



GOVERNMENT OF PUERTO RICO
Department of Housing

**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
(CDBG-DR)**

**AGREEMENT FOR
LAPTOPS WITH ACCESSORIES ACQUISITION
BETWEEN
THE PUERTO RICO DEPARTMENT OF HOUSING
AND
CARIBBEAN DATA SYSTEM, INC.**



THIS AGREEMENT FOR LAPTOPS WITH ACCESSORIES ACQUISITION, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 22nd of May, 2019, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, PRDOH), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, lawyer, of legal age, married and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **CARIBBEAN DATA SYSTEM, INC.** (hereinafter, the "CONTRACTOR"), with principal offices in Ave. San Patricio #636 San Juan, Puerto Rico, herein represented by Gil V. Camareno Mendrell, in his capacity as Senior Account Executive, of legal age, married, and resident of Loíza, Puerto Rico, duly authorized by Resolution by the CONTRACTOR.

GCM
WHEREAS, on September 2017, Hurricanes Irma and María made landfall in Puerto Rico causing catastrophic island wide damage, knocking out power, water, and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

WHEREAS, under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, signed into law September 8, 2017 (Pub. L. 115-56), \$1.5 billion were allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the CDBG-DR. These funds are intended to provide financial assistance to address unmet needs that arise and that are not covered by other sources of financial aid.

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Volume 83, Issue 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

WHEREAS, pursuant to a letter dated February 23, 2018 sent by the Governor of Puerto Rico to the Honorable Benjamin Carson, Secretary of HUD, the PRDOH is the governmental agency designated by the Governor of Puerto Rico as grantee of the CDBG-DR funds allocated to the Government of Puerto Rico.

WHEREAS, on August 14, 2018, an additional allocation of \$8.22 billion for recovery was allocated to Puerto Rico under Federal Register Volume 83, Issue 157, 83 FR 40314. With these allocations of funding, the PRDOH aims to lead a transparent, comprehensive recovery to benefit the residents of Puerto Rico. PRDOH holds accountability and is committed to the responsible, efficient, and transparent administration of CDBG-DR grant funding. On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

Jhe

WHEREAS, the PRDOH is interested in contracting a company for the acquisition of laptops with accessories that will support PRDOH objectives in the administration of the CDBG-DR funds allocated to Puerto Rico as a result of Hurricane María. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on December 3, 2018 the PRDOH issued an Invitation for Bid (IFB) to request sealed bids from qualified individuals and/or legal entities for the supply of laptops and related accessories for the use of the PRDOH personnel in the implementation of the CDBG-DR Programs as established in the Approved Action Plan and its subsequent amendments.

WHEREAS, on December 26, 2018, the CONTRACTOR submitted a Bid which fully complied with the requirements set forth by the PRDOH. After having reviewed and evaluated the CONTRACTOR'S Bid, the PRDOH has determined the CONTRACTOR is the best choice to provide the required services at a reasonable proposed cost. (**Attachment A**)

WHEREAS, the PRDOH desires to enter into an agreement with **CARIBBEAN DATA SYSTEM, INC.** to secure its services and accepts the CONTRACTOR'S proposal and costs, and the CONTRACTOR, by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement. (**Attachment B and C**)

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the CONTRACTOR agree as follows:

I. TYPE OF CONTRACT

Contract Type: This is a unit price contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH as the services are rendered (**Attachment B**). Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

Attachments Incorporated: The following attachments are incorporated into this Agreement by reference and are hereby made part of this Agreement:

- | | |
|---------------------|--|
| Attachment A | Bid Board, Laptop with Accessories Acquisitions CDBG-DR-IFB-2018-02, Resolution of Award |
| Attachment B | Exhibit M, Cost Form |
| Attachment C | Scope of Work |
| Attachment D | Dell Latitude 5000 Series Laptops 5290 / 5490 / 5590 Literature |
| Attachment E | Insurance Requirements (DV-OSPA-78-5) |
| Attachment F | HUD General Provisions |

All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this

Spic

executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of twelve (12) months, ending in May, 12, 2020.
- B. The term of this Agreement shall not exceed a period of five (5) years, including options for renewal or extension.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the laptops with accessories acquisition services described in **Attachment B, C, and D** of this Agreement. The parties agree that the CONTRACTOR shall furnish all permits, consents, licenses, equipment, software and supplies necessary to perform the Services, at CONTRACTOR'S sole cost.

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment B** of this Agreement.
- GCM C. The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **FIVE HUNDRED FORTY ONE THOUSAND TWO HUNDRED AND SIXTY TWO DOLLARS (\$541,262.00)**
Account Number: R01A01ADM-DOH-NA1400-43-000.
- B. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment B, C, and D.**
- C. Any additional funds to complete the services 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 Agreement.
- D. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- E. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
- F. While providing the services under this Agreement, 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.

ghe

- G. 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."

V. REIMBURSABLE EXPENSES

The PRDOH will not reimburse any costs incurred by the CONTRACTOR not included in the approved Proposal or in an executed written amendment.

VI. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be agreed upon by the parties in a written document signed by both parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- GCM
- A. 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.
- B. 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 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 Agreement, and up to five (5) years after termination.

VIII. DOCUMENTATION AND RECORDKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater 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
- Sye

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 agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.

- B. Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR'S records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. Record Retention and Transmission of Records to the PRDOH:** Prior to the close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. CONTRACTOR'S Data and Privileged Information:** The CONTRACTOR is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

GCW

IX. 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:** CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer

Spice

irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. 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.

X. TERMINATION

A. Termination for Cause or Default: The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR'S failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a ten (10) day opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

B. Termination for Convenience: The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.

C. Termination by Unilateral Abandonment: The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

gcm

846

- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR five days' written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination.** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be 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 Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for ninety (90) consecutive calendar days thereafter (the Transition Period), CONTRACTOR agrees to make itself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

In the event that the funds are suspended, withdrawn, canceled, or are otherwise unavailable, this Agreement will be immediately terminated.

XI. PENALTIES AND LIQUIDATED DAMAGES

- A.** In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and this Section. Refer to Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), and all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g).

Spic

B. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
- ii. Disallow all or part of the cost of the activity or action not in compliance.
- iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.
- iv. Withhold further Federal awards for the project or program.
- v. Take other remedies that may be legally available.

C. Liquidated damages. CONTRACTOR shall pay to PRDOH, in accordance with **Attachment C**, as liquidated damages, \$300 for each calendar day that to goods and services requested by the PRDOH are late until deemed in compliance subject to a maximum of \$15,000. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR'S obligation to indemnify the PRDOH pursuant to this Agreement, or to any other remedy provided for in this Agreement or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of calculating such liquidated damages, a grace period of ten (10) days shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XII. LIABILITY

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. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

The CONTRACTOR shall carry the insurances as are required by law (if applicable), as set forth below. The CONTRACTOR shall furnish PRDOH certificates of insurance.

