



PUERTO RICO DEPARTMENT OF HOUSING
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
P.O. BOX 21365
SAN JUAN, PUERTO RICO 00928-1365

PURCHASE ORDER

Approved

VENDOR # v0000694	P/O No.:	221
CORTELCO SYSTEMS PUERTO RICO, INC. PO BOX 7076 CAGUAS, PR 00726	ORDER DATE:	07/01/24
	EXPIRATION DATE:	06/26/2027
	TELEPHONE No:	787-704-0000
	FAX No:	(787) 704-3252
	E-MAIL ADDRESS:	jcramos@cortelcopr.com
PLACE OF DELIVERY:	DELIVERY DATE:	
Department of Housing CDBG-DR 606 Barbosa Ave San Juan PR 00925	08/01/2024	

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Cisco Catalyst 9200L (48 ports)	1.0	\$3,144.58	\$3,144.58
2	Cisco 9200L Stack Kit	1.0	\$611.48	\$611.48
3	Cisco C9200 DNA Essentials 3 yrs.	1.0	\$599.40	\$599.40
4	Cisco SMARTNET 9200L- X 8x5 NBD (3yrs) AC Type A Power Cable	1.0	\$2,120.54	\$2,120.54
5	Cisco Stacking Cable 1M	1.0	\$102.44	\$102.44
6	10GB Fiber Optical Transceiver Cisco / SFP-10G-SR	6.0	\$448.51	\$2,691.06

Total: \$9,269.50

INVOICE INSTRUCTIONS

Follow registration instructions through the web portal [Vendor Cafe](#)

To: Finance Department CDBG-DR
Puerto Rico Department of Housing
PO Box 21365
San Juan, PR 00928-1365

El Suplidor y el Departamento de la Vivienda (DV) ejecutan este acuerdo en la fecha anteriormente escrita. El Suplidor acuerda cumplir el Alcance de Trabajo del , los términos y condiciones de su cotización y los anejos identificados como Anejo A [TERMS AND CONDITIONS TO THE CONTRACT/PURCHASE ORDERS FOR CDBG-DR], Anejo B [ADDITIONAL CLAUSES TO THE PURCHASE ORDERS FOR CDBG-DR OTHER THAN CONSTRUCTION] , Anejo C [CDBG-DR PURCHASE ORDERS CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS] y Anejo D [HUD GENERAL PROVISIONS] los cuales se hacen formar parte integral de esta orden de compra. | The Contractor and the Puerto Rico Department of Housing (PRDOH) execute this agreement on the date above written. The Contractor agrees to comply with the Scope of Work dated , the quotation terms and conditions and the attachments identified as Attachment A [TERMS AND CONDITIONS TO THE CONTRACT/PURCHASE ORDERS FOR CDBG-DR], Attachment B [ADDITIONAL CLAUSES TO THE PURCHASE ORDERS FOR CDBG-DR OTHER THAN CONSTRUCTION] , Attachment C [CDBG-DR PURCHASE ORDERS CERTIFICATION OF



COMPLIANCE WITH LEGAL REQUIREMENTS] y Attachment D [HUD GENERAL PROVISIONS] which become an integral part of this purchase order.

ELECTRONICALLY SIGNED BY:

MARETZIE DIAZ on the date 06/27/24

Contracting Officer DOH



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 Puerto Rico Department of Housing (PRDOH) 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 PRDOH 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 PRDOH 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 PRDOH 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 PRDOH, 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 PRDOH has been made and the work and/or supplies have been accepted by the PRDOH 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, PRDOH 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 PRDOH. 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: cdbgdr-procurement@vivienda.pr.gov. All terms and conditions herein apply to subcontractors.
8. The PRDOH, 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 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 PRDOH's 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 PRDOH 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 PRDOH, 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 PRDOH may terminate in whole or in part this contract/purchase order if **CONTRACTOR** fails to fulfil any of its obligations, for its convenience (necessary or convenient to the PRDOH), at PRDOH's 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 PRDOH, 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 PRDOH 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 PRDOH 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 PRDOH will review invoices and, if adequate, will approve and process its payment.
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 PRDOH 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 PRDOH 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 PRDOH's 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 PRDOH, in document form or as computer program data, and the **CONTRACTOR** recognizes the PRDOH's right to request such documentation or computer program data. If the **CONTRACTOR** fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.



21. Proof of expenditures incurred by the **CONTRACTOR** on behalf of PRDOH shall be made available to PRDOH. 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 PRDOH 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:
- Confidential Information; Definition: The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its **CONTRACTOR** (e.g., the projects, computer processing systems, object and source codes and other PRDOH 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 PRDOH operations.
 - 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 PRDOH express written authorization, signed by the Secretary of the PRDOH, 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 PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. **CONTRACTOR** retains the right to control its work papers subject to these confidentiality provisions.
 - Return Documents: Upon receipt of written request from the PRDOH, **CONTRACTOR** will return to PRDOH 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.
 - Equitable Relief: The **CONTRACTOR** acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH 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 PRDOH 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 PRDOH by law, equity or otherwise.
23. Nothing contained in this Acontract/purchase order shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the **CONTRACTOR**.
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 PRDOH, if any.
30. In the event that **CONTRACTOR** files for bankruptcy protection, the Government of Puerto Rico and PRDOH 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 PRDOH 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 PRDOH, 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 PRDOH 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.
36. PRDOH 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 PRDOH issues notice of recapture to **CONTRACTOR**.
37. **CONTRACTOR** shall be liable to the PRDOH 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.
39. Pursuant to CC 1300-16-16 of the Puerto Rico Department of the Treasury, the contractor certifies that it has complied with its tax responsibilities or, if there is a debt, that it is covered by a payment plan with the terms and conditions of which it is complying. Therefore, if the contract's total cost does not exceed the amount of sixteen thousand dollars (\$16,000.00), the contractor will not have to submit the required documents prior to the formalization of contracts established in CC 1300-16-16.



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 Puerto Rico Department of Housing (**PRDOH**) 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 **PRDOH** 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 contain 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 **PRDOH** may terminate this contract in whole, or in part, for the **PRDOH**'s convenience or the failure of the **Contractor** to fulfill the contract/purchase order obligations (cause/default). The **PRDOH** 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 **PRDOH** 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 **PRDOH**, the **PRDOH** 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 **PRDOH** may (1) require the **Contractor** to deliver to it, in the manner and to the extent directed by the **PRDOH**, any work described in the Notice of Termination; (2) take over the work and continue the same to completion by contract or otherwise, and the **Contractor** shall be liable for any additional cost incurred by the **PRDOH**; 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 **PRDOH** to the **Contractor**. In the event of termination for cause/default, the **PRDOH** 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.**



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 PRDOH and whenever requested by the PRDOH 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 PRDOH 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 PRDOH 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 PRDOH and whenever requested by the PRDOH 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 PRDOH. 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 PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH 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 PRDOH 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 shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

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 good 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 PRDOH 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 PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH 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.



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 PRDOH 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 PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the PRDOH 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 PRDOH, 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 PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

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 PRDOH 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 PRDOH 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 PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH 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 PRDOH, 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 PRDOH 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 PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, 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 PRDOH.

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 PRDOH 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 PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH 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 PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH 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 PRDOH 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 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.
- 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.
- 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).



8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH 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 PRDOH 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 PRDOH 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 PRDOH 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

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).

- (xi) Withdraw from contracting with a selected vendor if the vendor chosen does not provide the required contract documents, including insurance requirements, within ten (10) business days of the contract Award Notice.
- (xii) Extend the time of the Purchase Order if deemed necessary.
- (xiii) The above does not prohibit the Selected Proposer(s) from competing in the new solicitation at the end of their contract(s).

The supplier shall be responsible for providing all goods outlined in this Scope of Work.

3. Requirements

- The selected supplier must be able to facilitate on-site warranty service at the location where the equipment is located. It must also have competent technical personnel with the appropriate experience or certifications to assist in the diagnostic and coordination of the warranty with the selected manufacturer.
- The selected supplier must maintain and document the configurations details for each type of hardware provided. The supplier must submit, electronically, each warranty with the equipment provided.
- The selected supplier must not provide any equipment that is close to the end of life or that will become unsupported by the manufacturer during the warranty period required. In case that a piece of equipment reached the end of its useful life or becomes unsupported by the manufacturer, the suppliers shall be obliged to replace the equipment with an equivalent that meets the applicable warranty period, with similar or better specifications of the original, without representing any additional financial obligation from the agency.
- The selected supplier must be an authorized representative, dealer or distributor of the of the items requested herein and must include a signed letter from the manufacturer as proof. The selected supplier will manage any communication and/or assistance that the PRDOH may need in relation to the warranty of the equipment requested herein.
- The PRDOH is seeking a designated representative or point of contact (POC) from the supplier for all services related to the equipment. The selected supplier must comply with the scheduled expected delivery of equipment provided.
- All of the goods to be acquired must be provided in a professional manner, satisfactory to the PRDOH requirements and in accordance with the terms and conditions included with this Scope of Work as Attachments A through D.
- All prices submitted by the supplier shall include all expenses including incidentals, taxes, handling, installation of equipment and delivery cost. The agency will not cover any additional cost, only the unit price submitted for the equipment will be taken into consideration. The agency will not be responsible for reimbursement or expenses related to per-diem tolls or parts of labor for the equipment under warranty service.
- The selected supplier must provide the equipment with all its internal components properly installed and configured (if applies).
- Suppliers submitting quotes of more than \$25,000.00 for the CDGB-DR and CDBG-MIT Programs are required to be 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 registration is free of charge for the supplier. For registration, the supplier can access: <https://sam.gov/content/entity-registration>.

4. Goods

The goods to be acquired are the following:



SCOPE OF WORK
Amended for Addendum 1
Small Purchase



Information Technology (IT) Communication Switch Acquisition
Community Development Block Grant – Disaster Recovery
Community Development Block Grant-Mitigation
Puerto Rico Department of Housing

1. Introduction and Overview

The Puerto Rico Department of Housing (**PRDOH**) is issuing this Small Purchase (**SP**) to procure One (1) Communication Switch for the Community Development Block Grant-Disaster Recovery (**CDBG-DR**) and Community Development Block Grant-Mitigation (**CDBG-MIT**) Programs. This Scope of Work defines the requirements the selected supplier must comply with under the small purchase process, which is designed to promote fair and open competition, while seeking a cost competitive solution.

The selected supplier is encouraged to carefully analyze the requirements of this document. The Scope of Work presented is based upon circumstances existing at the time of the solicitation. The supplier must guarantee the prices of all the items for the term of the contract.

2. PRDOH's Reservation of Rights

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all quotations, waive any informality in the SP process, or terminate the SP process at any time, if deemed to be in its best interests.
- (ii) Reject and not consider any quotation that does not meet the requirements of this SP, including but not necessarily limited to, incomplete quotations and/or quotations offering alternate or non-requested goods.
- (iii) Cancel this solicitation and reissue the SP or another version of it, if it deems that doing so is in the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any suppliers for any costs incurred in responding to this SP.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category.
 - c. PRDOH's requirements in good faith change after awarding of the contract.
- (vi) To require additional information from all suppliers to determine the level of responsibility.
- (vii) To contact any individuals, entities, and/or organizations that have had a business relationship with the suppliers, regardless of their inclusion in the reference section of the quotation submittal.
- (viii) To contract with one or more suppliers or the cancellation of this SP.
- (ix) To negotiate any price from the awarded supplier(s) in response to a specific order under this solicitation.
- (x) To modify the quantity of the listed items and/or services during the contract term without exceeding the small purchase threshold in compliance with policies and procedures.

Item	Qty
Cisco Catalyst 9200L (48 ports each)	1
Cisco 9200L Stack Kit	1
Cisco C9200 DNA Essentials 3 yrs.	1
Cisco SMARTNET 9200L- X 8x5 NBD (3yrs)- AC Type A Power Cable	1
Cisco Stacking Cable 1M	1
10GB Fiber Optical Transceiver CISCO / SFP-10G-SR	6

5. Technical Specifications

Item	Details
Cisco Catalyst 9200L (48 ports)	PoE/PoE+; minimum of 3yrs of warranty
Cisco 9200L Stack Kit	Minimum of 3yrs of warranty
Cisco C9200 DNA Essentials	Term of License: 3yrs; 48 ports
Cisco SMARTNET 9200L – X 8x5 NBD (3yrs)- AC Type A Power Cable	Minimum of 3yrs of warranty
Cisco Stacking Cable 1M	Compatible with 3850; minimum of 3yrs of warranty
10GB Fiber Optical Transceiver CISCO / SFP-10G-SR	Standard warranty: 5 years

6. Support

The selected supplier must be able to provide customer support to the PRDOH, within no more than 48 hours, in at least two of the following methods:

- Email
- Phone
- Tickets
- Live Support

7. Warranty

- Warranty will include all parts constituted in the goods.
- The warranty period for the goods is established in the table above for each of the goods.
- In the case that any equipment, parts or products became defective, the supplier must repair, replace, or other compensate for, the defective equipment, parts or

products without cost to the PRDOH, within **twenty (20)** business days. If more time is needed for the repair and/or replacement, the selected supplier shall let the PRDOH know beforehand.

- The warranty period will begin the date on which PRDOH accepts the equipment, parts or products.

- All technical support or any warranty servicing from the manufacturer(s) shall be generated by the selected supplier once contacted by the PRDOH.

8. Deliverables

The selected supplier must comply with the following delivery requirements:

- Deliver the goods to the PRDOH Headquarters: Ave Barbosa 606, San Juan, PR, on or before the 30-day period after receipt of Purchase Order. The PRDOH reserves the right to extend any delivery period, as may be applicable and will notify the selected supplier of such decision.
- The selected supplier shall designate a representative or POC. The POC of the supplier will maintain communication with the PRDOH to arrange the time and date of delivery or installation. Also, must be present at the time of the delivery during the PRDOH's inspection of the items, as mentioned above in the requirements.
- The Selected Supplier shall inform in writing to the PRDOH on or before five (5) days of the delivery schedule's due date of any circumstances that may cause any delays on the delivery.
- The PRDOH understands that unexpected factors may come up for both parties, therefore if the date and time arranged for delivery or installation cannot be met it should be communicated with at least 24 hours in advance.

9. Term of Purchase Order

The Purchase Order shall be in effect for a period of Thirty-six (36) month after execution of the purchase order with selected supplier.

10. Documentation

The selected supplier must provide a letter from the manufacturer as proof that it is an authorized representative, dealer or distributor of the manufacturer and documentation for equipment requested in this scope of work.

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

Cortelco Systems Puerto Rico, Inc.

