBG-DR PURCHASE ORDERS CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

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

A. Compliance with Executive Order 24: Pursuant to Executive Order 24 of June 18, 1991, the **CONTRACTOR** certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The **CONTRACTOR** further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The **CONTRACTOR** shall hand out, to the satisfaction of the University of Puerto Rico - Mayagüez and whenever requested by the University of Puerto Rico - Mayagüez during the term of this Agreement, the necessary documentation to support its compliance of this clause. The **CONTRACTOR** will be given a specific amount of time by the University of Puerto Rico - Mayagüez to produce said documents. During the term of this Agreement, the **CONTRACTOR** agrees to pay and/or to remain current with any repayment plan agreed to by the **CONTRACTOR** with the Government of Puerto Rico.

B. Compliance with Executive Order 52: Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the **CONTRACTOR** certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The **CONTRACTOR** accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every **CONTRACTOR** and subcontractor whose service the **CONTRACTOR** has secured in connection with the services to be rendered under this Agreement and shall forward evidence to University of Puerto Rico - Mayagüez as to its compliance with this requirement.

C. Social Security and Income Tax Retentions: The **CONTRACTOR** will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.

D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym): The **CONTRACTOR** certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The **CONTRACTOR** further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The **CONTRACTOR** shall hand out, to the satisfaction of the University of Puerto Rico - Mayagüez and whenever requested by the University of Puerto Rico - Mayagüez during the term of this Agreement, the necessary documentation to support its compliance of this clause. The **CONTRACTOR** will deliver upon request any documentation requested under this clause as per request of University of Puerto Rico - Mayagüez. During the Term of this Agreement, the **CONTRACTOR** agrees to pay and/or to remain current with any repayment plan agreed to by the **CONTRACTOR** with the Government of Puerto Rico with regards to its property taxes.

E. Income Tax Withholding: The University of Puerto Rico - Mayagüez shall retain the corresponding amount from all payments made to the **CONTRACTOR**, as required by the Puerto Rico Internal Revenue Code. The University of Puerto Rico - Mayagüez will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as Departamento de Hacienda del Gobierno de Puerto Rico). The University of Puerto Rico - Mayagüez will adjust such withholdings provided the **CONTRACTOR** produces satisfactory evidence of partial or total exemption from withholding.

F. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.: The **CONTRACTOR** certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, supra, known as the "Puerto Rico Workers' Accident Compensation Act".

G. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The **CONTRACTOR** certifies and guarantees that at the signing of this Agreement that the **CONTRACTOR** nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The **CONTRACTOR** hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The **CONTRACTOR** shall present, to the satisfaction of University of Puerto Rico - Mayagüez, the necessary documentation to substantiate the same. The **CONTRACTOR** will be given a specific amount of time by University of Puerto Rico - Mayagüez, to deliver said documents.

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H. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.: The **CONTRACTOR** hereby certifies that in signing this Agreement it is in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

I. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The **CONTRACTOR** certifies that: (1) No public servant of this executive agency has a pecuniary interest in this contract, purchase or commercial transaction. (2) No public servant of this executive agency requests or accepts me, directly or indirectly, for him (her), for any member of his family unit or for any person, gifts, bonuses, favors, services, donations, loans or anything else of monetary value. (3) No public servant (s) request or accept any goods of economic value, linked to this transaction, from any person of my entity as payment for performing the duties and responsibilities of their employment. (4) No public servant requested me, directly or indirectly, for him (her), for any member of her family unit, or for any other person, business or entity, some of economic value, including gifts, loans, promises, favors or services in exchange for the performance of said public servant is influenced in my favor or of my entity. (5) I have no kinship relationship, within the fourth degree of consanguinity and second by affinity, with any public servant who has the power to influence and participate in the institutional decisions of this executive agency.

J. Non-Conviction. The **CONTRACTOR** certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, **CONTRACTOR** also certifies that:

a. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.

b. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.

c. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.

d. The **CONTRACTOR** represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the **CONTRACTOR** agrees to notify University of Puerto Rico - Mayagüez should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.