XIII. INSURANCE

A. Required Coverage

The CONTRACTOR shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's requirements as set forth required in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment**

E.

Upon the execution of this Agreement, the CONTRACTOR shall furnish PRDOH with original and two (2) certified copies of the insurance policies described in **Attachment E** and any other evidence PRDOH may request as to the policies' full force and effect.

Any deductible amount, under any of the policies, will be assumed in whole by the CONTRACTOR for any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint and several of whatever kind and nature arising from the Agreement resulting from this solicitation by and between the CONTRACTOR and PRDOH.

The PRDOH shall not be held responsible under any circumstances for payments of any nature regarding deductibles of any Commercial Liability Policies for the aforementioned Agreement.

B. Endorsements

Each insurance policy maintained by the CONTRACTOR must be endorsed as follows:

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least ninety (90) days in advance of any cancellation or material change in any such policies.

GCM

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+ and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

The CONTRACTOR shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. In the case of Payment and Performance Bond, Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance shall be furnished. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRATOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the

[Handwritten signature]

CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed Five Thousand Dollars (**\$5,000.00**) for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for ninety (90) days written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

The CONTRACTOR shall require all subcontractors or consultants to carry the insurance required herein or the CONTRACTOR, may provide the coverage for any or all of its subcontractors and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The CONTRACTOR expressly understands and agrees that whenever the CONTRACTOR is covered by other primary, excess, or excess contingent insurance that, any insurance or self-insurance program maintained by PRDOH shall apply in excess of and will not contribute with insurance provided by the CONTRACTOR under this Agreement.

XIV. HOLD HARMLESS

864 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 Agreement 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 Agreement.

XV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

The CONTRACTOR shall notify, as soon as possible, the PRDOH of the occurrence of the Force Majeure event and describe in reasonable detail, the nature of the Force Majeure event.

XVI. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contracts or make commitments on behalf of PRDOH. Nothing contained herein shall be deemed to create the relationship of employer/employee, principal/agent, joint venture or partner between the CONTRACTOR and PRDOH. Further, the CONTRACTOR recognizes that in view of its status as an independent CONTRACTOR, neither it nor its employees or subcontractors will be entitled to participate in or receive any fringe benefits normally granted to PRDOH employees under such programs, including, but not limited to, worker's compensation, voluntary disability, travel accident insurance, medical/dental insurance, life insurance, long-term disability, holiday pay, sick pay, salary continuation pay, leaves of absence (paid or unpaid), pension plan and savings plan.

Sgt

The CONTRACTOR shall have exclusive control over its employees and subcontractors (and the CONTRACTOR'S employees and subcontractors are herein, collectively, referred to as the "CONTRACTOR Personnel"), its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. The CONTRACTOR has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its CONTRACTOR Personnel. The CONTRACTOR is solely responsible for all salaries and other compensation of its CONTRACTOR Personnel who provide Services.

The CONTRACTOR is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments, including union payments. The CONTRACTOR shall be responsible for and shall defend, indemnify and hold harmless PRDOH, and its agents, officers, directors, employees, representatives, CONTRACTOR'S, successors and assigns against all costs, expenses and liabilities, including without limitation reasonably prudent attorneys' fees relative to the situation, in connection with the CONTRACTOR'S employment and/or hiring of any CONTRACTOR Personnel providing any of the Services, including without limitation: (i) payment when due of wages and benefits, (ii) withholding of all payroll taxes, including but not limited to, unemployment insurance, workers' compensation, FICA and FUTA, (iii) compliance with the Immigration Reform Control Act, and (iv) compliance with any other applicable laws relating to employment of any CONTRACTOR Personnel of, and/or hiring by, CONTRACTOR in connection with the Services.

GLM **XVII. NOTICES**

All notices required or permitted to be given under the Agreement shall be in writing, and shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, to the address as follows:

To: PRDOH

Hon. Fernando Gil-Enseñat
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Gil V. Camareno Mendrell
Caribbean Data System, Inc.
636 San Patricio Ave.
San Juan, PR 00920

XVIII. THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action of a third party against either the PRDOH or the CONTRACTOR.

XIX. SUBCONTRACTS

- A. General:** CONTRACTOR shall ensure all subcontracts follow 2 C.F.R. 200 as well as any applicable HUD rules and regulations. All subcontracts shall contain the applicable provisions described in Appendix II to Part 200 "Agreement Provisions for non-Federal Entity Agreements Under Federal Awards" as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance monitoring and oversight process performed by PRDOH or upon request.
- Jhe

B. Specific Requirements: All subcontracts shall contain provisions specifying:

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between the PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of the PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and the PRDOH;
- iv. That the subcontractor specifically agrees to be bound by the confidentiality provision regarding Personal Identifiable Information set forth in this Agreement;
- v. That CONTRACTOR will be responsible for ensuring all subcontract work is performed consistent with federal and state regulations and/or policies to be eligible for reimbursement of the approved work; and
- vi. All Federal flow down provisions are included in the subcontract agreement per Federal guidelines.

C. Monitoring: CONTRACTOR shall diligently monitor all subcontracted services. If CONTRACTOR discovers any areas of noncompliance, CONTRACTOR shall provide the PRDOH summarized written reports supported with documented evidence of corrective action.

D. Content: CONTRACTOR shall cause all the applicable provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

XX. SECTION 3 CLAUSE

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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

Jm

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.

- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Agreement 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.
- F. 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.

XXI. 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 F** (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

gcm

JGC

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. Act No. 48-2013:** It is established that all contracts, except those granted to non-profit entities, for professional services, consultancy, advertising, training or guidance, granted by an agency, dependency or instrumentality of the Government of Puerto Rico, public corporation, as well as the Legislative Branch, the Office of the Comptroller, the Office of the Citizen Procurator and the Judicial Branch, a special contribution will be imposed equivalent to one point five percent (1.5%) of the total amount of said contract, which will be destined to the General Fund.
- G. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of 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. 168-2000:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, better known as "Law for the Strengthening of Family Support and Support for Older Persons".
- I. Compliance with Act No. 1-2012:** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 1 of January 3, 2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which in connection with the possibility of a conflict of interest, stipulates that, no employee or executive of the CONTRACTOR, nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.
- J.** 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.

604

Jbc

K. 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.

XXII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352

The CONTRACTOR certifies, to the best of his or her knowledge, that:

- GCM
- A. 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.
 - B. 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.
 - C. 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 sub recipients 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 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.