Supplier Entity Name



Supplier Authorized Representative Signature

Date

Juan Carlos Ramos

6/14/2024

Supplier Authorized Representative Printed Name



COST FORM
Amended for Addendum 1
IT Communication Switch Acquisition
Community Development Block Grant – Disaster Recovery & Mitigation
Community Development Block Grant – Mitigation
Puerto Rico Department of Housing

Name of Supplier:

Line Item	Quantity	Units	Unit Price	Total Price
Cisco Catalyst 9200L (48 ports each)	1	Ea.	\$ 3,144.58	\$ 3,144.58
Cisco 9200L Stack Kit	1	Ea.	\$611.48	\$ 611.48
Cisco C9200 DNA Essentials 3 yrs.	1	Ea.	\$599.40	\$ 599.40
Cisco SMARTNET 9200L- X 8x5 NBD (3yrs)- AC Type A Power Cable	1	Ea.	\$ 2,120.54	\$ 2,120.54
Cisco Stacking Cable 1M	1	Ea.	\$102.44	\$102.44
10GB Fiber Optical Transceiver Cisco / SFP-10G-SR	6	Ea.	\$ 448.51	\$ 2,691.06
Total Quote				\$9,269.50

Notes on Cost Form:

- (1) All prices submitted by the supplier shall include all expenses including incidental, taxes, handling, or delivery costs. The PRDOH will not cover any additional costs, only the unit price submitted for the equipment will be taken in consideration. The PRDOH will not be responsible for reimbursement or expense related to per-diem, tolls, parts or labors for equipment under warranty service
- (2) The selected supplier must be able to facilitate on-site maintenance and technical assistance at the location where the equipment is located if needed. It must also have competent technical personnel with the appropriate experience or certifications to assist in the diagnostic and coordination of warranty with the selected manufacturer.
- (3) The selected supplier must provide the equipment with all its internal components properly installed and configured, i.e. memory modules.

Supplier's Authorized Representative Signature

Juan Carlos Ramos

Supplier's Authorized Representative Printed Name

6/14/2024

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 Puerto Rico Department of Housing (**PRDOH**) 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 PRDOH 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 PRDOH 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 PRDOH 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 PRDOH, 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 PRDOH has been made and the work and/or supplies have been accepted by the PRDOH 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, PRDOH 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 PRDOH. 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 PRDOH, 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 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 PRDOH's 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 PRDOH 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 PRDOH, 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 PRDOH may terminate in whole or in part this contract/purchase order if **CONTRACTOR** fails to fulfil any of its obligations, for its convenience (necessary or convenient to the PRDOH), at PRDOH's 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 PRDOH, 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 PRDOH 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 PRDOH 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 PRDOH will review invoices and, if adequate, will approve and process its payment.
- 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 PRDOH 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 PRDOH 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 PRDOH's 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 PRDOH, in document form or as computer program data, and the **CONTRACTOR** recognizes the PRDOH's right to request such documentation or computer program data. If the **CONTRACTOR** fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- 21) Proof of expenditures incurred by the **CONTRACTOR** on behalf of PRDOH shall be made available to PRDOH. 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 PRDOH 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 PRDOH operations and that of its **CONTRACTOR** (e.g., the projects, computer processing systems, object and source codes and other PRDOH 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 PRDOH 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 PRDOH express written authorization, signed by the Secretary of the PRDOH, 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 PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. **CONTRACTOR** retains the right to control its work papers subject to these confidentiality provisions.
 - c. Return Documents: Upon receipt of written request from the PRDOH, **CONTRACTOR** will return to PRDOH 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 PRDOH 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 PRDOH 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 PRDOH by law, equity or otherwise.
- 23) Nothing contained in this Acontract/purchase order shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the **CONTRACTOR**.

- 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 PRDOH, if any.
- 30) In the event that **CONTRACTOR** files for bankruptcy protection, the Government of Puerto Rico and PRDOH 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 PRDOH 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 PRDOH, 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 PRDOH 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

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Program, and any other applicable laws. Further, **CONTRACTOR** acknowledges that all funds are subject to recapture and repayment for non-compliance.

- 36)** PRDOH 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 PRDOH issues notice of recapture to **CONTRACTOR**
- 37)** **CONTRACTOR** shall be liable to the PRDOH 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 Puerto Rico Department of Housing (**PRDOH**) 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 **PRDOH** 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 contain 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 **PRDOH** may terminate this contract in whole, or in part, for the **PRDOH**'s convenience or the failure of the **Contractor** to fulfill the contract/purchase order obligations (cause/default). The **PRDOH** 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 **PRDOH** 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 **PRDOH**, the **PRDOH** 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 **PRDOH** may (1) require the **Contractor** to deliver to it, in the manner and to the extent directed by the **PRDOH**, 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 **PRDOH**; 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 **PRDOH** to the **Contractor**. In the event of termination for cause/default, the **PRDOH** 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 PRDOH and whenever requested by the PRDOH 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 PRDOH 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 PRDOH 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 PRDOH and whenever requested by the PRDOH 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 PRDOH. 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 PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH 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 PRDOH 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 shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- 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.

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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 good 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 PRDOH 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 PRDOH to render this Agreement null and void and the CONTRACTOR reimburse to PRDOH 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.

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 Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as 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 Puerto Rico Department of Housing (**PRDOH**) 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 PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all the

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PRDOH 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 PRDOH, 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 PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

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 PRDOH 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 C.F.R. 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 timelines of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition

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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, religion 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 PRDOH 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 PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH 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 PRDOH, 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

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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 PRDOH 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 PRDOH.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, 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.

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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 PRDOH.

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 PRDOH 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 PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH 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 PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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The PRDOH 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 PRDOH 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

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action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

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

24. 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

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agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this 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.

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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. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the 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).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

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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.

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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 PRDOH 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 PRDOH 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 PRDOH 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

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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 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

43. FLOOD DISASTER PROTECTION ACT OF 1973

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).

ANEJO A

TÉRMINOS Y CONDICIONES PARA CONTRATOS Y ÓRDENES DE COMPRA DEL PROGRAMA CDBG-DR

Los siguientes términos y condiciones se hacen formar parte del contrato/orden de compra para servicios o suministros establecido entre el Departamento de la Vivienda de Puerto Rico (**Vivienda**) y sus proveedores y **CONTRATISTAS** (en adelante, "**CONTRATISTA**"). El **CONTRATISTA** reconoce que el incumplimiento de los términos y condiciones aquí descritos, así como los términos y condiciones del contrato/orden de compra, pueden dar lugar a la rescisión del contrato/orden de compra.

TÉRMINOS Y CONDICIONES

- 1) El **CONTRATISTA** suministrará toda la mano de obra, materiales, herramientas, equipos, software, suministros y transportación que sean necesarios para el desempeño de sus labores en virtud del contrato/orden de compra. El **CONTRATISTA** conseguirá todos los permisos, consentimientos y licencias necesarios para cumplir con las leyes federales, estatales y municipales aplicables, así como los reglamentos y ordenanzas de los organismos reguladores correspondientes. El **CONTRATISTA** pagará todos los impuestos correspondientes por ventas, uso o propiedad personal que se deriven del contrato/orden de compra y las transacciones allí contempladas. El **CONTRATISTA** será responsable por cualquier otro impuesto sobre este contrato/orden de compra, la transacción, el equipo o los servicios prestados de conformidad con el presente contrato/orden de compra. Se entiende claramente que Vivienda está exento del pago de todo impuesto relacionado con el desempeño del alcance del trabajo de este contrato/orden de compra.
- 2) El **CONTRATISTA** será el único responsable de todos los daños causados a personas o a propiedad que puedan ocurrir como resultado de la negligencia del **CONTRATISTA** y tomará medidas de seguridad adecuadas para proteger la salud y la propiedad del público general con relación al alcance del trabajo del contrato/orden de compra. En ningún caso Vivienda será responsable por ningún daño indirecto, incidental, especial o consecuente, o daños por pérdida de ganancias, ingresos, datos o uso, incurridos por cualquiera de las partes o por un tercero, ya sea por una acción contractual o extracontractual, aun cuando se haya advertido a la otra parte o a otra persona sobre la posibilidad de dichos daños. El **CONTRATISTA** y sus afiliados, sus sucesores y las personas designadas por el **CONTRATISTA** indemnizarán a Vivienda por todo daño o pérdida que resulte del incumplimiento del presente contrato/orden de compra por parte del **CONTRATISTA**, así como por lesiones personales o daños a la propiedad que se deriven de cualquier acto de negligencia u omisión por parte del **CONTRATISTA** y sus afiliados con relación a este contrato/orden de compra.
- 3) El **CONTRATISTA** acuerda indemnizar, defender y liberar de toda responsabilidad a Vivienda, sus funcionarios y empleados contra: 1) Toda reclamación o pérdida por servicios prestados por un subcontratista, individuo o compañía que provea o proporcione servicios, materiales o suministros relacionados a la ejecución del contrato/orden de compra; 2) Toda reclamación o pérdida por daños o lesiones causadas a una persona o entidad por el proveedor, sus funcionarios, empleados o subcontratistas debido a la publicación, traducción, reproducción, envío, ejecución, uso o disposición de los datos utilizados como parte de este contrato/orden de compra de una manera que no esté autorizada por el contrato/orden de compra o por los estatutos o reglamentos estatales y federales; 3) Incumplimiento de las leyes estatales y federales por parte del proveedor, sus funcionarios, empleados o subcontratistas, lo que incluye, sin limitarse a esto, las leyes laborales y salariales.
- 4) La responsabilidad del **CONTRATISTA** en virtud del contrato/orden de compra terminará cuando todo el trabajo se haya completado, Vivienda haya llevado a cabo la inspección final y el representante autorizado de Vivienda haya aceptado el trabajo y/o los suministros. El **CONTRATISTA** seguirá teniendo responsabilidad según lo requieran las garantías correspondientes.
- 5) Garantía de ejecución:
 - a. El **CONTRATISTA** garantiza que realizará todo el trabajo y proveerá todos los productos o servicios descritos en este Contrato de manera compatible con el nivel de cuidado y habilidad aplicado normalmente por personas que actualmente ejercen la misma profesión en circunstancias similares.
 - b. El **CONTRATISTA** garantiza que todos los productos o servicios que complete como parte de este Contrato cumplirán o excederán los estándares del comercio, profesión o industria del **CONTRATISTA**, cumplirán o excederán las especificaciones establecidas en los Anejos, serán aptos para el uso ordinario que se ha destinado, serán de buena calidad y no tendrán defectos materiales.
 - c. Si el **CONTRATISTA** entrega productos que no cumplen con las especificaciones, no entrega dichos productos de forma puntual o no cumple con su obligación bajo este Contrato, Vivienda podrá exigir que el **CONTRATISTA** lleve a cabo lo siguiente, asumiendo todos los gastos:
 - i. reparar o reemplazar productos que no cumplen con las especificaciones;
 - ii. reembolsar el pago de productos que no cumplen con las especificaciones y aceptar la devolución de dichos productos;
 - iii. pagar daños líquidos por productos adeudados y
 - iv. tomar las medidas necesarias para asegurar que la futura ejecución y las futuras entregas cumplan con las especificaciones y se ajusten a lo estipulado en el Contrato.
- 6) El **CONTRATISTA** enviará al Oficial Contratante, por escrito, toda queja o disputa que pueda tener con relación a sus obligaciones en virtud del contrato/orden de compra y/o con relación al rechazo de bienes o servicios por parte de

- Vivienda. El Oficial Contratante emitirá una decisión con respecto a la disputa en un plazo de treinta (30) días luego del recibo de la querella del **CONTRATISTA**. Dicha decisión será final.
- 7) El **CONTRATISTA** no contratará subcontratistas a quienes se les haya denegado su participación en programas de contratación del Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD, por sus siglas en inglés) o del Gobierno de Puerto Rico. El **CONTRATISTA** debe verificar la elegibilidad de los subcontratistas en el Sistema de Administración de Adjudicaciones (SAM, por sus siglas en inglés) y en la Lista de Denegación de Participación Limitada (LDP, por sus siglas en inglés) y debe conservar documentación de los resultados de la búsqueda para confirmar la elegibilidad de los subcontratistas. Para cumplir con el proceso de verificación de elegibilidad, el **CONTRATISTA** podría solicitar asistencia de la Oficina de Adquisiciones del Programa CDBG-DR en la siguiente dirección: cdbgdr-procurement@vivienda.pr.gov. Todos los términos y condiciones aquí descritos aplican también a los subcontratistas.
- 8) Vivienda, el Gobierno de Puerto Rico, HUD y la Oficina del Contralor General de los Estados Unidos tendrán acceso ilimitado a los expedientes que posea el **CONTRATISTA**, ya sean escritos o mecanizados, y que sean producto del desempeño de las funciones bajo este contrato/orden de compra, por un período de cinco (5) años a partir del cierre de la subvención o durante el período estipulado por otras leyes y reglamentos aplicables. Dichos expedientes incluyen, entre otros: Registros que ofrecen una descripción completa de todas las actividades realizadas; registros que demuestran que cada actividad realizada cumple un Objetivo Nacional del Programa CDBG-DR; registros requeridos para determinar la elegibilidad de las actividades; registros requeridos para documentar la adquisición, mejoramiento, uso o disposición de propiedad inmueble adquirida o mejorada con fondos CDBG-DR; registros que documentan el cumplimiento con los requisitos de contratación correspondientes y otros registros necesarios para documentar el cumplimiento con este contrato/orden de compra, con los estatutos o reglamentos federal aplicables y con los términos y condiciones de la adjudicación federal de Vivienda.
- 9) El **CONTRATISTA** garantiza que, según su mejor saber y entender, no tiene ningún conflicto de interés real o aparente, definido como una situación en la que el **CONTRATISTA** podría tener una ventaja competitiva injusta sobre otros **CONTRATISTAS** o posibles **CONTRATISTAS** con respecto a los procesos de contratación de Vivienda. Si el **CONTRATISTA** descubre un conflicto de interés antes o después de adjudicarse el contrato e intencionalmente no lo informa a Vivienda, el Oficial Contratante podrá rescindir el contrato/orden de compra mediante notificación por escrito.
- 10) En caso de que el **CONTRATISTA** no cumpla con alguno de los términos y condiciones aquí descritos o con los términos y condiciones del contrato/orden de compra, el Oficial Contratante podrá cancelar inmediatamente el contrato/orden de compra y puede declarar al **CONTRATISTA** inelegible para recibir más contratos del Departamento de vivienda de Puerto Rico.
- 11) Vivienda podrá rescindir o terminar este contrato/orden de compra en su totalidad o en parte por las siguientes razones: Si el **CONTRATISTA** incumple alguna de sus obligaciones; por necesidad o conveniencia de Vivienda o a su entera discreción (con o sin causa); si el **CONTRATISTA** decide, unilateralmente y sin previo aviso, abandonar de algún modo, manera o forma sus deberes y responsabilidades generales y particulares según acordados, o si cesa y desiste del desempeño específico de dichos deberes y responsabilidades; si el **CONTRATISTA** está sujeto a una acción criminal o civil, demanda, proceso legal, investigación o tribunal de jurisdicción competente o alguna agencia gubernamental, o si el **CONTRATISTA** está sujeto a una orden, sentencia u opinión emitida por una autoridad federal o local, un tribunal de jurisdicción competente o una agencia gubernamental con relación a la ejecución, prestación y desempeño de este contrato/orden de compra por parte del **CONTRATISTA**; si el **CONTRATISTA** ha incumplido, violado o suministrado información errónea en las declaraciones, garantías, acuerdos o certificaciones provistas a Vivienda, independientemente de si dicho incumplimiento, violación o información errónea ocurre antes o después de la ejecución de este contrato/orden de compra, o si alguna sentencia obliga a Vivienda a rescindir el contrato/orden de compra de conformidad con lo estipulado en la Ley Núm. 2 -2018, según enmendada, conocida como el Código Anticorrupción para el Nuevo Puerto Rico.
- 12) El trabajo que se llevará a cabo bajo este contrato/orden de compra está sujeto a los requisitos de la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de 1968, según enmendada, 12 U.S.C. §1701u (Sección 3). El propósito de la Sección 3 es asegurar que, en medida posible, las oportunidades de empleo y otras oportunidades económicas que generen los recipientes de cierta asistencia financiera provista por HUD sean dirigidas a las personas de bajos o muy bajos ingresos, especialmente a personas que reciben beneficios de asistencia para vivienda del HUD. Los límites de asistencia para viviendas y desarrollo comunitario cubiertos bajo la Sección 3 son los siguientes: A- Recipiente: Los requisitos de esta sección aplican a los recipientes de otras ayudas del programa de vivienda y desarrollo comunitario para proyectos cubiertos bajo la Sección 3 para los cuales el monto de asistencia supera los \$200,000.00. B- **CONTRATISTA** y subcontratistas: Los requisitos de esta sección aplican a **CONTRATISTAS** y subcontratistas que realizan trabajos en proyectos cubiertos bajo la Sección 3 para los cuales el monto de asistencia supera los \$200,000.00 y el contrato o subcontrato supera los \$100,000.00. El **CONTRATISTA** acuerda incluir esta cláusula sobre la Sección 3 en todos los subcontratos sujetos al cumplimiento con lo establecido en la sección 135 del Título 24 del Código de Regulaciones Federales (24 C.F.R. 135) y acuerda tomar las medidas necesarias, según los términos aplicables del subcontrato o en esta cláusula sobre la Sección 3, si se descubre que el subcontratista incumple con la sección 135 del Título 24 del Código de Regulaciones Federales. El **CONTRATISTA** no subcontratará a ningún subcontratista si se le ha notificado o tiene conocimiento de que el subcontratista incumplió con la sección 135 del Título 24 del Código de Regulaciones Federales. El incumplimiento con los términos de la sección 135 del Título 24 del