K. Other payments or compensation: The **CONTRACTOR** certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

L. Consequences of Non-Compliance: The **CONTRACTOR** expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations, warrants, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for University of Puerto Rico - Mayagüez to render this Agreement null and void and the **CONTRACTOR** reimburse to University of Puerto Rico - Mayagüez all moneys received under this Agreement.

M. Compliance with Federal Law, Regulations & Executive Orders: The **CONTRACTOR** acknowledges that HUD financial assistance will be used to fund the contract/purchase order only. Also, the **CONTRACTOR** shall comply with all applicable federal, state or local rules, regulations, or policies relating to CDBG-DR and CDBG program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, **CONTRACTOR** shall comply, without limitation, those set forth in HUD's General Provisions.

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ATTACHMENT D HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

The CONTRACTOR shall include these terms and conditions in all subcontracts or purchase orders directly servicing the Contract.

These general provisions may be updated from time to time. It is the sole responsibility of the CONTRACTOR to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. BREACH OF CONTRACT TERMS

The University of Puerto Rico - Mayagüez reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the University of Puerto Rico - Mayagüez and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the University of Puerto Rico - Mayagüez and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507, when applicable.

5. ACCESS TO RECORDS

The Government of Puerto Rico, the University of Puerto Rico - Mayagüez, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this Contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records (files, data, work product) connected with this Contract will be turned over to University of Puerto Rico - Mayagüez following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

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

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with the University of Puerto Rico - Mayagüez on a quarterly basis.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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

15. SUBCONTRACTING

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

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (ii) Requiring unnecessary experience and excessive bonding;
- (iii) Noncompetitive pricing practices between firms or between affiliated Companies;
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest;
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

The CONTRACTOR represents to the University of Puerto Rico - Mayagüez that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Contract.

The CONTRACTOR will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the University of Puerto Rico - Mayagüez.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and University of Puerto Rico - Mayagüez, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising

from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to UPRM.

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the University of Puerto Rico - Mayagüez shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the University of Puerto Rico - Mayagüez, become the University of Puerto Rico - Mayagüez property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and University of Puerto Rico - Mayagüez for damages sustained by the Government of Puerto Rico and/or University of Puerto Rico - Mayagüez by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or University of Puerto Rico

- Mayagüez may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or University of Puerto Rico - Mayagüez from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees

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with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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

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

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

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- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this Contract, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

28. BONDING REQUIREMENTS

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

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

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

- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

(As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to University of Puerto Rico - Mayagüez on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

32. HATCH ACT

CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Act, Public Law 94-163, as amended.

The Hatch Act applies to political activities of certain state and local employees. As a Puerto Rico Department of Housing CONTRACTOR, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

34. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

35. WITHHOLDING OF WAGES

If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the University of Puerto Rico - Mayagüez may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may

be disbursed by the University of Puerto Rico - Mayagüez for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the University of Puerto Rico - Mayagüez for the latter's decision, which shall be final with respect thereto.

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

39. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Agreement or to any benefit to arise therefrom.

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this Agreement.

41. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

42. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

Entity: _____
Initials: _____
Date: _____

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

44. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

45. VALUE ENGINEERING

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

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 24 C.F.R. § 200.318.(g).



NON-COLLUSIVE AFFIDAVIT
Instructors Services
Small Business Incubator & Accelerator
Community Development Block Grant – Disaster Recovery
University of Puerto Rico - Mayagüez
Procurement Process No. AE-101



The Offeror certifies that in relation to Instructors Services:

1. The prices in the offer have been arrived at independently without directly or indirectly mediating any type of consultation, communication or agreement with any other competitor relating to i) prices, ii) intention to submit an offer, or iii) the methods or factors used to calculate the proceed offered;
2. Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening or purchase order/contract award unless otherwise required by law;
3. No attempt has been made or will be made by the offeror to induce any other competitor to/not to submit an offer for the purpose of restricting competition.