XXIII. EQUAL OPPORTUNITY

- A. 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.
- JGE

- B. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- C. When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- GCW
F. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement 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.
- G. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXIV. CLEAN AIR ACT

- A. 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.
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure
- FAC

notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXV. WATER POLLUTION CONTROL ACT

- A. 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.
- B. The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXVI. SUSPENSION AND DEBARMENT

- GCM
- A. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - B. The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - C. This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1. CONTRACTOR

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Signature

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

XXVII. ACCESS TO RECORDS

- A. The CONTRACTOR agrees to provide the Government of Puerto Rico, PRDOH, HUD's Secretary, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

GCW
The CONTRACTOR acknowledges that HUD financial assistance will be used to fund the Agreement 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. § 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 **Attachment F**.

XXIX. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement 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 Agreement.

XXX. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

XXXI. BANKRUPTCY

In the event that CONTRACTOR files for bankruptcy protection, the Government of Puerto Rico and PRDOH may deem this Agreement null and void, and terminate this Agreement without notice.

XXXII. ENTIRE AGREEMENT

This Agreement and all its attachments represent the entire and integrated agreement between PRDOH and the CONTRACTOR and supersede all prior negotiations, representations, agreements and/or understandings of any kind. This Agreement may be amended only by written document signed by both PRDOH and the CONTRACTOR.

S65

XXXIII. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives.

XXXIV. BINDING EFFECT

This Agreement 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 Agreement, 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.

XXXV. ASSIGNMENT OF RIGHTS

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.

XXXVI. NON-WAIVER

604
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 Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XXXVII. GOVERNING LAW JURISDICTION

This Agreement 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 Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

XXXVIII. SEVERABILITY

If any provision of this Agreement shall operate or would prospectively operate to invalidate the Agreement in whole or in part, then such provision only shall be deemed severed and the remainder of the Agreement shall remain operative and in full effect.

XXXIX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument.

XL. ETHICS CLAUSE

According to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, no employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this

h63

Agreement CONTRACTOR also acknowledges receipt of the Ethics Code for Producers, Suppliers, and Applicants of Economic Incentives from the Government of Puerto Rico Agencies known in Spanish as "Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico".

XLI. CONFLICTS OF INTEREST

The CONTRACTOR shall comply with the ethics requirements set forth herein and warrant that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of the work under a PRDOH contract and CONTRACTOR'S organizational, financial, contractual or other interest are such that:

- a) Award of the Agreement may result in an unfair competitive advantage; or
- b) The CONTRACTOR'S objectivity in performing the contract work may be impaired.

gcm The CONTRACTOR agrees that if after award he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next 72 hours) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. The CONTRACTOR will disclose the details of any existing or future contract to provide services to third parties participating or for the purpose to participate in disaster recovery programs or projects in Puerto Rico. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the Contracting Officer, the PRDOH may terminate the Agreement for default.

The provisions of this clause shall be included in all subcontracts and/or consulting agreements wherein the work to be performed is similar to the services provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provision to eliminate or neutralize conflicts of interest.

XLII. 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

ghe

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. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor after the date of this Agreement. Said notice shall be made within ten (10) days from the time of the conviction.

XLIII. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

XLIV. HEADINGS

The titles to the paragraphs of this Agreement are solely for reference purposes and the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

XLV. ACT NO. 18 OF OCTOBER 30, 1975

The parties to this Agreement agree that its effective date will be subject to the due registration and remittance to the Office of the Comptroller of Puerto Rico. No rendering or consideration subject matter of this Agreement will be required before its registration at the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended. The CONTRACTOR will be responsible for ensuring that this Agreement has been registered before the rendering of services by requesting a copy of the registered Agreement with its proper number and date of registry. No services under this Agreement will continue to be delivered after its effective date unless at the expiration date, an amendment signed by both parties and duly registered exists. No services performed in violation of this provision will be paid. The party violating this clause will be doing so without any legal authority, this action will be deemed as *ultra vires*.

XLVI. MEMORANDUM NO. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A. **Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto

SGC

Rico, as well as public instrumentalities and corporations and the Office of the Governor.

B. Termination Clause: The Chief of Staff (*Secretario de la Gobernación*) of the Governor shall have the power to terminate this Agreement at any time.

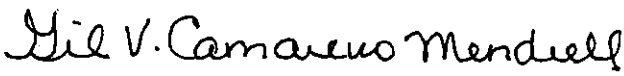
IN WITNESS THEREOF, the parties hereto execute this Agreement in the place and on the date first above written.

DEPARTMENT OF HOUSING

CARIBBEAN DATA SYSTEM, INC.



Fernando A. Gil-Enseñat, Esq.
Secretary



Gil V. Camareno Mendrell
Senior Account Executive

DUINS NUMBER: 090120633





BID BOARD

LAPTOP WITH ACCESSORIES ACQUISITIONS
CDBG-DR-IFB-2018-02

RESOLUTION OF AWARD

Date: March 4, 2019

Time: 9:13pm

The Bid Board, with quorum duly constituted, pursuant Article II, Section 1, (e) of the Procurement Manual and Contractual Requirements for CDBG-DR (CDBG-DR Manual), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the process for the Laptop with Accessories Acquisitions under Invitation for Bid number CDBG-DR-IFB-2018-02 (IFB-2018-02), has determined to award the IFB-2018-02 to Caribbean Data System, a responsive and responsible firm whose Proposal is the most advantageous to the PRDOH that conforms to the requirements in the IFB-2018-02, dated on october 29, 2018.

Caribbean Data System propose Laptop with Accessories Acquisition will be awarded through the Non Competitive Proposal Method pursuant to Article VIII, Section 7 of the Procurement Manual and Contractual Requirements for CDBG-DR (Manual), on account that, after solicitation of several sources, competition resulted inadequate. Article VIII, Section 7 of the Procurement Manual and Contractual Requirements for CDBG-DR (CDBG-DR Manual) establishes that *[p]rocurement by Noncompetitive Proposals may be used only when the award of a contract is not feasible using Small Purchase procedures, Sealed Bids, Cooperative Purchasing/ Intergovernmental Agreement or Competitive Proposals, and...[a]fter solicitation of several sources, competition is determined inadequate.*

The Contracting Officer shall approve in writing the justification for the Noncompetitive Proposal Award pursuant to Article VIII, Section 7 of the Procurement Manual and Contractual Requirements for CDBG-DR Manual.

Signed by:

Eng. Luz M. Acevedo Pellot, P.E.
Chairman

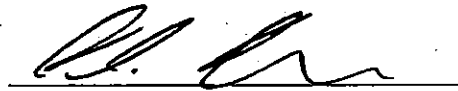
Ms. Niurka E. Rivera Rivera

Mr. Joel Ayala Martínez, Esq.