Código de Regulaciones Federales puede conllevar sanciones, la rescisión de este contrato/orden de compra por incumplimiento y la exclusión o suspensión de futuros contratos financiados por el HUD.

- 13) El **CONTRATISTA** realizará todas las acciones afirmativas necesarias para garantizar que, en la medida posible, se utilicen empresas propiedad de negocios minoritarios, empresas propiedad de minorías y/o mujeres y compañías en áreas donde hay exceso de mano de obra. Estas medidas afirmativas incluirán: (i) Colocar a las pequeñas empresas, empresas de minorías y empresas de mujeres en las listas de licitación; (ii) asegurar que se solicite a las empresas propiedad de negocios minoritarios, empresas propiedad de minorías y/o mujeres cuando estas sean fuentes potenciales; (iii) cuando sea económicamente viable, dividir el total de requisitos en tareas o montos más pequeños para permitir la máxima participación de empresas propiedad de negocios minoritarios, empresas propiedad de minorías y/o mujeres; (iv) establecer itinerarios de entrega que fomenten la participación de las empresas propiedad de negocios minoritarios, empresas propiedad de minorías y/o mujeres, cuando los requisitos lo permitan y (v) utilizar los servicios y la asistencia de la Administración de Pequeñas Empresas (SBA, por sus siglas en inglés) y la Agencia para el Desarrollo de Empresas de Minorías del Departamento de Comercio.
- 14) Todos los fondos adicionales que se soliciten para completar los servicios o los bienes solicitados por Vivienda al **CONTRATISTA** estarán sujetos a evaluación antes de su aceptación, así como a la disponibilidad de fondos, y será necesario realizar una enmienda al presente contrato/orden de compra.
- 15) Un representante autorizado de Vivienda revisará las facturas y, de ser correctas, las aprobará y procesará su pago.
- 16) Al proveer servicios en virtud del presente contrato/orden de compra, el **CONTRATISTA** debe ceñirse a los requisitos correspondientes de la subvención CDBG-DR. Si el **CONTRATISTA** realiza actividades que no son elegibles bajo la subvención o programa CDBG-DR, el **CONTRATISTA** no podrá incluirlas en su factura para recibir pago por dichas actividades.
- 17) El **CONTRATISTA** será responsable ante Vivienda por todos los gastos rechazados o desautorizados con base en auditorías financieras o auditorías de cumplimiento realizadas sobre los fondos recibidos bajo este contrato/orden de compra. Para reembolsar dichos gastos rechazados o desautorizados, el **CONTRATISTA** utilizará fondos que no sean los que recibió como parte de este contrato/orden de compra.
- 18) El **CONTRATISTA** reconoce y acuerda devolver todos los fondos CDBG-DR utilizados para gastos no elegibles.
- 19) Para recibir el pago por todo trabajo realizado en virtud del presente contrato/orden de compra, el **CONTRATISTA** debe incluir la siguiente certificación en todas las solicitudes de pago o facturas presentadas a Vivienda: "Bajo pena de nulidad absoluta, certifico que ningún servidor público de la entidad gubernamental es parte o tiene algún interés en las ganancias o beneficios producto del contrato objeto de esta factura y de ser parte o tener interés en las ganancias o beneficios producto del contrato, ha mediado una dispensa previa. La única consideración para suministrar los bienes o servicios objeto del contrato ha sido el pago acordado con el representante autorizado de las partes. El importe de esta factura es justo y correcto. El trabajo se ha realizado, los productos se han entregado, los servicios se han prestado y no se ha recibido ningún pago por los mismos".
- 20) Con excepción de los documentos de trabajo del **CONTRATISTA**, el **CONTRATISTA** reconoce que Vivienda es el propietario de toda la información, borradores, documentos, informes, presentaciones y otros materiales desarrollados y preparados por el **CONTRATISTA**, sus agentes o representantes para ejercer sus obligaciones fundamentales bajo el presente contrato. En caso de la rescisión del contrato, el **CONTRATISTA** entregará dicha información, borradores, informes, presentaciones y otros materiales a Vivienda, ya sea en forma de documentos o como datos computarizados, y el **CONTRATISTA** reconoce el derecho de Vivienda a solicitar dicha documentación o datos computarizados. Si el **CONTRATISTA** no entrega dicha información, Vivienda podrá solicitar una orden judicial para ejercer sus derechos.
- 21) El **CONTRATISTA** entregará a Vivienda toda evidencia de los gastos incurridos por el **CONTRATISTA** a nombre de Vivienda. El **CONTRATISTA** acuerda mantener registros y expedientes exactos de todos los documentos del contrato/orden de compra, correspondencia, estimados, facturas y demás información relacionada con la cuenta del **CONTRATISTA**. Estos documentos estarán disponibles para ser examinados por Vivienda en todo momento razonable durante la vigencia de este contrato/orden de compra y hasta cinco (5) años después del cierre de la subvención, o durante el período requerido por otras leyes y reglamentos locales aplicables.
- 22) No divulgación y confidencialidad:
- Información confidencial; Definición: El término "Información confidencial" según se utiliza en esta sección significa información respecto a las operaciones de Vivienda y las del **CONTRATISTA** (p. ej., los proyectos, sistemas informáticos de procesamiento, códigos fuente y códigos objeto, y otros asuntos financieros y de negocios de Vivienda). También se considerará que el término "Información confidencial" incluye todas las notas, análisis, recopilaciones, estudios e interpretaciones de otros documentos preparados por el **CONTRATISTA**, sus agentes o sus representantes, con relación a las operaciones de Vivienda.
 - No divulgación: El **CONTRATISTA** acuerda tomar todas las acciones o medidas razonables para mantener la confidencialidad de toda información confidencial y en ningún momento presente o futuro utilizará, venderá, mercadeará ni divulgará ningún tipo de información confidencial a un tercero, **CONTRATISTA**, corporación u organización para ningún propósito, sin la autorización expresa por escrito de Vivienda, firmada por el Secretario de la Vivienda. El **CONTRATISTA** también acuerda que, salvo en la medida en que se relacionen con el curso normal del servicio, el **CONTRATISTA** no hará copias de

información confidencial, excepto mediante autorización expresa por escrito de Vivienda con la firma de un representante autorizado de Vivienda, y no extraerá ninguna copia o muestra de información confidencial sin la autorización previa por escrito de Vivienda. El **CONTRATISTA** conserva el derecho de controlar sus documentos de trabajo, sujeto a estas condiciones de confidencialidad.

- c. Devolución de documentos: Al recibir la solicitud por escrito de Vivienda, el **CONTRATISTA** devolverá a Vivienda todas las copias o muestras de información confidencial que estén en posesión del **CONTRATISTA** o su representante al momento de recibir el aviso. El **CONTRATISTA** se reserva el derecho de conservar una copia de sus documentos de trabajo.
- d. Compensación equitativa: El **CONTRATISTA** reconoce y acuerda que violar lo dispuesto en los subpárrafos B y C de esta sección causará daños irreparables a Vivienda para los cuales la simple retribución monetaria podría no constituir un remedio o compensación adecuada. El **CONTRATISTA** también acuerda que la indemnización monetaria podría no ser un remedio suficiente para una violación a lo dispuesto en esta sección. Por consiguiente, el **CONTRATISTA** acuerda que Vivienda tendrá derecho a solicitar medidas cautelares, así como el cumplimiento específico de las disposiciones de esta sección para prohibir una violación o intento de violación de esta disposición. Este derecho es adicional a cualquier otro derecho o remedio que Vivienda tenga disponible conforme a la ley, equidad o de algún otro modo.

23) Nada de lo incluido en este Contrato/orden de compra establecerá una relación contractual o una causa de acción de un tercero contra Vivienda o contra el **CONTRATISTA**.

24) El **CONTRATISTA** certifica, según su mejor conocimiento, que:

- a. No se han desembolsado ni se desembolsarán fondos federales, por parte del suscribiente o a nombre de este, a ninguna persona a cambio de influenciar o tratar de influenciar a un funcionario o empleado de una agencia, un Miembro del Congreso, un funcionario o empleado del Congreso, o un empleado de un Miembro del Congreso, con relación a la adjudicación de un contrato federal, el otorgamiento de una subvención federal, la concesión de un préstamo federal, el establecimiento de un acuerdo de cooperación y la extensión, continuación, renovación, enmienda o modificación de un contrato, subvención, préstamo o acuerdo de cooperación.
- b. Si se han desembolsado o se desembolsarán otros fondos que no son fondos federales a una persona por influenciar o tratar de influenciar a un funcionario o empleado de una agencia, un Miembro del Congreso, un funcionario o empleado del Congreso, o un empleado de un Miembro del Congreso con relación a este contrato, subvención, préstamo o acuerdo de cooperación federal, el suscribiente completará y enviará un formulario SF-LLL, Formulario de Divulgación de Actividades de Cabildeo, de acuerdo con sus instrucciones.
- c. El **CONTRATISTA** exigirá que el texto de esta certificación se incluya en los documentos de adjudicación de todos los subcontratos. Esta certificación es una representación material en la que se confió al realizar o establecer esta transacción. La presentación de esta certificación es un prerequisite impuesto por la sección 1352 del Título 31 del Código de Regulaciones Federales (31, U.S.C. §1352) (según enmendado por la Ley Federal de Divulgación de Actividades de Cabildeo de 1995) para realizar o establecer esta transacción. El **CONTRATISTA** reconoce que toda persona que no presente la certificación requerida estará sujeta a una penalidad civil no menor de \$10,000 y no mayor de \$100,000 por cada falta. El **CONTRATISTA** certifica o afirma la veracidad y exactitud de cada declaración hecha en su certificación y divulgación, si alguna. Además, el **CONTRATISTA** entiende y acuerda que las disposiciones de las secciones 3801 y siguientes del Título 31 del Código de Regulaciones Federales (U.S.C. §3801 et seq.) aplican a esta certificación y divulgación, si alguna.

25) El **CONTRATISTA** no discriminará contra ningún empleado o solicitante de empleo por motivo de raza, color, religión, sexo u origen nacional. El **CONTRATISTA** tomará medidas de acción afirmativa para garantizar que los solicitantes sean contratados y que a los empleados se les trate sin tomar en cuenta su raza, color, religión, sexo u origen nacional durante el tiempo que estén empleados. Dichas acciones incluirán las siguientes, sin limitarse a estas: Contratación, ascenso, democión o transferencia; reclutamiento o anuncio de reclutamiento; cesantía o despido; s salarios u otras formas de compensación, y selección para programas de capacitación, incluidos los programas de aprendizaje. El **CONTRATISTA** acuerda colocar avisos en lugares visibles para los empleados y solicitantes de empleo, para establecer las disposiciones de esta cláusula de no discriminación. En caso de que el **CONTRATISTA** no cumpla con las cláusulas de no discriminación de este contrato/orden de compra o con alguna de dichas reglas, reglamentos u órdenes, este contrato/orden de compra podría cancelarse, rescindirse o suspenderse en su totalidad o en parte y se podrá declarar al **CONTRATISTA** inelegible para futuros contratos gubernamentales o contratos de construcción financiados con fondos federales, de acuerdo con los procedimientos autorizados en la Orden Ejecutiva 11246 del 24 de septiembre de 1965, según enmendada, así como las demás sanciones que puedan imponerse y los remedios que puedan invocarse en virtud de la Orden Ejecutiva 11246 del 24 de septiembre de 1965, según enmendada, o mediante mandato, reglamento u orden del Secretario del Trabajo, o según lo estipule la ley.

26) El **CONTRATISTA** acuerda cumplir con todas las normas, órdenes o reglamentos correspondientes emitidos de conformidad con la Ley de Aire Limpio, según enmendada, 42 U.S.C. § 7401 et seq.