The signatory below (select one):

- ☐ Is the person in the offeror's organization responsible for determining the prices being offered, and has not participated and will not participate in any action contrary to paragraphs (1) through (3) above.
- ☐ Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (1) through (3) above.

Name ¹	Position ²	Name	Position

As an authorized agent, the Signatory does certify that the principals named above have not participated, and will not participate, in any action contrary to paragraphs (1) through (3) above.

¹ Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the quote, bid or proposal.

² Insert the title of the person(s) in the offeror's organization responsible for determining the prices offered in the quote, bid or proposal.

As an agent, the Signatory has not personally participated, and will not participate, in any action contrary to paragraphs (1) through (3) above.

(Name of Offeror)

By:

(Signature)

(Printed Name of Signatory)

(Title)

Affidavit No: _____

Subscribed and sworn to before me in the city of _____, _____, this _____ day of _____, 20____, by _____ of legal age, _____ (civil status), _____ (occupation) and resident of _____, _____, in his/her capacity as _____ of Offeror.
Who I personally know or have identified by his/her _____.

Public Notary



NON-CONFLICT OF INTEREST CERTIFICATION
[CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS]

Instructors Services
Small Business Incubator & Accelerator Program
Community Development Block Grant – Disaster Recovery
University of Puerto Rico - Mayagüez



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

Yo, _____, mayor de edad, de estado civil (casado(a)/soltero(a)), y residente de _____, _____, he sido designado(a) como el/la representante autorizado(a) de _____ (el "Proponente"), para el proceso de adquisición **Compra Pequeña** ("Proceso de Adquisición"). En virtud de ello, certifico que:

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

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

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

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

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

[Ningún servidor público o empleado de la Entidad Adquirente ha solicitado o aceptado, directa o indirectamente, por parte de cualquier persona o entidad, incluyendo al Proponente, bienes de cualquier valor económico -incluyendo regalos, propinas, favores, servicios, donativos, préstamos y/o cualquier otra cosa de valor monetario- para sí y/o para algún miembro de su familia inmediata y/o

familiares y/o para cualquier otra persona, a cambio de que su actuación influya en el resultado final de este Proceso de Adquisición.]

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

[No tengo una relación de parentesco dentro del cuarto (4to) grado de consanguinidad y/o segundo (2do) de afinidad, con algún servidor público o empleado de la Entidad Adquirente que participe o inflencie -o tenga la capacidad para hacerlo- en las decisiones institucionales de la Entidad Adquirente.]

The Procuring Entity is highly committed to management excellence and promotes the effective use of the government resources to benefit the people of Puerto Rico. Thus, the Procuring Entity will support and comply with the provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico.

[La Entidad Adquirente está altamente comprometida con lograr una administración de excelencia y promover el uso efectivo de los recursos del gobierno en beneficio del pueblo de Puerto Rico. Por tanto, la Entidad Adquirente está comprometida con apoyar y cumplir con la Ley 2-2018, conocida como el Código Anti Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico.]

In light of the above, I, the Proposer's Authorized Representative, also certify that:
[En virtud de lo anterior, yo, el/la Representante Autorizado(a) del Proponente, certifico que también:]

1. I agree to comply with the applicable provisions of Act 2-2018, known as the Anti-Corruption Code for the New Puerto Rico, as amended, including Title III, Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Government of Puerto Rico and recognize that this is an essential requirement in order to execute transactions or to set up agreements with the Procuring Entity.

[Tengo el compromiso de cumplir con las disposiciones aplicables de la Ley 2-2018, conocida como el Código Anti-Corrupción para el Nuevo Puerto Rico, según enmendada, incluyendo el Título III, Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico y reconocemos que esta aceptación es una condición esencial e indispensable para que se puedan efectuar transacciones o que se establezcan acuerdos con la Entidad Adquirente.]

Signature of Proposer's Authorized Representative
[Firma del/la Representante Autorizado(a) del Proponente]

Date
[Fecha]

Printed Name of Proposer's Authorized Representative
[Nombre en Letra de Molde del/la Representante Autorizado(a) del Proponente]