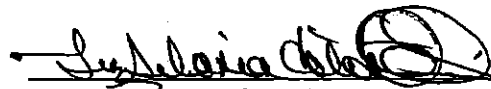
Mr. José Torres Echevarría

[Handwritten signatures of Eng. Luz M. Acevedo Pellot, Ms. Niurka E. Rivera Rivera, Mr. Joel Ayala Martínez, and Mr. José Torres Echevarría]

Mr. César Candelario Candelario



CERTIFICATION: I hereby certify that I have delivered the original of the Resolution to William G. Rios Maldonado, Esq., Procurement Director under CDBG-DR, on this 6 of March, 2019.



Luz S. Colón Ortiz
Secretary, Bid Board

GUY
SALE



GOVERNMENT OF PUERTO RICO
Department of Housing

Attachment B

Exhibit M
COST FORM
Invitation for Bid
Laptops with Accessories Acquisition
Community Development Block Grant – Disaster Recovery
CDBG-DR-IFB-2018-02

Name of Bidder: Caribbean Data System, Inc.

Equipment (1)(2)(3)	Bid Unit Price (4)
Laptops	\$1,314.78
Docking Station	\$110.23
32" Monitor	\$965.00
Battery Backup	\$205.00
Screen Protectors	\$32.95
Laptop Carrying Case	\$25.00
Keyboards	\$8.24
Mouse	\$13.29
Laptop Lock Keyed or Combination Laptop Lock	\$31.82
Cost Per Laptop and Accessories Package	\$2,706.31
Total Bid Price for 200 Laptops and Accessories Package (5)(6)	\$541,262.00

Notes on Cost Form:

- (1) All equipment to be submitted with the Bid to comply with the specifications for such included in the Scope of Work of the IFB.
- (2) Bidder to submit technical documentation and specifications for all equipment being bid upon.
- (3) All equipment being bid upon is subject to the Warranty conditions set forth in the Scope of Work of the IFB.
- (4) Bids which do not contain pricing for every item requested will be considered unresponsive by the PRDOH. Pricing must include all expenses, including: incidental, taxes, handling, and delivery costs, as well as any other administrative costs associated with the goods and services. The PRDOH will not consider any additional costs. Only the unit prices submitted will be taken into consideration. The PRDOH will not be responsible for reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment under warranty.
- (5) PRDOH will make an initial purchase of thirty (30) laptops with all accessories upon contract execution. Additional laptops with all accessories to be ordered by the PRDOH during the life of the contract. The PRDOH will acquire, at a minimum, a total of 75 laptops with all accessories as part of the contract.
- (6) All equipment to be delivered to PRDOH Headquarters within thirty (30) calendar days from the date the request is sent to the Provider by the PRDOH.

GCM
JAN
Gil V. Camareno

Bidder's Authorized Representative Signature

12/26/2018

Date

Gil V. Camareno Mendrell

Bidder's Authorized Representative Printed Name

GCM



SCOPE OF WORK
Invitation for Bids
Laptops with Accessories Acquisition
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-IFB-2018-02
(Revised for Addendum No. 1)

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is soliciting sealed bids from qualified individuals and/or legal entities that can supply up to 200 laptops with accessories for PRODH staff to be assigned to the implementation of programs under the CDBG-DR grant(s). The PRDOH will acquire, at a minimum, a total of 75 laptops with accessories as part of the contract. The Invitation for Bids (IFB) process is designed to promote fair and open competition while seeking a cost competitive solution. PRDOH urges interested individuals/firms to carefully review the requirements of the IFB.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue this IFB or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract of the Selected Bidder to, among others, increase or decrease the quantity of goods and services requested; and (iii) to acquire the goods and services requested as a result of the award of the IFB to a Responsible Bidder or the cancellation of the IFB.

2. General Conditions for the Acquisition

The following are general conditions that will govern the acquisition process under this Scope of Work.

- 2.1.** All laptop and additional accessories must be compatible with each other. Same manufacturer for all equipment is preferred to simplify the management of service warranties and updates.
- 2.2.** On-Site next business day warranty must be provided at the location where the equipment is to be located. Provider must have competent technical personnel with appropriate experience and certifications to assist in the diagnostic and coordination of warranty with the manufacturer.
- 2.3.** Provider must maintain and document the configuration details of each of the types of equipment supplied. Provider must submit, electronically, each warranty with the equipment identified.
- 2.4.** No equipment close to the end of its useful life or that will become unsupported by the manufacturer during the warranty period required herein shall be provided. If any equipment reaches its end of useful life or becomes unsupported by the manufacturer during the warranty period, the Provider is obligated to replace the equipment, with an equivalent that meets the applicable warranty period and with similar or better specifications than the original, at no cost to the PRDOH.

- 2.5. Provider must be an authorized representative, dealer, or distributor of the proposed computer and accessories manufacturer. Provider must have available a letter from the equipment manufacturer as proof. All technical support of any warranty servicing from the manufacturer shall be generated and managed by the selected supplier once contracted by personnel from the PRDOH.
- 2.6. Provider shall appoint a single point of contact to the PRDOH for all services related to the equipment.
- 2.7. All equipment must be provided with all internal components properly installed and configure (e.g. memory modules).
- 2.8. Provider must maintain the unit prices for the equipment throughout the life of the contract. No adjustments, once contract is executed, will be allowed.
- 2.9. Providers, before delivery of any equipment, shall first bring one laptop to the PRDOH designated representative for him to properly configure it to the PRDOH's requirements. This laptop will be given back to the Provider so that, before delivering all other equipment, an image of the configure laptop is installed in all others.

Time taken by the PRDOH to configure the initial laptop will not count towards the Provider's delivery time of thirty (30) calendar days.