- 27) El **CONTRATISTA** acuerda cumplir con todas las normas, órdenes o reglamentos correspondientes emitidos de conformidad con la Ley Federal para el Control de la Contaminación del Agua, según enmendada, 33 U.S.C. § 1251, et seq.
- 28) El gobierno federal no es una de las partes en este contrato/orden de compra y no está sujeto a ninguna obligación o responsabilidad hacia la entidad no federal, el **CONTRATISTA** o ninguna otra parte con relación a ningún asunto derivado del contrato/orden de compra.
- 29) El **CONTRATISTA** presentará todos los seguros requeridos por Vivienda, si alguno.
- 30) En caso de que el **CONTRATISTA** se declare en quiebra, el Gobierno de Puerto Rico y Vivienda podrán considerar este contrato/orden de compra nulo y sin efecto y podrán rescindir este contrato/orden de compra sin previo aviso.
- 31) Este contrato/orden de compra será vinculante y tendrá efecto en beneficio de Vivienda y el **CONTRATISTA**, sus sucesores y cesionarios. El **CONTRATISTA** no cederá este contrato/orden de compra en su totalidad o en parte sin el consentimiento previo por escrito de Vivienda y cualquier intento de cesión que no se haga de conformidad con lo aquí dispuesto será nulo y no tendrá validez ni efecto.
- 32) Los derechos de cada una de las partes bajo este contrato/orden de compra son personales para cada parte y no pueden cederse ni transferirse a ninguna otra persona, **CONTRATISTA**, corporación o entidad sin el consentimiento previo expreso y por escrito de la otra parte.
- 33) La incapacidad o demora de alguna de las partes para insistir en la ejecución y/o el cumplimiento de alguno de los términos y condiciones del presente contrato/orden de compra no se interpretará como una renuncia a dichos términos y condiciones o al derecho a hacer cumplir dichos términos y condiciones.
- 34) Este contrato/orden de compra se regirá, se interpretará y se hará cumplir de acuerdo con las leyes del Gobierno de Puerto Rico y todas las leyes y reglamentos federales aplicables. Las partes acuerdan, además, presentar todo reclamo o causa de acción que pueda surgir como consecuencia de este contrato/orden de compra ante el Tribunal de Primera Instancia de Puerto Rico, Sala Superior de San Juan, Puerto Rico.
- 35) El cumplimiento de este contrato/orden de compra se basa en los fondos que estén disponibles para Vivienda como principal agencia administradora de fondos de Recuperación. Todos los desembolsos realizados en virtud de este contrato/orden de compra deben hacerse de acuerdo con lo establecido en este contrato/orden de compra, con las políticas y procedimientos promulgados bajo el Programa CDBG-DR y con otras leyes aplicables. Asimismo, el **CONTRATISTA** reconoce que todos los fondos están sujetos a restitución y devolución por incumplimiento.
- 36) Vivienda podrá recuperar todo pago realizado al **CONTRATISTA** que (i) exceda las tarifas máximas permisibles; (ii) que no esté permitido bajo las leyes, reglamentos o regulaciones aplicables o (iii) que no sea compatible con este contrato/orden de compra, incluido todo desembolso no aprobado. El **CONTRATISTA** debe reembolsar dichos pagos en un plazo de treinta (30) días luego de que Vivienda emita el aviso de recuperación de pagos al **CONTRATISTA**.
- 37) El **CONTRATISTA** será responsable ante Vivienda por todos los gastos rechazados o desautorizados con base en auditorías financieras o auditorías de cumplimiento realizadas sobre los fondos recibidos bajo este contrato/orden de compra. Para reembolsar dichos gastos rechazados o desautorizados, el **CONTRATISTA** utilizará fondos que no sean los que recibió como parte de este contrato/orden de compra.
- 38) Los términos y condiciones de este contrato/orden de compra sobrevivirán la rescisión o expiración de este contrato/orden de compra con relación a los siguientes asuntos: disposiciones interpretativas; consideración; garantías; afirmaciones generales, garantías federales, certificaciones federales y estatales; fondos CDBG-DR y fondos estatales, recuperación de fondos CDBG-DR y fondos estatales, sobrepago de fondos CDBG-DR y fondos estatales; titularidad y propiedad intelectual, derechos de autor; métodos de retención de registros y requisitos de tiempo; inspección, supervisión y auditoría; confidencialidad; registros públicos; indemnización y responsabilidad; violación de los derechos de propiedad intelectual; relación de contratista independiente; cumplimiento de las leyes; avisos; elección del derecho y jurisdicción aplicables; separabilidad; resolución de disputas; consolidaciones, fusiones y disoluciones. De igual forma, sobrevivirán todos los términos y condiciones que, ya sea de forma explícita o por su naturaleza, evidencian la intención de las partes de que deben sobrevivir a la rescisión o expiración de este contrato/orden de compra.

ANEJO B**CLÁUSULAS ADICIONALES PARA ÓRDENES DE COMPRA DEL PROGRAMA CDBG-DR NO RELACIONADAS CON TRABAJOS DE CONSTRUCCIÓN**

Las siguientes cláusulas adicionales se hacen formar parte del contrato/orden de compra establecido entre el Departamento de la Vivienda de Puerto Rico (**Vivienda**) y sus contratistas para servicios o suministros no relacionados con trabajos de construcción. El **Contratista** reconoce que el incumplimiento de los términos y condiciones descritos en este Anejo B, así como de los términos y condiciones del contrato/orden de compra y del Anejo A, pueden dar lugar a la rescisión del contrato/orden de compra.

TÉRMINOS Y CONDICIONES

- 1) **Vivienda** tendrá la titularidad exclusiva de todo derecho de propiedad, así como el derecho de posesión plena y exclusiva, de toda información, materiales y documentos descubiertos o producidos por el **Contratista** en virtud de los términos de este contrato/orden de compra, lo que incluye informes, memorandos o cartas, entre otros.
- 2) El **Contratista** cumplirá con todas las normas y políticas obligatorias de eficiencia energética incluidas en el plan de conservación de energía emitido en cumplimiento de la Ley de Política Energética y Conservación de Energía (Pub. L. 94-163).
- 3) **Adquisición de materiales recuperados.**
 - a. El Contratista adquirirá artículos designados en las guías de la Agencia Federal de Protección Ambiental (EPA, por sus siglas en inglés) que contengan el mayor porcentaje posible de materiales recuperados, a menos que el Contratista determine que dichos artículos: (1) no estén disponibles razonablemente en un período de tiempo razonable; (2) no cumplan con los estándares razonables de funcionamiento, lo cual se determinará con base en las guías del Instituto Nacional de Estándares y Tecnología (NIST, por sus siglas en inglés), si corresponde para el artículo, o (3) solo están disponibles a un precio que no es razonable.
 - b. El párrafo (a) aplicará a artículos comprados como parte de este contrato en los que: (1) el **Contratista** compre más de \$10,000 del artículo bajo este contrato o (2) durante el año fiscal federal anterior, el **Contratista**: (1) compró una cantidad de artículos para ser utilizados bajo un contrato que se financió con fondos federales y que se estableció con una agencia federal o una agencia estatal o una agencia de una subdivisión política de un estado y (iii) adquirió más de \$10,000 de dicho artículo en total, tanto bajo el contrato como fuera del mismo.
- 4) **Rescisión por causa justificada y por conveniencia (contratos de \$10,000 o más)**
 - a. **Vivienda** podrá rescindir este contrato en su totalidad o en parte por conveniencia o por el incumplimiento del **Contratista** de sus obligaciones bajo el contrato/orden de compra (causa/incumplimiento). **Vivienda** rescindiré el contrato mediante el envío de un Aviso de Rescisión al **Contratista**, por escrito, en el que se especifique la naturaleza, alcance y fecha de efectividad de la rescisión. Al recibir el aviso, el **Contratista** deberá: (1) discontinuar inmediatamente todos los servicios afectados (a menos que el aviso indique algo distinto) y (2) entregar a **Vivienda** toda la información, informes, documentos y otros materiales acumulados o generados durante la ejecución del contrato, ya sea que se hayan completado o que estén en proceso.
 - b. Si la rescisión se hace por conveniencia para **Vivienda**, **Vivienda** solo será responsable del pago por los servicios prestados antes de la fecha de vigencia de la rescisión.
 - c. Si la rescisión se debe al incumplimiento del **Contratista** con sus obligaciones bajo el contrato (causa/incumplimiento), **Vivienda** deberá (1) exigir al **Contratista** que le entregue todo trabajo descrito en el Aviso de Rescisión, de la manera y en la medida en que **Vivienda** lo indique; (2) hacerse cargo del trabajo y completarlo mediante contrato o de otra manera, y el **Contratista** será responsable del costo adicional incurrido por **Vivienda**; y (3) retener los pagos al **Contratista** para propósitos de compensación o pago parcial de montos adeudados por **Vivienda** al **Contratista**, según sea el caso. En caso de rescisión por causa justificada/incumplimiento, **Vivienda** será responsable ante el **Contratista** por los costos razonables incurridos por el **Contratista** antes de la fecha de vigencia de la rescisión. Toda disputa será resuelta por el Oficial Contratante.
- 5) **Consulte el Anejo A para información adicional sobre rescisión del contrato.**

Entidad: Cortelco Systems PR Inc.

Iniciales: 

Fecha: 06/14/2024

ANEJO C
CERTIFICADO DE CUMPLIMIENTO CON LOS REQUISITOS LEGALES PARA ÓRDENES DE COMPRA DEL PROGRAMA CDBG-DR

Dado que el Acuerdo involucra fondos supervisados por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD, por sus siglas en inglés), el CONTRATISTA acuerda cumplir con sus obligaciones bajo este Acuerdo de conformidad con los requisitos aplicables según descritos en el Anejo D (Disposiciones Generales de HUD) y las siguientes disposiciones:

A. Cumplimiento de la Orden Ejecutiva Núm. 24: En virtud de la Orden Ejecutiva Núm. 24 del 18 de junio de 1991, el CONTRATISTA certifica y garantiza que al momento de firmar este Acuerdo, ha radicado todas las planillas de contribución sobre ingresos necesarias y requeridas por el Gobierno de Puerto Rico durante los últimos cinco (5) años. El CONTRATISTA certifica, además que ha cumplido con el pago de contribuciones sobre ingresos que adeuda o que adeudaba al Gobierno de Puerto Rico y que está al día con dichos pagos. Para satisfacción de VIVIENDA y cuando VIVIENDA así lo solicite durante la vigencia de este Acuerdo, el CONTRATISTA entregará a VIVIENDA la documentación necesaria para respaldar su cumplimiento con esta cláusula. VIVIENDA concederá un plazo específico al CONTRATISTA para presentar dichos documentos. Durante la vigencia del presente Acuerdo, el CONTRATISTA acuerda pagar y mantenerse al día con todo plan de pago establecido entre el CONTRATISTA y el Gobierno de Puerto Rico.

B. Cumplimiento con la Orden Ejecutiva Núm. 52: En virtud de la Orden Ejecutiva Núm. 52 del 28 de agosto de 1992, que enmienda la Orden Ejecutiva Núm. 24 de 1991 (OE-119-24), el CONTRATISTA certifica y garantiza que ha realizado todos los pagos por concepto de Seguro por Desempleo, el Seguro Choferil del Departamento del Trabajo y Recursos Humanos; y el Fondo del Seguro del Estado, según corresponda, o que en su lugar, ha establecido un plan de pago para cubrir dichas obligaciones y está cumpliendo cabalmente con los términos del plan de pago. El CONTRATISTA acepta y reconoce su responsabilidad de exigir y obtener una garantía y certificación similar de cada contratista y subcontratista cuyos servicios haya obtenido en relación con los servicios que se prestarán bajo este Acuerdo y deberá presentar evidencia a VIVIENDA sobre su cumplimiento con este requisito.

C. Retenciones por concepto de Seguro Social y contribuciones: El CONTRATISTA será responsable de realizar las aportaciones correspondientes al Seguro Social Federal y pagar las contribuciones sobre ingresos por toda cantidad adeudada como resultado de los ingresos procedentes de este Acuerdo.

D. Centro de Recaudación de Ingresos Municipales del Gobierno de Puerto Rico (CRIM): El CONTRATISTA certifica y garantiza que al momento de firmar este Acuerdo, no tiene ninguna deuda de contribuciones sobre la propiedad pendiente que esté registrada en el Centro de Recaudación de Ingresos Municipales del Gobierno de Puerto Rico. El CONTRATISTA certifica, además, que está al día en todos los pagos de contribuciones sobre la propiedad que adeuda o que adeudaba al Gobierno de Puerto Rico. Para satisfacción de VIVIENDA y cuando VIVIENDA así lo solicite durante la vigencia de este Acuerdo, el CONTRATISTA entregará a VIVIENDA la documentación necesaria para respaldar su cumplimiento con esta cláusula. El CONTRATISTA proporcionará a VIVIENDA toda la documentación solicitada en virtud de esta cláusula cuando VIVIENDA así lo solicite. Durante la vigencia de este Acuerdo, el CONTRATISTA acuerda pagar y mantenerse al día con todo plan de pago que haya establecido con el Gobierno de Puerto Rico con relación a las contribuciones sobre la propiedad.

E. Retención de contribuciones: VIVIENDA retendrá la cantidad correspondiente de todos los pagos realizados al CONTRATISTA, según lo requiere el Código de Rentas Internas de Puerto Rico. VIVIENDA adelantará dichas retenciones al Departamento de Hacienda del Gobierno de Puerto Rico. VIVIENDA ajustará dichas retenciones siempre y cuando el CONTRATISTA presente evidencia satisfactoria de exención parcial o total de la retención.

F. Cumplimiento con la Ley Núm. 45 del 18 de abril de 1935, según enmendada, 11 L.P.R.A. § 1, et seq.: El CONTRATISTA certifica y garantiza que al momento de la firma de este Acuerdo posee un seguro válido emitido por la Corporación del Fondo del Seguro del Estado (CFSE), según lo establece la Ley Núm. 45, supra, conocida como la "Ley del Sistema de Compensaciones por Accidentes del Trabajo".

G. Administración para el Sustento de Menores del Gobierno de Puerto Rico (ASUME): El CONTRATISTA certifica y garantiza que al momento de la firma de este Acuerdo, ni el CONTRATISTA ni ninguno de sus socios, si corresponde, tienen una deuda pendiente o enfrentan un proceso legal para el cobro de una deuda pendiente con relación a los pagos de pensión alimentaria ante la Administración para el Sustento de Menores del Gobierno de Puerto Rico. El CONTRATISTA presentará, para satisfacción de VIVIENDA, toda la documentación necesaria para demostrar esta aseveración. VIVIENDA concederá un plazo específico al CONTRATISTA para presentar dichos documentos.

H. Cumplimiento con la Ley Núm. 1-2012, según enmendada, 3 L.P.R.A. § 1854, et seq.: El CONTRATISTA certifica que, al firmar este Acuerdo, está en cumplimiento con la Ley Núm. 1-2012, según enmendada, conocida como la "Ley de Ética Gubernamental de Puerto Rico de 2011", con relación a la posibilidad de un conflicto de intereses.

I. Cláusula de Certificación de ética gubernamental sobre ausencia de conflicto de intereses – El CONTRATISTA certifica que: (1) Ningún servidor público de esta agencia ejecutiva tiene un interés pecuniario en este contrato, compra o transacción comercial. (2) Ningún servidor público de esta agencia ejecutiva me ha solicitado o ha aceptado, directa o indirectamente, regalos, bonos, favores, servicios, donaciones, préstamos o algún otro artículo de valor monetario para sí mismo, par aun miembro de su unidad familiar o para alguna otra persona. (3) Ningún servidor público ha solicitado o aceptado ningún bien de valor económico vinculado con esta transacción a una persona de mi entidad, como pago por llevar a cabo los deberes y responsabilidades de su trabajo. (4) Ningún servidor público me ha solicitado, directa o indirectamente, para sí mismo, para algún miembro de su unidad familiar o para alguna otra persona, un artículo de valor económico, lo que incluye regalos, préstamos, promesas, favores o servicios a cambio de influenciar el desempeño de dicho servidor público a mi favor o a favor de mi entidad. (5) No tengo relación de parentesco dentro del cuarto grado de consanguinidad y el segundo grado de afinidad con ningún servidor público que tenga el poder de influenciar y participar en las decisiones institucionales de esta agencia ejecutiva.

J. Ausencia de convicción. El CONTRATISTA certifica que no ha sido convicto ni acusado de un delito grave o un delito menos grave contra el gobierno, la confianza y la función pública, o que involucre propiedad o fondos públicos federales o locales. De igual forma, el CONTRATISTA certifica que:

a. No ha sido convicto ni se ha declarado culpable en un tribunal estatal o federal en cualquier jurisdicción de los Estados Unidos de América por crímenes de fraude, malversación o desvío de fondos públicos, según se establece en la Ley Núm. 2 del 2 de enero de 2018, según enmendada, conocida como el Código Anticorrupción para el Nuevo Puerto Rico, que prohíbe la adjudicación de ofertas o contratos gubernamentales a personas convictas de fraude, malversación y desvío de fondos públicos.

b. El CONTRATISTA entiende y acepta que una declaración de culpabilidad o una condena por los crímenes indicados en el Artículo 3 de la mencionada Ley también dará lugar a la cancelación inmediata de todo contrato que esté en vigor al momento de la condena, entre el suscribiente y cualquier agencia gubernamental, instrumentalidad, corporación pública, municipio, la Rama Legislativa o la Rama Judicial del Gobierno de Puerto Rico.

c. El CONTRATISTA declara lo anterior bajo juramento de conformidad con lo establecido en la Ley Núm. 2 del 2 de enero de 2018, según enmendada, conocida como el Código Anticorrupción para el Nuevo Puerto Rico, que prohíbe la adjudicación de ofertas o contratos gubernamentales a personas convictas de fraude, malversación y desvío de fondos públicos.

d. El CONTRATISTA representa y garantiza que ninguno de sus empleados, funcionarios o agentes ha sido condenado por un delito grave o un delito menos grave, según se describe en esta subsección. Además, el CONTRATISTA acuerda notificar a VIVIENDA si un empleado, funcionario o agente es condenado por un delito grave o un delito menos grave, según se describe en esta subsección, luego de la fecha de este Acuerdo. Dicha notificación se hará en un plazo de diez (10) días desde el momento de la condena.

e. Otros pagos o compensaciones: El CONTRATISTA certifica que no recibe paga o compensaciones por servicios regulares prestados como un funcionario o empleado público a otra entidad gubernamental, agencia, corporación pública o municipio, que conoce las normas éticas de su profesión y que asume la responsabilidad por sus acciones.

K. Consecuencias del incumplimiento: El CONTRATISTA acuerda expresamente que las condiciones descritas en esta Sección son requisitos esenciales de este Acuerdo. Por consiguiente, si alguna de estas representaciones, garantías y certificaciones es incorrecta, inexacta o errónea en su totalidad o en parte, habrá suficiente causa para que VIVIENDA declare nulo este Acuerdo y para que el CONTRATISTA reembolse a VIVIENDA todo el dinero recibido como parte del Acuerdo.

L. Cumplimiento con las leyes, reglamentos y órdenes ejecutivas federales: El CONTRATISTA reconoce que la asistencia financiera del HUD solo se utilizará para financiar el contrato/orden de compra. Además, el CONTRATISTA cumplirá con todas las reglas, reglamentos o políticas federales, estatales o locales que correspondan con relación al programa CDBG-DR y a los servicios del programa. Esto incluye, entre otras cosas, los Registros Federales que correspondan; 2 C.F.R. sección 200 Requisitos administrativos uniformes, principios de costos y requisitos de auditoria para adjudicaciones federales; Ley de Vivienda y Desarrollo Comunitario de 1974; 24 C.F.R. sección 570, Subvención en Bloque para Desarrollo Comunitario; exenciones aplicables; Ley de Equidad en la Vivienda ,según enmendada, 24 C.F.R. § 35, 24 C.F.R. sección 58, 24 C.F.R. sección 135; Ley Nacional de Conservación Histórica y cualquier otra ley o reglamento estatal aplicable, incluidos los requisitos relacionados con la no discriminación, normas laborales y el ambiente, las enmiendas al Plan de Acción y las guías del HUD sobre el uso de los fondos. De igual forma, el CONTRATISTA deberá cumplir, sin limitaciones, lo establecido en las Disposiciones Generales de HUD.

ANEJO D

DISPOSICIONES GENERALES DE HUD

Dado a que el Contrato involucra el uso de fondos por los cuales el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (**HUD**, por sus siglas en inglés) es la agencia fiscalizadora, los siguientes términos y condiciones pueden aplicar a este Contrato. Además, el Contratista deberá cumplir con las Disposiciones sobre las Normas Federales de Trabajo que se establecen en el Formulario HUD-4010, disponible en <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/>

El CONTRATISTA deberá incluir estos términos y condiciones en todos los subcontratos u órdenes de compra que se relacionen directamente con el Contrato.

Estas disposiciones generales pueden actualizarse periódicamente. Es responsabilidad exclusiva del CONTRATISTA mantenerse al tanto de todo cambio realizado a estas disposiciones, enmendar e implementar dichos cambios y asegurarse de que se modifiquen los términos y condiciones de los subcontratos, si alguno, según sea necesario.

En caso de ser aplicada alguna de las disposiciones incluidas en este documento, la versión original en inglés prevalecerá, así como su referencia a estatutos estatales y federales, incluyendo pero no limitándose al Código de Regulaciones Federales (**CFR, por sus siglas en inglés**).

Disposiciones Generales:

1. LAS DISPOSICIONES REQUERIDAS POR LEY SE CONSIDERAN COMO INCLUIDAS

Todas y cada una de las disposiciones y las cláusulas que la ley exige que se incluyan en este Contrato se considerarán como incluidas en este y el Contrato se leerá y se exigirá su cumplimiento como si hubiesen sido incluidas. Si por error o cualquier otra circunstancia, se omite o no se incluye correctamente alguna disposición, se enmendará inmediatamente el Contrato para realizar dicha inclusión o corrección a petición de cualquiera de las partes.

2. CUMPLIMIENTO CON LOS REQUISITOS LEGALES Y REGLAMENTARIOS

El CONTRATISTA cumplirá con todas las leyes y reglamentos aplicables a los fondos de la Subvención en Bloque para Desarrollo Comunitario-Recuperación ante Desastres asignados a través de: la Ley de Asignaciones Continuas, 2018 y Ley de Asignaciones Suplementarias para las Peticiones de Ayuda en Casos de Desastres de 2017 (**L. Púb. 115-56**) aprobada el 8 de septiembre de 2017, según enmendada; la Ley de Presupuesto Bipartita de 2018 (**L.Púb. 115-123**) aprobada el 9 de febrero de 2018, según enmendada; la Ley de Asignaciones Suplementarias Adicionales para Ayuda en Casos de Desastres de 2019, (**Ley Púb. 116-20**) aprobada el 6 de junio de 2019, según enmendada; incluyendo además, pero sin limitarse a, las Cartas Circulares de la Oficina de Administración y Presupuesto de los Estados Unidos, según apliquen, las cuales pueden afectar la administración de fondos y/o establecer ciertos principios de costos que incluyen si ciertos gastos son permitidos.

3. INCUMPLIMIENTO DE LOS TÉRMINOS DEL CONTRATO

El Departamento de la Vivienda del Gobierno de Puerto Rico (**Vivienda**) se reserva el derecho a utilizar todos los recursos administrativos, contractuales o legales, que incluyen, sin limitarse a, la suspensión o rescisión del presente Contrato, en casos en los que el CONTRATISTA o alguno de sus subcontratistas viole o

incumpla alguno de los términos del Contrato. Si el CONTRATISTA o alguno de sus subcontratistas viola o incumple alguno de los términos del Contrato, estará sujeto a las sanciones y penalidades, según correspondan. Los deberes y obligaciones impuestos por los documentos del Contrato, así como los derechos y remedios disponibles en virtud de este, serán complementarios y no constituirán una limitación a los deberes, obligaciones, derechos y remedios impuestos o disponibles por ley.

4. REQUISITOS DE PRESENTACIÓN DE INFORMES

El CONTRATISTA completará y presentará todos los informes solicitados por Vivienda y/o por el Gobierno de Puerto Rico, de la manera establecida y de acuerdo con el calendario previsto. El CONTRATISTA cooperará con los esfuerzos de Vivienda y/o del Gobierno de Puerto Rico para cumplir con los requisitos y reglamentos de HUD, relacionados con la presentación de informes, lo que incluye, sin limitarse a, lo estipulado en 24 C.F.R. §§ 85.40-41 (u 84.50-52, si aplica) y § 570.507, cuando corresponda.

5. ACCESO A LOS REGISTROS

El Gobierno de Puerto Rico, Vivienda, HUD, el Contralor General de los Estados Unidos, o cualquiera de sus representantes debidamente autorizados, tendrá acceso a cualquier producto de trabajo, libro, documento, escrito y registro del CONTRATISTA que esté relacionado con este Contrato, en cualquier momento y periódicamente, durante el horario regular de trabajo, para propósitos de inspeccionar, auditar, examinar y para obtener extractos, copias y transcripciones de dichos documentos.

6. MANTENIMIENTO/RETENCIÓN DE REGISTROS

Todos los registros (expedientes, datos, productos de trabajo) relacionados con el presente Contrato se entregarán a Vivienda luego de la terminación del Acuerdo, donde se conservarán durante el resto de la subvención y posterior al cierre de la subvención.

7. PEQUEÑAS EMPRESAS, EMPRESAS QUE PERTENECEN A MINORÍAS Y A MUJERES Y EMPRESAS DE ÁREAS DONDE HAY EXCESO DE MANO DE OBRA

El CONTRATISTA tomará todas las medidas afirmativas necesarias para asegurarse de que, en la medida posible, se subcontraten empresas de minorías, empresas de mujeres y empresas de áreas donde hay exceso de mano de obra. Estas medidas incluyen, pero no se limitan a las siguientes:

- (i) Incluir a pequeñas empresas, empresas de minorías y empresas de mujeres en las listas de convocatorias;
- (ii) Asegurarse de que se soliciten pequeñas empresas, empresas de minorías y empresas de mujeres siempre que estas sean recursos potenciales;
- (iii) Cuando sea económicamente viable, dividir el total de los requerimientos en tareas o cantidades más pequeñas para permitir la máxima participación de pequeñas empresas, empresas de minorías y empresas de mujeres;
- (iv) Cuando los requisitos lo permitan, establecer itinerarios de entrega que fomenten la participación de pequeñas empresas, empresas de minorías y empresas de mujeres; y
- (v) Utilizar los servicios y la asistencia de la Agencia Federal para el Desarrollo de la Pequeña Empresa (**SBA**, por sus siglas en inglés) y la Agencia para el Desarrollo de Negocios de Minorías del Departamento de Comercio de los Estados Unidos.

Además, en el caso de los contratos de **\$10,000 o más**, el CONTRATISTA completará el Formulario HUD 2516 (*Contract and Subcontract Activity*) y lo enviará a Vivienda trimestralmente.

8. DERECHOS SOBRE INVENCIONES REALIZADAS EN VIRTUD DE UN CONTRATO O ACUERDO

Todo contrato o acuerdo para la realización de trabajos experimentales, de desarrollo o de investigación estipulará los derechos del Gobierno Federal y del recipiente sobre cualquier invención que resulte de dicho trabajo, de acuerdo con lo dispuesto en 37 C.F.R. Parte 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*", así como cualquier reglamento de ejecución emitido por el HUD.

9. TÍTULO VI DE LA LEY DE DERECHOS CIVILES DE 1964

El Proponente cumplirá con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964, la cual prohíbe la discriminación por motivo de raza, color u origen nacional en todos los programas o actividades que reciben fondos federales u otro tipo de asistencia financiera del Gobierno Federal. Los programas que reciben fondos federales no pueden discriminar entre las personas por motivo de su raza, color u origen nacional, ya sea directa o indirectamente, en los tipos, cantidad, calidad o puntualidad de los servicios programáticos, ayudas o beneficios que proveen o en la manera en que proveen dichos servicios, ayudas o beneficios. Esta prohibición aplica tanto al discrimen intencional como a los procedimientos, criterios o métodos de administración que aparentan ser neutrales pero que tienen un efecto discriminatorio sobre las personas debido a su raza, color u origen nacional. Las políticas y prácticas que tienen dicho efecto deberán eliminarse a menos que el recipiente pueda demostrar que estas fueron necesarias para alcanzar un objetivo legítimo y no discriminatorio.

10. SECCIÓN 109 DE LA LEY DE VIVIENDA Y DESARROLLO COMUNITARIO DE 1974

El CONTRATISTA cumplirá con las disposiciones de la Sección 109 de la Ley de Vivienda y Desarrollo Comunitario de 1974. Ninguna persona en los Estados Unidos podrá quedar excluida de participación ni podrán negársele beneficios o ser objeto de discrimen por motivo de raza, color, origen nacional, religión o sexo, bajo cualquier programa o actividad subvencionado, en su totalidad o en parte, con fondos provistos al amparo de esta ley. La Sección 109 prohíbe, además, el discrimen por motivo de edad en virtud de la Ley contra la Discriminación por Edad de 1975, así como el discrimen contra personas con discapacidades, según se establece en la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada.