3. Equipment Technical Specifications

3.1. Laptops

Processor	8th Generation Intel® Core i7™
O/S	Windows 10 Pro 64, English
RAM	16GB, 1x16GB, 2400 MHz DDR4 Memory
Hard Drive	500GB SSD
Graphics	Integrated HD graphics
Display Size	13 inches or larger
Display Resolution	1920x1080 Anti-glare (16:9)
Speakers	Integrated Stereo (Built-in Stereo Speakers)
Optical Drive	Integrated or external DVD RW (No Blu-Ray) (DVD with all applicable hardware drivers, both 32Bit and 64Bit where available)
Keyboard	ISO Standard Keyboard

Webcam	Integrated
Microphone	Integrated
Bluetooth	Bluetooth 4.2 +, Integrated
Network Interface	Gigabit Ethernet / Wireless
Ports	3 USB (3.0 or C) with HDMI or DisplayPort
Expansion Slots	Locking Cable Slot
Weight (including battery)	6.5 pounds or less
Energy Star Compliant	Yes
Touchscreen	Yes

3.2. Accessories

GCM
AUR

Docking Station	Powered Docking Station with minimum 2 USB 3.0, 3 ports with dual digital video output (HDMI). <i>(Snap-in-dock or single cable dock with USB)</i>
Monitor	32" viewable (Ultra Sharp) <i>(Must be compatible with docking station)</i>
Battery Backup	Back-UPS Pro 1500 or equivalent
Additional Accessories	+Screen Protector +Carrying Case for Laptop +Keyboard (USB or Wireless; compatible with Docking Station) +Mouse (Wireless; compatible with Docking Station) +Laptop Lock Keyed or Combination Laptop Lock +

3.2.1. The Docking Station should be able to charge laptops when connected. If a docking station that is not able to charge laptops is provided, then an additional charger for the laptop must be provided.

4. Warranty

- 4.1. Three (3) years on-site next business day guarantee period
- 4.2. Warranty includes battery
- 4.3. All defective items must be replaced within (5 days) at no additional cost to PRDOH
- 4.4. Includes maintenance with parts and labor

5. Delivery Schedule

- 5.1. PRDOH will make an initial purchase of fifty (50) laptops with all accessories upon contract execution. Additional laptops with all accessories to be ordered by the PRDOH during the life of the contract.
- 5.2. All purchases to be delivered to the PRDOH Headquarters within thirty (30) calendar days from the date the request is sent to the Provider by the PRDOH.

6. Documentation

- 6.1. Provider, for each equipment model delivered to the PRDOH, must include the manufacturer technical documentation.
- 6.2. Provider, upon delivery of equipment to the PRDOH, must provide printed and digital technical specifications list with equipment serial number by model and configurations.

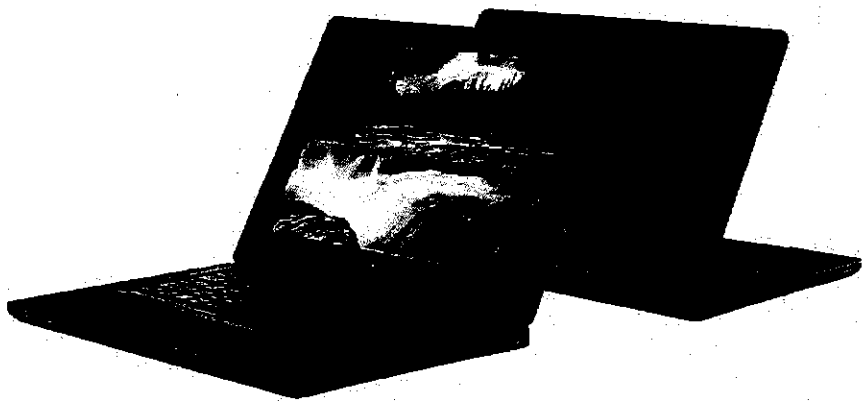
END OF SCOPE OF WORK

GCW
JAL



Built with a versatile design and essential business features.

LATITUDE 5000 SERIES LAPTOPS 5290 | 5490 | 5590



Gay
SVP



Scalable performance

Experience scalability in performance and flexibility all in one series of commercial laptops. Powered by the latest Intel® processors, NVIDIA graphics and a range of storage options from HDD to PCIe NVMe to ignite your workforce productivity.



Serviceable and long battery life

Choose how to power through your day with multiple battery options and handy peripherals like the Dell Power Companion for additional battery life. Also enjoy best-in-class serviceability with a bottom access door making component accessibility a snap.



Easy access and connectivity

Features include optional Windows Hello and an infrared camera which facilitates logon using facial recognition. Multiple docking options make it easy to connect on your terms including DisplayPort™ over USB C and the Dell Business Dock.



World's most secure

Relax knowing that this series of laptops is the world's most secure featuring optional multi-factor authentication including touch finger print reader, contactless FIPS 201 Smart Card Reader, contactless smart card reader with Control Vault 2™ FIPS 140-2 Level 3 certification.

Features & Technical Specifications

Feature	Specification
Model Number ¹	Latitude 5290
Processor Options ¹	8 th Gen Intel® Core™ Processors up to i7, U Quad Core 7 th Gen Intel® Core™ Processors up to i5, U Dual Core
Operating System ¹	Microsoft® Windows 10 Pro 64 bit Microsoft® Windows 10 Home 64 bit Ubuntu 16.04 LTS 64-bit
Memory Options ^{1,2,3}	DDR4 2400 MHz Non-ECC SDRAM operates at 2133 MHz with Intel® 7 th Gen processors DDR4 2400 MHz Non-ECC SDRAM operates at 2400 MHz with Intel® 8 th Gen processors 2 slots supporting up to 32GB
Chipset ¹	Integrated with the Processor
Intel Responsiveness Technologies ^{1,7}	Intel® Rapid Storage Technology
Graphics ^{1,13}	Intel® HD Graphics 620 (7 th Gen Intel® Core™) Intel® UHD Graphics 620 (8 th Gen Intel® Core™)
Display ¹	12.5" HD (1366 x 768) Anti-glare (16:9) WLED, 200 nits, non-touch, Carbon Fiber Reinforced Polymer LCD Back
Storage Options ^{1,3}	HDD: up to 1TB, Hybrid, OPAL SED options SSD M.2 2280 SATA: up to 512GB, OPAL SED options SSD M.2 2230 PCIe/NVMe : up to 512GB SSD M.2 2280 PCIe/NVMe : up to 1TB, OPAL SED options Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)
Security ¹	TPM 2.0 FIPS 140-2 Certified, TCG Certified (February 2018) Optional Hardware Authentication Bundle 1: FIPS 201 Contacted Smart Card with Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Optional Hardware Authentication Bundle 2: Touch Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Dell Client Command Suite Optional Dell Data Security and Management Software Dell Data Protection Endpoint Security Suite Enterprise Dell Data Protection Encryption (Enterprise or Personal Edition) MozyPro®, MozyEnterprise® Dell Data Protection Threat Defense Dell Data Guardian RSA NetWitness® Endpoint VMware Airwatch® Absolute Data & Device Security RSA SecurID Access
Docking ¹	Dell Business Dock - WD15 (optional, sold separately) Dell Business Dock w/Monitor Stand DS1000 (optional, sold separately)
Optical Drive Options	External Options Only
Multimedia ¹	High Quality Speakers Headset/mic combo jack Noise reducing array microphones Optional HD, IR or no camera Skype For Business Certified
Battery Options ^{1,5}	3 cell 42 WHr ExpressCharge™ Capable Battery 3 cell 51 WHr ExpressCharge™ Capable Battery 4 cell 68 WHr ExpressCharge™ Capable Battery 4 cell 68 WHr Long Life Battery (includes 3yr limited hardware warranty)
Power Options ¹	65W adapter, 7.4mm barrel 65W BFR/PVC Halogen Free adapter, 7.4mm barrel 90W adapter, 7.4mm barrel