11. SECCIÓN 504 DE LA LEY DE REHABILITACIÓN DE 1973

El CONTRATISTA cumplirá con la Sección 504 de la Ley de Rehabilitación de 1973 (29 U.S.C. § 794), según enmendada, y con toda regulación aplicable.

El CONTRATISTA acuerda que ninguna persona con discapacidades y que esté cualificada quedará excluida, únicamente sobre la base de su discapacidad, de participación, ni se le negarán beneficios, ni estará sujeta a discrimen bajo cualquier programa o actividad que recibe fondos de asistencia de HUD.

12. LEY CONTRA LA DISCRIMINACIÓN POR EDAD DE 1975

El CONTRATISTA cumplirá con las disposiciones de la Ley contra la Discriminación por Edad de 1975 (42 U.S.C. § 6101 *et seq.*), según enmendada, y con toda regulación aplicable.. Ninguna persona en los Estados

Unidos quedará excluida de participación, ni se le negarán beneficios ni estará sujeta a discrimen bajo un programa o actividad que recibe fondos de asistencia del gobierno federal, por motivo de su edad.

13. INHABILITACIÓN, SUSPENSIÓN E INELEGIBILIDAD

El CONTRATISTA declara y garantiza que él y sus subcontratistas no han quedado inhabilitados, suspendidos o de alguna otra forma excluidos o inelegibles para participar en programas de asistencia federal, sujeto a las disposiciones de 2 C.F.R. Parte 2424.

14. CONFLICTOS DE INTERÉS

El CONTRATISTA notificará a Vivienda lo antes posible si este Contrato o algún aspecto relacionado con el trabajo anticipado bajo este Contrato representa un conflicto de interés real o potencial (según se define en 2 C.F.R. Parte 215 y 24 C.F.R. § 85.36 u 84.42, si corresponde). El CONTRATISTA explicará el conflicto real o potencial por escrito con suficiente detalle para que Vivienda pueda evaluarlo. El CONTRATISTA proporcionará a Vivienda cualquier información adicional que sea necesaria para poder evaluar a fondo y atender dicho conflicto real o potencial. El CONTRATISTA aceptará cualquier estrategia razonable de mitigación de conflictos utilizada por Vivienda incluida, pero sin limitarse a, el uso de subcontratistas independientes que realicen la parte del trabajo que genera el conflicto real o potencial, entre otras medidas.

15. SUBCONTRATACIONES

Al realizar subcontrataciones, el CONTRATISTA solicitará y contratará a subcontratistas de una manera que permita la competencia justa. Las siguientes son algunas de las situaciones que se consideran que restringen la competencia:

- (i) Imponer requisitos irrazonables a las empresas para que puedan cualificar para realizar negocios;
- (ii) Exigir experiencia innecesaria y fianzas excesivas;
- (iii) Prácticas no competitivas para la fijación de precios entre empresas o entre compañías afiliadas;
- (iv) Otorgar préstamos de manera no competitiva a consultores que tienen contratos de retención;
- (v) Conflictos de interés de la organización;
- (vi) Especificar solo un producto de marca en lugar de permitir que se ofrezca un producto igual y describir el desempeño de otros requisitos relevantes de la adquisición; y
- (vii) Cualquier acción arbitraria en el proceso de adquisición.

El CONTRATISTA declara a Vivienda que personal con experiencia en la profesión adecuada y en las áreas de especialización correspondientes llevarán a cabo el trabajo, tomando en cuenta la naturaleza del trabajo que se desempeñará como parte de este Contrato.

El CONTRATISTA incluirá estas Disposiciones Generales de HUD en todos los subcontratos otorgados por el Contratista, de manera que estas disposiciones sean vinculantes para cada uno de sus subcontratistas, así como el requisito de transferir dichos términos a todos los subcontratistas de nivel inferior.

16. CESIÓN

El CONTRATISTA no cederá ningún interés en este Acuerdo y no transferirá ningún interés en el Acuerdo (ya sea por cesión o novación) sin la aprobación previa y por escrito de Vivienda.

17. INDEMNIZACIÓN

El CONTRATISTA indemnizará, defenderá y liberará de toda responsabilidad al Gobierno de Puerto Rico y a Vivienda, sus agentes y empleados de toda reclamación, acción, demanda, acusación o sentencia derivada o relacionada con la negligencia o la mala conducta intencionada del CONTRATISTA en el desempeño de los servicios solicitados en el presente Contrato.

18. LEY COPELAND "ANTISOBORNO"

(Se aplica a todos los contratos de construcción o reparación)

Los salarios del personal que realiza trabajos en virtud del presente Contrato se pagarán incondicionalmente y no menos de una vez al mes sin que se hagan deducciones de nómina o descuentos de alguna cuenta, con excepción de las deducciones de nómina obligatorias por ley o permitidas por los reglamentos aplicables emitidos por el Secretario del Trabajo de conformidad con la Ley Copeland "Antisoborno" de 13 de junio de 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Título 18 U.S.C. § 874; y Título 40 U.S.C. § 276c). El CONTRATISTA cumplirá con todos los reglamentos antisoborno correspondientes e incluirá disposiciones adecuadas en todos los subcontratos relacionados con las labores que se llevarán a cabo como parte del presente Acuerdo para garantizar el cumplimiento de los subcontratistas con dichos reglamentos. Además, el CONTRATISTA será responsable de presentar los afidávits requeridos en virtud del Contrato, salvo que el Secretario del Trabajo estipule específicamente variaciones o exenciones de los requisitos de dicho Contrato.

19. LEY DE HORAS TRABAJADAS BAJO CONTRATO Y NORMAS DE SEGURIDAD

(Aplicable a los contratos de construcción que excedan de \$2,000 y a los contratos que excedan de \$2,500 y que involucren la contratación de mecánicos y obreros.)

El CONTRATISTA cumplirá con las Secciones 103 y 107 de la Ley de Horas Trabajadas bajo Contrato y Normas de Seguridad (40 U.S.C. §§ 327-330) según complementadas por los reglamentos del Departamento del Trabajo Federal (29 C.F.R. Parte 5).

Todos los obreros y mecánicos contratados por los CONTRATISTAS o subcontratistas recibirán compensación por horas extra de acuerdo con y sujeto a las disposiciones de la Ley de Horas Trabajadas bajo Contrato y Normas de Seguridad y los CONTRATISTAS y subcontratistas cumplirán con todos los reglamentos emitidos en virtud de dicha ley y otras leyes y reglamentos federales aplicables relacionados con las normas laborales.

20. LEY DAVIS-BACON

(Aplicable a los contratos de construcción que excedan de \$2,000 cuando lo requiera la legislación de un programa federal.)

El CONTRATISTA cumplirá con lo dispuesto por la Ley Davis-Bacon (40 U.S.C. §§ 276a a 276a-7) según complementada por los reglamentos del Departamento del Trabajo Federal (29 C.F.R. Parte 5).

De acuerdo con la Ley Davis-Bacon, a todos los obreros y mecánicos empleados por contratistas o subcontratistas, incluidos los empleados de otros gobiernos, para realizar trabajo de construcción subvencionado con los fondos federales como parte del presente Contrato y sujeto a las disposiciones de las leyes y reglamentos federales que se indican en este párrafo, se les pagará un salario a una tarifa no menor de la tarifa prevaleciente para obras de construcción similares en la zona, según lo determine el Secretario del Trabajo de los Estados Unidos.

Cada seis meses, el CONTRATISTA enviará a Vivienda el Formulario HUD 4710 (*Semi-Annual labor Standards Enforcement Report*).

21. TERMINACIÓN POR CAUSA JUSTA

(Aplicable a los contratos que excedan los \$10,000)

Si, por cualquier causa, el CONTRATISTA no cumple a tiempo y de forma adecuada con sus obligaciones como parte del presente Contrato o si el CONTRATISTA viola alguna de las cláusulas, acuerdos o estipulaciones del presente Contrato, Vivienda tendrá derecho a terminar o rescindir este Contrato mediante el envío de un aviso por escrito al CONTRATISTA en el que informe sobre dicha terminación y especifique la fecha en que la misma será efectiva, por lo menos cinco (5) días antes de la fecha efectiva de la terminación. En este caso, todos los documentos, datos, estudios, encuestas, dibujos, mapas, modelos, fotos e informes preparados por el CONTRATISTA como parte del presente Acuerdo, terminados o no terminados, se convertirán en propiedad de Vivienda, a elección de Vivienda, y el CONTRATISTA tendrá derecho a recibir una compensación justa y equitativa por todo trabajo completado satisfactoriamente en virtud del presente Contrato. No obstante lo anterior, no se relevará al CONTRATISTA de su responsabilidad ante el Gobierno de Puerto Rico y Vivienda por los daños sufridos por el Gobierno de Puerto Rico y/o por Vivienda como consecuencia del incumplimiento del Contrato por parte del CONTRATISTA, y el Gobierno de Puerto Rico y/o Vivienda podrán retener todo pago adeudado al CONTRATISTA por el tiempo que se determine para compensar la cantidad exacta de los daños adeudados al Gobierno de Puerto Rico y/o a Vivienda.

22. TERMINACIÓN POR CONVENIENCIA

(Aplicable a los contratos que excedan de \$10,000)

Vivienda podrá terminar o rescindir este Contrato en cualquier momento mediante el envío de un aviso por escrito al CONTRATISTA con por lo menos diez (10) días de anticipación. Si Vivienda termina el Contrato según se dispone en el presente documento, el CONTRATISTA recibirá el pago por el tiempo invertido y los gastos incurridos hasta la fecha de terminación del Contrato.

23. SECCIÓN 503 DE LA LEY DE REHABILITACIÓN DE 1973

(Aplicable a los contratos que superen los \$10,000)

El CONTRATISTA cumplirá con lo estipulado en la Sección 503 de la Ley de Rehabilitación de 1973 (29 U.S.C. § 793), según enmendada, así como con todos los reglamentos aplicables.

Igualdad de oportunidades para los trabajadores con discapacidades:

- 1) El CONTRATISTA no discriminará contra ningún empleado o solicitante de empleo debido a una discapacidad física o mental con respecto a un puesto para el cual el empleado o solicitante de

empleo reúne los requisitos. El CONTRATISTA acuerda tomar medidas de acción afirmativa para contratar, promover en el empleo o tratar a las personas con discapacidades cualificadas sin discriminar contra ellas con base en su discapacidad física o mental en todas sus prácticas laborales, lo que incluye:

- (i) Los procedimientos de reclutamiento, publicidad y solicitud de empleo;
 - (ii) La contratación, actualización, ascenso, otorgamiento de permanencia, degradación, transferencia, cesantía, despido, derecho a regresar al trabajo luego de una cesantía y recontratación;
 - (iii) Las tarifas de pago o cualquier otro tipo de compensación y los cambios en la compensación;
 - (iv) Las asignaciones de trabajo, clasificaciones de empleo, estructuras organizacionales, descripciones de puestos, líneas de progresión y listas de antigüedad;
 - (v) Los permisos para ausentarse, licencia por enfermedad y otros tipos de licencias;
 - (vi) Los beneficios marginales disponibles como parte del empleo, estén o no administrados por el CONTRATISTA;
 - (vii) La selección y apoyo financiero a empleados para actividades de capacitación, incluida la formación de aprendices, reuniones profesionales, conferencias y otras actividades relacionadas, así como la selección de empleados para otorgarles permisos de ausencia para participar en actividades de capacitación;
 - (viii) Actividades patrocinadas por el CONTRATISTA, incluidos los programas sociales o recreativos; y
 - (ix) Cualquier otro término, condición o privilegio de empleo.
- 2) El CONTRATISTA acuerda cumplir con las reglas, reglamentos y órdenes pertinentes emitidas por el Secretario del Trabajo en virtud de la ley.
- 3) En caso de incumplimiento con los requisitos de esta cláusula por parte del CONTRATISTA, se podrán tomar medidas por dicho incumplimiento de acuerdo con las reglas, reglamentos y órdenes pertinentes emitidas por el Secretario del Trabajo en virtud de la ley.
- 4) El CONTRATISTA acuerda publicar avisos en lugares visibles que estén disponibles para los empleados y solicitantes de empleo, de la manera que ordene el Subsecretario de los Programas de Cumplimiento de Contratos Federales, según provistos por el oficial de contrataciones o a través de este. Estos avisos indicarán los derechos de los empleados y solicitantes de empleo, así como la obligación del CONTRATISTA de tomar medidas de acción afirmativa de acuerdo con la ley para contratar y promover en el empleo a los empleados y solicitantes cualificados con discapacidades. El CONTRATISTA debe asegurarse de que los solicitantes y empleados con discapacidades estén informados sobre el contenido del aviso (p.ej., el CONTRATISTA puede pedir que se lea el aviso a las personas con discapacidad visual o puede poner el aviso a una altura más baja para que las personas en sillas de ruedas puedan leerlo).
- 5) El CONTRATISTA notificará a cada sindicato o representante de los trabajadores con los cuales haya establecido un convenio colectivo u otro tipo de arreglo contractual que el CONTRATISTA está

obligado por los términos de la Sección 503 de la Ley de Rehabilitación de 1973, según enmendada, y está comprometido a tomar medidas de acción afirmativa para contratar y promover en el empleo a personas con discapacidades físicas o mentales.

- 6) El CONTRATISTA incluirá las disposiciones de la presente cláusula en todos los subcontratos u órdenes de compra que excedan de \$10,000, salvo que estén exentos por las reglas, reglamentos u órdenes emitidas por el Secretario en virtud de la Sección 503 de la Ley, según enmendada, de manera que dichas disposiciones sean vinculantes para todo subcontratista o proveedor. El CONTRATISTA tomará las medidas que indique el Subsecretario de los Programas de Cumplimiento de Contratos Federales para velar por el cumplimiento de dichas disposiciones con respecto a todo subcontrato u orden de compra, incluidas las medidas que se tomarán en caso de incumplimiento.

24. IGUALDAD DE OPORTUNIDADES EN EL EMPLEO

(Aplicable a los contratos y subcontratos de construcción que excedan de \$10,000)

El CONTRATISTA cumplirá con la Orden Ejecutiva 11246 del 24 de septiembre de 1965, titulada "*Equal Employment Opportunity*", según enmendada por la Orden Ejecutiva 11375 de 13 de octubre de 1967 y complementadas por los reglamentos del Departamento del Trabajo Federal (41 C.F.R. capítulo 60).

Durante la implementación de este Acuerdo, el CONTRATISTA acuerda lo siguiente:

- 1) El CONTRATISTA no discriminará contra ningún empleado o solicitante de empleo por motivo de raza, color, religión, sexo u origen nacional. El CONTRATISTA tomará medidas de acción afirmativa para garantizar que se contrate a los solicitantes de empleo y que a los empleados se les trate sin importar su raza, color, religión, sexo u origen nacional durante el tiempo que estén empleados. Estas medidas incluyen, entre otras: contratación, ascenso, degradación o transferencia; reclutamiento o anuncios de reclutamiento; cesantía o despido; tarifas de pago u otros tipos de compensación; y selección de empleados para participar en actividades de capacitación, incluida la formación de aprendices.
- 2) El CONTRATISTA publicará, en lugares visibles disponibles para los empleados y solicitantes de empleo, los avisos que le proporcionará el Oficial de Contrataciones para establecer las disposiciones de esta cláusula de no discriminación. El CONTRATISTA indicará que se considerará para empleo a todos los solicitantes cualificados independientemente de su raza, color, religión, sexo u origen nacional.
- 3) En todas las convocatorias o anuncios a los empleados publicados por el CONTRATISTA o a nombre de éste, el CONTRATISTA indicará que se considerará para empleo a todos los solicitantes cualificados sin importar su raza, color, religión, sexo u origen nacional.
- 4) El CONTRATISTA enviará a todos los sindicatos o representantes de los trabajadores con los cuales ha establecido un convenio colectivo u otro tipo de contrato o arreglo, un aviso, provisto por el oficial de contrataciones de la agencia, en el que se informará al sindicato o representante de los trabajadores sobre los compromisos del CONTRATISTA bajo la Sección 202 de la Orden Ejecutiva 11246 del 24 de septiembre de 1965, y publicará copias del aviso en lugares visibles disponibles para los empleados y solicitantes de empleo.

- 5) El CONTRATISTA cumplirá con todas las disposiciones de la Orden Ejecutiva 11246 del 24 de septiembre de 1965 y todas las reglas, reglamentos y órdenes pertinentes del Secretario del Trabajo.
- 6) El CONTRATISTA proporcionará toda la información y los informes que exigen la Orden Ejecutiva 11246 del 24 de septiembre de 1965 y las reglas, reglamentos y órdenes del Secretario del Trabajo, o en virtud de estos, y permitirá el acceso de la agencia contratante y del Secretario del Trabajo a sus libros, registros y cuentas para propósitos de investigación y para verificar el cumplimiento de dichas reglas, reglamentos y órdenes.
- 7) En caso de incumplimiento con la cláusula de no discriminación de este Acuerdo o de alguna de dichas reglas, reglamentos u órdenes por parte del CONTRATISTA, este Acuerdo podría cancelarse, rescindirse o suspenderse, en su totalidad o en parte, y se podría declarar al CONTRATISTA inelegible para recibir futuros contratos gubernamentales de acuerdo con los procedimientos autorizados en la Orden Ejecutiva 11246 y se podrían imponer otras sanciones e invocar otros remedios según dispuesto en la Orden Ejecutiva 11246 del 24 de septiembre de 1965 o de acuerdo con una regla, reglamento u orden del Secretario del Trabajo, o según se estipule por ley.
- 8) El CONTRATISTA incorporará las disposiciones 1 a la 7 antes mencionadas en todos los subcontratos u órdenes de compra, salvo que estén exentos por las reglas, reglamentos u órdenes del Secretario del Trabajo, de manera que dichas disposiciones serán vinculantes para dicho subcontratista. El CONTRATISTA tomará las medidas que indique la agencia contratante con respecto a todo subcontrato u orden de compra como un medio para asegurar el cumplimiento de dichas disposiciones, incluidas las sanciones por incumplimiento, disponiéndose, sin embargo, que si el CONTRATISTA se ve involucrado en un litigio con un subcontratista o proveedor o enfrenta una amenaza de litigio como resultado de dicha directriz de la agencia contratante, el CONTRATISTA podrá solicitar que Estados Unidos comparezca en dicho litigio para proteger los intereses de los Estados Unidos.

25. CERTIFICACIÓN DE INSTALACIONES NO SEGREGADAS

(Aplicable a los contratos de construcción que excedan de \$10,000)

El CONTRATISTA certifica que no mantiene ni proporciona instalaciones segregadas en sus establecimientos, y que no permite que sus empleados presten sus servicios en ningún lugar que esté bajo su control donde se mantengan instalaciones segregadas. El CONTRATISTA también certifica que no mantendrá ni proporcionará instalaciones segregadas para los empleados en ninguno de sus establecimientos y que no permitirá que sus empleados presten sus servicios en ningún lugar que esté bajo su control donde se mantengan instalaciones segregadas. El CONTRATISTA acuerda que no cumplir con esta certificación constituye una violación de la cláusula de igualdad de oportunidades de este Acuerdo.

Según se utiliza en esta certificación, el término "instalaciones segregadas" significa las salas de espera, áreas de trabajo, baños y salones de descanso, restaurantes y otras áreas para comer, áreas de registro de entrada y salida de empleados (ponchadores), "lockers" y otras áreas de almacenaje o vestidores, áreas de estacionamiento, fuentes de agua, áreas de recreación y entretenimiento, o facilidades de transportación y vivienda para los empleados que estén segregadas por una orden explícita o que estén,

en efecto, segregadas por motivo de raza, color, religión u origen nacional debido a un hábito, costumbre local o cualquier otra razón.

El CONTRATISTA acuerda, además, que obtendrá una certificación idéntica de los subcontratistas propuestos (excepto cuando se haya obtenido por períodos de tiempo específicos) antes de otorgar subcontratos que excedan de \$10,000 los cuales no están exentos de las disposiciones de la cláusula de igualdad de oportunidades, que conservarán dichas certificaciones en sus archivos y que enviarán el aviso anterior a los subcontratistas propuestos (excepto cuando los subcontratistas propuestos hayan sometido certificaciones idénticas para períodos de tiempo específicos).

26. CERTIFICACIÓN DE CUMPLIMIENTO CON LAS LEYES DE AIRE Y AGUA LIMPIOS (Aplicable a los contratos que excedan de \$100,000)

El CONTRATISTA y todos los subcontratistas cumplirán con los requisitos de la Ley de Aire Limpio, según enmendada, 42 U.S.C. § 1857 *et seq.*, la Ley Federal para el Control de la Contaminación del Agua, según enmendada, 33 U.S.C. § 1251 *et seq.*, y los reglamentos de la Agencia de Protección Ambiental con respecto a dichas leyes, según se dispone en 40 C.F.R. Partes 15 y 32, según enmendadas, Sección 508 de la Ley de Agua Limpia (33 U.S.C. § 1368) y la Orden Ejecutiva 11738.

Además de los requisitos antes descritos, todos los contratistas y subcontratistas no exentos deberán proporcionar al propietario lo siguiente:

- 1) Una estipulación del CONTRATISTA o los subcontratistas que indique que las instalaciones que se utilizarán en la ejecución de todo contrato o subcontrato no exento, no figuran en el Sistema de Listas de Participantes Excluidos de conformidad con lo dispuesto en 40 C.F.R. Parte 32 o en la Lista de Instalaciones Infractoras emitida por la Agencia Federal de Protección Ambiental (**EPA**, por sus siglas en inglés) de conformidad con lo estipulado en 40 C.F.R. Parte 15, según enmendada.
- 2) Un acuerdo del CONTRATISTA para cumplir con todos los requisitos de la Sección 114 de la Ley de Aire Limpio, según enmendada, (42 U.S.C. § 1857 c-8) y la Sección 308 de la Ley Federal para el Control de la Contaminación del Agua, según enmendada, (33 U.S.C. § 1318) con respecto a la inspección, monitoreo, acceso, informes e información, así como todos los demás requisitos que se especifican en dichas Secciones 114 y 308, y todos los reglamentos y guías que se emitan al respecto.
- 3) Una estipulación que establezca que, como condición para otorgar el Acuerdo, se notificará de inmediato todo aviso recibido del Director de la Oficina de Actividades Federales de la EPA en el que se indique que una instalación que se utilizó o que se va a utilizar para la ejecución del Acuerdo se encuentra bajo consideración para incluirse en el Sistema de Listas de Participantes Excluidos o en la Lista de Instalaciones Infractoras de la EPA.
- 4) Un acuerdo del CONTRATISTA en el que afirme que incluirá o hará que se incluyan los criterios y requisitos de los párrafos (1) al (4) de esta sección en todos los subcontratos no exentos y que exija que el CONTRATISTA tomará las medidas que ordene el gobierno para velar por el cumplimiento de dichas disposiciones.

Entidad: Cortelco Systems PR Inc.
Iniciales: 
Fecha: 06/14/2024

Programa CDBG-DR
Anejo D
Disposiciones Generales de HUD
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27. ANTICABILDEO

(Aplicable a los contratos que excedan de \$100,000)

Mediante la firma de este Contrato, el CONTRATISTA certifica que, según su mejor conocimiento y entender:

- 1) El CONTRATISTA no ha emitido ni emitirá pagos a ninguna persona con los fondos federales que se le han asignado, para influenciar o tratar de influenciar a un funcionario o empleado de una agencia, un Miembro del Congreso, un funcionario o empleado del Congreso o un empleado de un Miembro del Congreso con relación al otorgamiento de un contrato federal, una subvención federal, un préstamo federal, el establecimiento de un acuerdo cooperativo y la extensión, continuación, renovación, enmienda o modificación de un contrato, subvención, préstamo o acuerdo cooperativo federal.
- 2) Si se ha pagado o se pagará a una persona con otros fondos que no son fondos federales asignados para influenciar o tratar de influenciar a un funcionario o empleado de alguna agencia, un Miembro del Congreso, un funcionario o empleado del Congreso o un empleado de un Miembro del Congreso con relación a este contrato, subvención, préstamo o acuerdo cooperativo federal, el CONTRATISTA completará y enviará el Formulario Estándar LLL, "*Disclosure Form to Report Lobbying*" [Formulario de Divulgación para Informar Actividades de Cabildeo], de acuerdo con sus instrucciones.
- 3) El CONTRATISTA exigirá que el lenguaje de esta certificación se incluya en los documentos de adjudicación de todas las adjudicaciones en todos los niveles (incluidos los subcontratos, sub-subvenciones y contratos que forman parte de subvenciones, préstamos y acuerdos cooperativos) y que todos los subrecipientes certifiquen y divulguen respectivamente dicha información.

Esta certificación es una representación de los hechos materiales en los cuales se basó esta transacción al momento de su ejecución. La presentación de esta certificación es un prerequisite impuesto por la Sección 1352, Título 31, del Código de los Estados Unidos para ejecutar esta transacción. Toda persona que no presente la certificación requerida estará sujeta a una penalidad civil no menor de \$10,000 y no mayor de \$100,000, por cada caso de incumplimiento.

28. REQUISITOS DE FIANZAS

(Aplicable a contratos de construcción y mejoras a instalaciones que excedan de \$100,000)

El CONTRATISTA cumplirá con todos los requisitos de Puerto Rico con respecto a las fianzas, a menos que no hayan sido aprobados por HUD, en cuyo caso el CONTRATISTA cumplirá con los siguientes requisitos mínimos de fianzas:

- 1) Una garantía de licitación de cada licitador, equivalente al cinco por ciento (5%) del precio de licitación. La "garantía de licitación" consistirá en un compromiso firme, como por ejemplo una fianza de licitación, un cheque certificado u otro instrumento negociable que acompañe una licitación como garantía de que al aceptarse su oferta, el licitador otorgará los documentos contractuales que se requieran dentro del período de tiempo especificado.

- 2) Una fianza de cumplimiento de parte del CONTRATISTA por el cien por ciento (100%) del precio del Acuerdo. La "fianza de cumplimiento" se ejecuta en relación con un contrato para garantizar el cumplimiento de todas las obligaciones del CONTRATISTA bajo el acuerdo.
- 3) Una fianza o garantía de pago de parte del CONTRATISTA por el cien por ciento (100%) del precio del Acuerdo. La "fianza de pago" se ejecuta en relación con un contrato para garantizar el pago a todas las personas que proveen mano de obra y materiales para la ejecución del trabajo estipulado en el contrato, según lo exige la ley.

29. SECCIÓN 3 DE LA LEY DE VIVIENDA Y DESARROLLO URBANO DE 1968
(Según lo exigen los límites aplicables)

- 1) El trabajo que se llevará a cabo como parte de este Acuerdo está sujeto a los requisitos de la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de 1968, según enmendada, 12 U.S.C. § 1701u (**Sección 3**). El propósito de la Sección 3 es garantizar que, en la mayor medida posible, las oportunidades de empleo y otras oportunidades económicas generadas por la asistencia de HUD o los proyectos subvencionados con fondos de HUD y cubiertos bajo la Sección 3 estén dirigidos a las personas de ingresos bajos y muy bajos, en particular a las personas que reciben asistencia de vivienda de HUD.
- 2) Las partes de este Acuerdo acuerdan cumplir con las regulaciones de HUD establecidas en 24 C.F.R. Parte 135, que implementan la Sección 3. Según lo demuestran mediante la firma de este Acuerdo, las partes certifican que no enfrentan ningún obstáculo contractual ni de otro tipo que les impida cumplir con las regulaciones de la Parte 135.
- 3) El CONTRATISTA acuerda enviar a cada sindicato o representante de los empleados con los cuales ha establecido un convenio colectivo u otro tipo de arreglo, si alguno, un aviso en el que informe al sindicato o representante de los trabajadores sobre los compromisos del CONTRATISTA bajo esta cláusula sobre la Sección 3, y publicará copias de dicho aviso en lugares visibles en el lugar de trabajo donde tanto los empleados como los solicitantes de empleo y capacitación puedan verlo. El aviso describirá la preferencia que establece la Sección 3, establecerá la cantidad mínima y los títulos de los puestos sujetos a contratación, la disponibilidad de puestos para capacitación y aprendizaje, los requisitos para cada puesto, el nombre y la ubicación de la persona o las personas que recibirán las solicitudes para cada uno de los puestos, y la fecha en que se anticipa que comenzará el trabajo.
- 4) El CONTRATISTA acuerda incluir la cláusula sobre la Sección 3 en cada subcontrato sujeto al cumplimiento de las regulaciones establecidas en 24 C.F.R. Parte 135, y acuerda tomar medidas adecuadas, según se estipule en una disposición correspondiente del subcontrato o en esta cláusula sobre la Sección 3, si se determina que el subcontratista ha violado las regulaciones establecidas en 24 C.F.R. Parte 135. El CONTRATISTA no subcontratará a ningún subcontratista sobre el cual haya recibido información o tenga conocimiento de que haya violado las regulaciones del 24 C.F.R. Parte 135.
- 5) El CONTRATISTA certificará que todas las plazas vacantes, incluidos los puestos para capacitación, que se ocupen: (1) después de que el CONTRATISTA haya sido seleccionado, pero antes de firmarse el contrato, y (2) con personas que no sean a quienes las regulaciones del 24 C.F.R. Parte 135 exigen que

se dirijan las oportunidades de empleo, no fueron ocupadas para eludir las obligaciones del CONTRATISTA en virtud de lo dispuesto en 24 C.F.R. Parte 135.