GCW
ADUR

6cm
SAR

Feature	Specification
Connectivity options ^{1,14,16}	10/100/1000 Ethernet Wireless LAN Options: Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Qualcomm® QCA6174A Extended Range 802.11ac MU-MIMO Dual Band (2x2) Wi-Fi + Bluetooth 4.1 Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2). Bluetooth Optional Optional Mobile Broadband Options:^{1,14} Qualcomm® Snapdragon™ X7 LTE-A (DW5811e) (EMEA/APJ/ROW) Qualcomm® Snapdragon™ X7 LTE-A (DW5811e) for AT&T, Verizon & Sprint, US Qualcomm® Snapdragon™ X7 HSPA+ (DW5811e) (Indonesia) Qualcomm® Snapdragon™ X7 LTE-A (DW5816e) (Japan/ANZ/China/India)
Ports, Slots & Chassis ¹	2 USB 3.1 Gen 1 (one with PowerShare), HDMI 1.4, VGA, RJ-45, external uSIM card tray option uSD 4.0 Memory card reader Headset/mic combo jack Optional Contacted SmartCard Reader and touch Fingerprint Reader Display Port over USB Type-C™ Noble Wedge Lock slot
Dimensions & Weight ^{1,15}	Width: 12.0" / 305.1mm Height (Non-Touch): 0.8" / 19.4mm (front) 0.8" / 21.44mm(rear) Depth: 8.3" / 211.3mm Starting weight: 2.99 lbs. / 1.36 kg (42Whr battery, M.2 SSD, non touch HD LCD, UMA)*
Regulatory and Environmental Compliance ¹	Regulatory Model: P27S Regulatory Type: P27S002 ENERGY STAR 6.1 ¹ EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁹ TAA configurations available
Input ¹	Single Pointing non-backlit Keyboard Single Pointing backlit Keyboard Microsoft® Precision Touchpad
Systems Management ¹	Intel® vPro™ Technology (iAMT 11.8) (optional, requires Intel WiFi® Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Dell Command Power Manager
Warranty and Service ¹	Limited Hardware Warranty ⁴ Standard 1 year Mail-in Service after Remote Diagnosis ¹¹ optional 2, 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹²
Peripheral Ecosystem ¹	Purpose built ecosystem to enable productivity on the go or at the desk. Includes Dell Business Dock-WD15, Dell Power Companions, Dell Professional Briefcases, Dell 24" & 27" Monitors and Dell Wireless Keyboard and Mouse

Features & Technical Specifications

Feature	Technical specification
Model Number ¹	Latitude 5490
Processor Options ¹	8 th Gen Intel® Core™ Processors up to i7, U Quad Core 7 th Gen Intel® Core™ Processors up to i5, U Dual Core
Operating System ¹	Microsoft® Windows 10 Pro 64 bit Microsoft® Windows 10 Home 64 bit Ubuntu 16.04 LTS 64-bit NeoKylin 6.0 64 bit (May 2018)
Memory Options ^{1,2,3}	DDR4 2400 MHz Non-ECC SDRAM operates at 2133 MHz with Intel® 7 th Gen processors DDR4 2400 MHz Non-ECC SDRAM operates at 2400 MHz with Intel® 8 th Gen processors 2 slots supporting up to 32GB
Chipset ¹	Integrated with the Processor
Intel Responsiveness Technologies ^{1,7}	Intel® Rapid Storage Technology
Graphics ^{1,3}	Intel® HD Graphics 620 (7 th Gen Intel® Core™) Intel® UHD Graphics 620 (8 th Gen Intel® Core™) Nvidia GeForce® MX130
Display ¹	14.0" HD (1366 x 768) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon Fiber Reinforced Polymer LCD Back 14.0" FHD WVA (1920 x 1080) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon Fiber Reinforced Polymer LCD Back 14.0" FHD WVA (1920 x 1080) Embedded Touch Display with TruLife, 220 nits, Carbon Fiber Reinforced Polymer LCD Back
Storage Options ^{1,3}	HDD: up to 1TB, Hybrid, OPAL SED options SSD M.2 2280 SATA: up to 512GB, OPAL SED options SSD M.2 2230 PCIe/NVMe : up to 512GB SSD M.2 2280 PCIe/NVMe: up to 1TB, OPAL SED options Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)
Security ¹	TPM 2.0 FIPS 140-2 Certified, TCG Certified (February 2018) Optional Hardware Authentication Bundle 1: FIPS 201 Contacted Smart Card with Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Optional Hardware Authentication Bundle 2: Touch Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Optional Hardware Authentication Bundle 4: Touch Fingerprint Reader, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Dell Client Command Suite Optional Dell Data Security and Management Software Dell Data Protection Endpoint Security Suite Enterprise Dell Data Protection Encryption (Enterprise or Personal Edition) MozyPro®, MozyEnterprise® Dell Data Protection Threat Defense Dell Data Guardian RSA NetWitness® Endpoint VMware Airwatch® Absolute Data & Device Security RSA SecurID Access
Docking ¹	Dell Business Dock - WD15 (optional, sold separately) Dell Business Dock w/Monitor Stand DS1000 (optional, sold separately)
Optical Drive Options	External Options Only
Multimedia ¹	High Quality Speakers Headset/mic combo jack Noise reducing array microphones Optional HD, IR or no camera Skype For Business Certified
Battery Options ^{1,5}	3 cell 42 WHr ExpressCharge™ Capable Battery (UMA only) 3 cell 51 WHr ExpressCharge™ Capable Battery 4 cell 68 WHr ExpressCharge™ Capable Battery 4 cell 68 WHr Long Life Battery (includes 3yr limited hardware warranty)