- 6) El incumplimiento con las regulaciones de HUD establecidas en 24 C.F.R. Parte 135 puede dar lugar a sanciones, la rescisión de este Acuerdo por incumplimiento y la exclusión o suspensión de futuros contratos subvencionados con fondos de HUD.
- 7) Con respecto al trabajo realizado con relación a la asistencia de vivienda para indios norteamericanos bajo la Sección 3, la Ley de Autodeterminación Indígena y de Ayuda para la Educación (25 U.S.C. § 450e) también aplica al trabajo que se va a realizar como parte de este Acuerdo. La Sección 7(b) exige que, en la mayor medida posible: (i) se dé preferencia y oportunidades de capacitación y empleo a los indios norteamericanos y, (ii) se dé preferencia en el otorgamiento de contratos y subcontratos a las organizaciones indígenas y las empresas económicas de indígenas norteamericanos. Las partes de este Acuerdo que están sujetas a las disposiciones de la Sección 3 y la Sección 7(b) acuerdan cumplir con la Sección 3 en la mayor medida posible, pero sin menoscabar su cumplimiento con lo estipulado en la Sección 7(b).
- 8) En el caso de los contratos que exceden de \$100,000, el CONTRATISTA completará el Formulario HUD 60002 ("Section 3 Summary Report") y lo enviará a Vivienda trimestralmente, a pesar de que las instrucciones del formulario establecen que el formulario se envíe anualmente.

30. LEY DE VIVIENDA JUSTA

El CONTRATISTA cumplirá con todas las disposiciones de la Ley de Vivienda Justa de 1968, según enmendada. La Ley prohíbe el discrimen contra cualquier persona por motivo de su raza, color, religión, sexo, origen nacional, discapacidad o situación familiar en la venta o alquiler de vivienda, el financiamiento de vivienda o la prestación de servicios de corretaje. La Ley de Igualdad de Oportunidades de Vivienda prohíbe el discrimen contra las personas por motivo de su raza, color, religión, sexo u origen nacional en la venta, alquiler, arrendamiento u otra disposición de una propiedad residencial o en el uso u ocupación de viviendas subvencionadas con fondos federales.

31. LEY DE POLÍTICA ENERGÉTICA Y CONSERVACIÓN DE ENERGÍA

El CONTRATISTA cumplirá con todas las normas y políticas obligatorias relacionadas con la eficiencia energética que se incluyen en el plan de conservación de energía del Gobierno de Puerto Rico, emitidas en cumplimiento con la Ley de Política Energética y Conservación de Energía (42 U.S.C. 6201 *et seq*).

32. LEY HATCH

El CONTRATISTA acuerda cumplir con las normas y políticas obligatorias de la Ley Hatch, Ley Pública 94-163, según enmendada.

La Ley Hatch aplica a las actividades políticas de ciertos empleados estatales y locales. Como CONTRATISTA del Departamento de la Vivienda de Puerto Rico, usted puede llevar a cabo las siguientes actividades: ser candidato en unas elecciones no partidistas, asistir a reuniones y convenciones políticas, aportar dinero, hacer campaña en elecciones partidistas y ocupar un cargo en un partido político.

El CONTRATISTA no puede llevar a cabo las siguientes actividades: ser un candidato en unas elecciones partidistas, usar su influencia oficial para interferir en elecciones y coaccionar a sus subordinados para que hagan aportaciones con el fin de apoyar a partidos o candidatos políticos. La Oficina del Fiscal Especial opera un sitio web que ofrece orientación sobre asuntos relacionados con la Ley Hatch.

33. NORMAS DE SALUD Y SEGURIDAD

Todas las partes que participan de este proyecto acuerdan cumplir con las Secciones 107 y 103 de la Ley de Horas Trabajadas bajo Contrato y Normas de Seguridad. La Sección 107 de la Ley es aplicable al trabajo de construcción y establece que ningún obrero o mecánico podrá ser obligado a trabajar en entornos o en condiciones laborales insalubres, peligrosas o nocivas para su salud y seguridad, según se determine de acuerdo con las normas de construcción, seguridad y salud promulgadas por el Secretario del Trabajo. Estos requisitos no aplican a la compra de suministros o materiales o artículos que están disponibles regularmente en el mercado abierto ni a los contratos de transportación.

34. PERSONAL

El CONTRATISTA declara que tiene o que conseguirá, por su propia cuenta, el personal requerido para prestar los servicios descritos en este Acuerdo. Dicho personal no estará compuesto por empleados ni tendrán ninguna relación contractual con la parte contratante. Todos los servicios solicitados en virtud del presente Contrato serán realizados por el CONTRATISTA o bajo su supervisión y todo el personal que participe en dicho trabajo estará debidamente cualificado y autorizado por las leyes estatales y locales para realizar dichos servicios. No se contratará a ninguna persona que esté cumpliendo una sentencia en una institución penal o correccional para realizar trabajo como parte de este Contrato.

35. RETENCIÓN DE SALARIOS

Si, durante la ejecución del presente Acuerdo, el CONTRATISTA o algún subcontratista paga salarios insuficientes a sus empleados, Vivienda podrá retener de los pagos que se adeuden al CONTRATISTA una cantidad suficiente para pagarles a los empleados la diferencia entre el salario requerido y el salario que realmente recibieron, por el total de horas trabajadas. Vivienda podrá desembolsar las cantidades retenidas al CONTRATISTA o subcontratista directamente a los respectivos empleados a quienes se les adeudan dichas sumas.

36. RECLAMACIONES Y CONTROVERSIAS RELACIONADAS CON LAS TASAS SALARIALES

El CONTRATISTA informará de inmediato por escrito a Vivienda todas las reclamaciones y controversias relacionadas con las tasas salariales o las clasificaciones del personal profesional o técnico que realiza trabajo como parte de este Contrato. Vivienda emitirá una decisión final sobre dichas reclamaciones o controversias.

37. DISCRIMEN DEBIDO A CIERTOS ASUNTOS LABORALES

No se despedirá ni se discriminará de ninguna manera contra ninguna persona contratada para prestar servicios cubiertos bajo este Acuerdo por haber presentado una querrela o por haber incoado o hacer que se incoara un proceso judicial o por haber testificado o estar a punto de testificar en un proceso judicial relacionado con las normas laborales aplicables a su patrono en virtud del presente Contrato.

38. INTERÉS DE MIEMBROS DE AGENCIAS PÚBLICAS LOCALES Y OTRAS AGENCIAS

El CONTRATISTA acuerda establecer salvaguardas para prohibir que los empleados utilicen sus puestos para un propósito que aparente estar motivado por el deseo de obtener un beneficio personal para ellos o para otras personas, en particular personas con las que tienen un vínculo familiar, comercial o de otro tipo. El CONTRATISTA estará al tanto de y evitará toda violación a las leyes estatales que prohíben que los funcionarios y empleados municipales tengan un interés o participación individual o como agentes o empleados de una persona o corporación, ya sea directa o indirectamente, en un contrato realizado o cedido por las autoridades gubernamentales de dicho municipio para la construcción o realización de una obra pública, o para la compra o venta de cualquier tipo de materiales, suministros o propiedades, o para cualquier propósito, o como parte de cualquier subcontrato derivado o relacionado con dicho contrato, o para recibir directa o indirectamente una parte o participación de algún dinero u otro pago para la construcción o realización de una obra pública o para la compra o venta de cualquier propiedad, o en virtud de cualquier otro contrato establecido por las autoridades gubernamentales del municipio o de un subcontrato que se derive o esté relacionado con dicho contrato.

El CONTRATISTA también se mantendrá al tanto y evitará toda violación de las leyes estatales que establecen la imposición de sanciones penales a todo funcionario público que tenga un interés en un contrato aprobado por la junta a la que pertenece dicho funcionario durante el tiempo que fue miembro de dicha junta y durante un año a partir de entonces.

39. INTERÉS DE CIERTOS FUNCIONARIOS FEDERALES

No se permitirá que ningún miembro o delegado del Congreso de los Estados Unidos o Comisionado Residente tenga una participación en el presente Acuerdo o en algún beneficio que se derive de este.

40. INTERÉS DEL CONTRATISTA

El CONTRATISTA acuerda que, al presente, no tiene ni adquirirá ningún interés directo o indirecto en el proyecto antes descrito o en cualquier fragmento o unidad de este, ni posee ningún otro interés en que pudiera confligir de alguna manera con el desempeño del trabajo como parte del presente Contrato. El CONTRATISTA acuerda, además, que como parte de la ejecución del presente Acuerdo no se contratará a ninguna persona que posea dicho interés.

41. ACTIVIDADES POLÍTICAS

El CONTRATISTA cumplirá con las disposiciones de la Ley Hatch (5 U.S.C. § 1501 *et seq.*), que limita la actividad política de los empleados.

42. ACTIVIDADES RELIGIOSAS

El CONTRATISTA acuerda abstenerse de utilizar fondos relacionados con el presente Acuerdo para actividades que son inherentemente religiosas y que están prohibidas en virtud de lo dispuesto en 24 C.F.R. § 570.200(j), tales como cultos religiosos, instrucción religiosa o proselitismo.

43. LEY DE PROTECCIÓN CONTRA DESASTRES POR INUNDACIONES DE 1973

El CONTRATISTA se asegurará de que se implementen procedimientos y mecanismos para monitorear el cumplimiento de todos los requisitos de seguros contra inundaciones, según se indica en la Ley de Protección contra Desastres por Inundaciones de 1973, 24 C.F.R. § 570.605.

Entidad: Cortelco Systems PR Inc.
Iniciales: CS
Fecha: 06/14/2024

Programa CDBG-DR
Anejo D
Disposiciones Generales de HUD
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44. PINTURA A BASE DE PLOMO

El CONTRATISTA debe cumplir con las regulaciones que se establecen en 24 C.F.R. Parte 35 con respecto a la prevención del envenenamiento con pintura a base de plomo en ciertas estructuras residenciales, con respecto a todas las unidades de vivienda subvencionadas con fondos CDBG-DR.

45. INGENIERÍA DE VALOR

(Aplicable a los contratos de construcción que excedan de \$2,000 cuando lo exige la legislación que rige a los programas federales.)

El CONTRATISTA debe cumplir con los reglamentos relacionados con el uso de un enfoque sistemático y organizado para analizar las funciones de los sistemas, equipos, instalaciones, servicios y materiales a fin de asegurarse de que desempeñen sus funciones esenciales al menor costo de manera consistente con el ciclo de vida con respecto a su ejecución, confiabilidad, calidad y seguridad, de conformidad con lo establecido en 24 C.F.R. § 200.318(g).

NON-CONFLICT OF INTEREST CERTIFICATION
[CERTIFICACIÓN DE AUSENCIA DE CONFLICTO DE INTERÉS]
IT Communication Switch Acquisition
Community Development Block Grant – Disaster Recovery
Community Development Block Grant –Mitigation
Puerto Rico Department of Housing

JCR
JCR

I, Juan Carlos Ramos, of legal age, of marital status (married/single), and a resident of Gurabo, Puerto Rico, have been designated as the authorized representative of Cortelco Systems Puerto Rico, Inc. ("the Proposer") for the **IT Communication Switch Acquisition** procurement process ("Procurement Process"). In such regard, I hereby certify that:

Yo, Juan Carlos Ramos, mayor de edad, de estado civil (casado(a)/soltero(a)), y residente de Gurabo, Puerto Rico, he sido designado(a) como el/la representante autorizado(a) de Cortelco Systems Puerto Rico, Inc. (el "Proponente"), para el proceso de **adquisición de IT Communication Switch** ("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 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 Adquiriente que participe o inflencie -o tenga la capacidad para hacerlo- en las decisiones institucionales de la Entidad Adquiriente.]

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 Adquiriente 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 Adquiriente 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 Adquiriente.]



Signature of Proposer's Authorized Representative

[Firma del/la Representante Autorizado(a) del Proponente]

6/14/2024

Date

[Fecha]

Juan Carlos Ramos

Printed Name of Proposer's Authorized Representative

[Nombre en Letra de Molde del/la Representante Autorizado(a) del Proponente]



**NON-CONFLICT OF INTEREST CERTIFICATION
ON EXISTING OR PENDING CONTRACTS**
Small Purchase
IT Communication Switch Acquisition
Community Development Block Grant – Disaster Recovery
Community Development Block Grant –Mitigation

I, Juan Carlos Ramos, of legal age, of marital status (married/single), and a resident of Gurabo, Puerto Rico, have been designated as the authorized representative of Cortelco Systems Puerto Rico, Inc. ("the Proposer") for the **IT Communication Switch Acquisition** procurement process ("Procurement Process"). In such regard, I hereby certify that:

1. There are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest for the Proposer or its staff with respect to the Procurement Process with the Procuring Entity. Nonetheless, the Proposer recognizes that situations may arise that may appear to be, or are, conflicts -or potential conflicts- of interest. The term "potential conflict" means reasonably foreseeable conflict of interest.
2. The Proposer will disclose to the Procuring Entity any relevant information of an apparent, potential, or actual conflict of interest that may appear to exist regardless of their opinion that such information would not impair their objectivity.
3. As per 2 C.F.R. § 200.318(c)(1), a conflict of interest would arise when "the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract". Therefore, I understand that conflicts of interests may arise in, but not limited to, the following situations:
 - a) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract for disaster recovery services in Puerto Rico.
 - b) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked with a government contract or program with the basic structure or ground rules of another government contract for disaster recovery services in Puerto Rico.
 - c) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial interests, or others, that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.
4. In the case in which the Proposer discloses to the Procuring Entity an apparent, potential, or actual conflict of interest, the Procuring Entity will take the appropriate

measures to address the disclosure by taking the following actions, which include

but are not limited to, eliminating, mitigating or neutralizing the apparent, potential or actual conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the apparent, potential, or actual conflict.

5. If an apparent, potential, or actual conflict of interest is discovered by the Proposer after the Procurement Process concludes, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the Proposer has taken or proposes to take to avoid, mitigate, or neutralize the apparent, potential, or actual conflict of interest.
6. The Proposer has no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the contract or task order that may result from this Procurement Process that would create any apparent, actual, or potential conflict of interest (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.
7. The Proposer has exercised, and will continue to exercise, due diligence in avoiding, identifying, removing or mitigating any apparent, potential or actual conflicts of interests to the Procuring Entity's satisfaction.



Signature of Proposer's Authorized Representative

6/14/2024

Date

Juan Carlos Ramos

Printed Name of Proposer's Authorized Representative