6CU
1012

Feature	Technical specification
Power Options ¹	65W adapter, 7.4mm barrel 65W BFR/PVC Halogen Free adapter, 7.4mm barrel 90W adapter, 7.4mm barrel
Connectivity options ^{1,14}	10/100/1000 Ethernet Wireless LAN Options: Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Qualcomm® QCA6174A Extended Range 802.11ac MU-MIMO Dual Band (2x2) Wi-Fi + Bluetooth 4.1 Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2). Bluetooth Optional Optional Mobile Broadband Options: ^{1,10} Qualcomm® Snapdragon™ X7 LTE-A (DW5811e) (EMEA/APJ/ROW) Qualcomm® Snapdragon™ X7 LTE-A (DW5811e) for AT&T, Verizon & Sprint, US Qualcomm® Snapdragon™ X7 HSPA+(DW5811e) (Indonesia) Qualcomm® Snapdragon™ X7 LTE-A (DW5816e) (Japan/ANZ/China/India)
Ports, Slots & Chassis ¹	3 USB 3.1 Gen 1 (one with PowerShare), HDMI 1.4(UMA) / HDMI 2.0(Discrete), VGA, RJ-45, external uSIM card tray option SD 4.0 Memory card reader Headset/mic combo jack Optional Contacted SmartCard Reader and touch Fingerprint Reader Display Port over USB Type C™ Noble Wedge Lock slot
Dimensions & Weight ^{1,15}	Width: 13.1" / 333.4mm Height (Non-Touch): 0.8" / 20.3mm (front) 0.9" / 22.45mm (rear) Height (Touch): 0.8" / 20.3mm (front) 0.9" / 23.45mm (rear) Depth: 9.0" / 228.9mm Starting weight: 3.52 lbs. / 1.60 kg (42Whr battery, M.2 SSD, non touch FHD LCD, UMA)*
Regulatory and Environmental Compliance ¹	Regulatory Model: P72G Regulatory Type: P72G002 ENERGY STAR 6.1 ¹ EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ⁶ TAA configurations available
Input ¹	Single Pointing non-backlit Keyboard Single Pointing backlit Keyboard Microsoft® Precision Touchpad
Systems Management ¹	Intel® vPro™ Technology (iAMT 11.8) (optional, requires Intel WiFi® Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Dell Command Power Manager
Warranty and Service ¹	Limited Hardware Warranty ⁴ Standard 1 year Mail-in Service after Remote Diagnosis ¹¹ optional 2, 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹²
Peripheral Ecosystem ¹	Purpose built ecosystem to enable productivity on the go or at the desk. Includes Dell Business Dock-WD15, Dell Power Companions, Dell Professional Briefcases, Dell 24" & 27" Monitors and Dell Wireless Keyboard and Mouse

Features & Technical Specifications

Feature	Technical specification
Model Number ¹	Latitude 5590
Processor Options ¹	8 th Gen Intel® Core™ Processors up to i7, U Quad Core 7 th Gen Intel® Core™ Processors up to i5, U Dual Core
Operating System ¹	Microsoft® Windows 10 Pro 64 bit Microsoft® Windows 10 Home 64 bit Ubuntu 16.04 LTS 64-bit
Memory Options ^{1,2,3}	DDR4 2400 MHz Non-ECC SDRAM operates at 2133 MHz with Intel® 7 th Gen processors DDR4 2400 MHz Non-ECC SDRAM operates at 2400 MHz with Intel® 8 th Gen processors 2 slots supporting up to 32GB
Chipset ¹	Integrated with the Processor
Intel Responsiveness Technologies ^{1,7}	Intel® Rapid Storage Technology
Graphics ^{1,13}	Intel® HD Graphics 620 (7 th Gen Intel® Core™) Intel® UHD Graphics 620 (8 th Gen Intel® Core™) Nvidia GeForce® MX130
Display ¹	15.6" HD (1366 x 768) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon Fiber Reinforced Polymer LCD Back 15.6" FHD WVA (1920 x 1080) Anti-glare (16:9) WLED, 220 nits, non-touch, Carbon Fiber Reinforced Polymer LCD Back 15.6" FHD WVA (1920 x 1080) Embedded Touch Display with Truelife, 220 nits, Carbon Fiber Reinforced Polymer LCD Back
Storage Options ^{1,3}	HDD: up to 1TB, Hybrid, OPAL SED options SSD M.2 2280 SATA: up to 512GB, OPAL SED options SSD M.2 2230 PCIe/NVMe : up to 512GB SSD M.2 2280 PCIe/NVMe: up to 1TB, OPAL SED options Dell Fast Response Free Fall Sensor and HDD Isolation (standard feature)
Security ¹	TPM 2.0 FIPS 140-2 Certified, TCG Certified (February 2018) Optional Hardware Authentication Bundle 1: FIPS 201 Contacted Smart Card with Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Optional Hardware Authentication Bundle 2: Touch Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification Optional Hardware Authentication Bundle 3: Touch FIPS 201 Fingerprint Reader, FIPS 201 Contacted Smart Card, Contactless Smart Card, NFC, Control Vault 2.0 Advanced Authentication with FIPS 140-2 Level 3 Certification (15" only) Dell Client Command Suite Optional Dell Data Security and Management Software Dell Data Protection Endpoint Security Suite Enterprise Dell Data Protection Encryption (Enterprise or Personal Edition) MozyPro®, MozyEnterprise® Dell Data Protection Threat Defense Dell Data Guardian RSA NetWitness® Endpoint VMware Airwatch® Absolute Data & Device Security RSA SecurID Access
Docking ¹	Dell Business Dock - WD15 (optional, sold separately) Dell Business Dock w/Monitor Stand DS1000 (optional, sold separately)
Optical Drive Options	External Options Only
Multimedia ¹	High Quality Speakers Headset/mic combo jack Noise reducing array microphones Optional HD, IR or no camera Skype For Business Certified
Battery Options ^{1,5}	3 cell 42 WHr ExpressCharge™ Capable Battery (UMA only) 3 cell 51 WHr ExpressCharge™ Capable Battery 4 cell 68 WHr ExpressCharge™ Capable Battery 4 cell 68 WHr Long Life Battery (includes 3yr limited hardware warranty)

Feature	Technical specification
Power Options ¹	65W adapter, 7.4mm barrel 65W BFR/PVC Halogen Free adapter, 7.4mm barrel 90W adapter, 7.4mm barrel
Connectivity options ^{1,14}	10/100/1000 Ethernet Wireless LAN Options: Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.1 Qualcomm® QCA6174A Extended Range 802.11ac MU-MIMO Dual Band (2x2) Wi-Fi + Bluetooth 4.1 Intel® Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2), Bluetooth Optional Optional Mobile Broadband Options: 8,10 Qualcomm® Snapdragon™ X7 LTE-A (DW5811e) (EMEA/APJ/ROW) Qualcomm® Snapdragon™ X7 LTE-A (DW5811e) for AT&T, Verizon & Sprint, US Qualcomm® Snapdragon™ X7 HSPA+ (DW5811e) (Indonesia) Qualcomm® Snapdragon™ X7 LTE-A (DW5816e) (Japan/ANZ/China/India)
Ports, Slots & Chassis ¹	3 USB 3.1 Gen 1 (one with PowerShare), HDMI 1.4(UMA) / HDMI 2.0(Discrete), VGA, RJ-45, external uSIM card tray option SD 4.0 Memory card reader Headset/mic combo jack Optional Contacted SmartCard Reader and touch Fingerprint Reader Display Port over USB Type C™ Noble Wedge Lock slot
Dimensions & Weight ^{1,15}	Width: 14.8" / 376.0mm Height (Non-Touch): 0.8" / 20.6mm (front) 0.9" / 23.25mm (rear) Height (Touch): 0.8" / 21.65mm (front) 0.9" / 24.3mm (rear) Depth: 9.9" / 250.7mm Starting weight: 4.14 lbs. / 1.88 kg (42Whr battery, M.2 SSD, non touch FHD LCD, UMA)*
Regulatory and Environmental Compliance ¹	Regulatory Model: P60F Regulatory Type: P60F002 ENERGY STAR 6.1 ¹ EPEAT Gold Registered. For specific country participation and rating, please see www.epeat.net BFR/PVC free ³ TAA configurations available
Input ¹	Dual Pointing non-backlit Keyboard Dual Pointing backlit Keyboard Microsoft® Precision Touchpad
Systems Management ¹	Intel® vPro™ Technology (iAMT 11.8) (optional, requires Intel WiFi® Link WLAN and a vPro compatible processor), Dell Client Command Suite available (dell.com/command), Factory Installed Dell Client Command Update, Dell Command Power Manager
Warranty and Service ¹	Limited Hardware Warranty ⁴ Standard 1 year Mail-in Service after Remote Diagnosis ¹¹ optional 2, 3, 4 and 5 year hardware warranty extensions and 3-5 year Dell ProSupport contracts available ¹²
Peripheral Ecosystem ¹	Purpose built ecosystem to enable productivity on the go or at the desk. Includes Dell Business Dock-WD15, Dell Power Companions, Dell Professional Briefcases, Dell 24" & 27" Monitors and Dell Wireless Keyboard and Mouse

¹ Offering may vary by country and by configuration

² A 64-bit operating system is required to support 4GB or more of system memory.

³ GB means 1 billion bytes and TB equals 1 trillion bytes; actual capacity varies with preloaded material and operating environment and will be less.

⁴ Limited Hardware Warranty: For copy of Limited Hardware Warranty, write Dell USA LP, Attn: Warranties, One Dell Way, Round Rock, TX 78682 or see www.dell.com/warranty

⁵ Battery support is dependent upon graphics support. Check technical guides for detailed support

⁶ COMPUTRACE Not a Dell offer. Certain conditions apply. For full details, see terms and conditions at www.absolute.com/en/about/legal/agreements.

⁷ Intel Rapid Storage Technology requires a HDD, mSATA, or an SSD, as primary storage device and Windows OS required

⁸ Wireless antenna available only at time of system purchase

⁹ Dell Latitude 5000 Series are brominated flame retardant free (BFR-free) and polyvinyl chloride free (PVC-free); meeting the definition of BFR-/PVC-free as set forth in the INEMI Position Statement on the 'Definition of Low-Halogen Electronics (BFR-/CFR-/PVC-free)'. Plastic parts contain less than 1,000 ppm (0.1%) of bromine (if the Br source is from BFRs) and less than 1,000 ppm (0.1%) of chlorine (if the Cl source is from CFRs or PVC or PVC copolymers). All printed circuit board (PCB) and substrate laminates contain bromine/chlorine total less than 1,500 ppm (0.15%) with a maximum chlorine of 900 ppm (0.09%) and maximum bromine being 900 ppm (0.09%).

¹⁰ Mobile Broadband Subject to service provider's broadband subscription and coverage area; additional charges apply.

¹¹ Onsite Service after Remote Diagnosis: Remote Diagnosis is determination by online/phone technician of cause of issue; may involve customer access to inside of system and multiple or extended sessions. If issue is covered by Limited Hardware Warranty (www.dell.com/warranty) and not resolved remotely, technician and/or part will be dispatched, usually within 1 business day following completion of Remote Diagnosis. Availability varies. Other conditions apply.

¹² Dell Services: Availability and terms of Dell Services vary by region. For more information, visit www.dell.com/servicesdescriptions.

¹³ GB means 1 billion bytes and TB equals 1 trillion bytes; significant system memory may be used to support graphics, depending on system memory size and other factors.

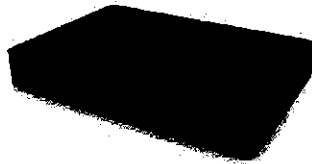
¹⁴ Miracast Wireless Technology: Requires a compatible media adapter (sold separately) and an HDMI-enabled display.

¹⁵ * Weights vary depending on configuration and manufacturing variability.

Essential Accessories

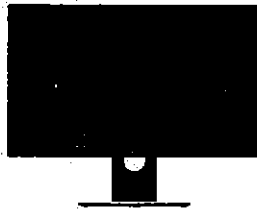
LATITUDE 5000 SERIES LAPTOPS 5290 | 5490 | 5590

At The Desk



Dell Business Dock WD 15

Be more productive with a dock that lets you use upto 2 monitors and powers your notebook. Get power, data and video connections with just one USB-C Cable.



Dell UltraSharp 24 Monitor - U2417H

Get up to 18% more done with dual monitors and see more with virtually borderless InfinityEdge. With 23.8 inch Full HD displays, you'll see vividly clear visuals across an ultrawide viewing angle.

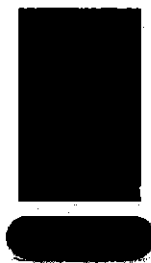


Dell Wireless Keyboard and Mouse Combo - KM636

Designed with a compact size and chiclet keys, the Dell Wireless Keyboard and Mouse KM636 offers the convenience of wireless and clutterfree performance when you are back at your desk or at your kitchen table.

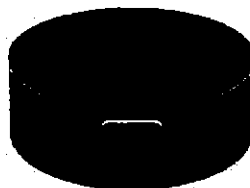
GCW
HAR

On-The-Go



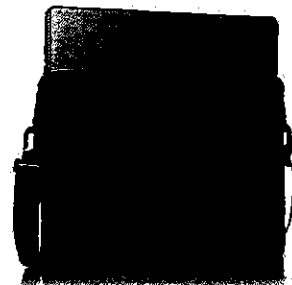
Dell Power Companion 18000mAh

Even when you're not near an outlet, you'll have enough power for your laptop and cell phone with the Dell Power Companion.



Dell USB-C Mobile Adapter DA300

Connect your Latitude to almost any device with a convenient 6-in-1 compact adapter, to collaborate from any location. Coming soon.



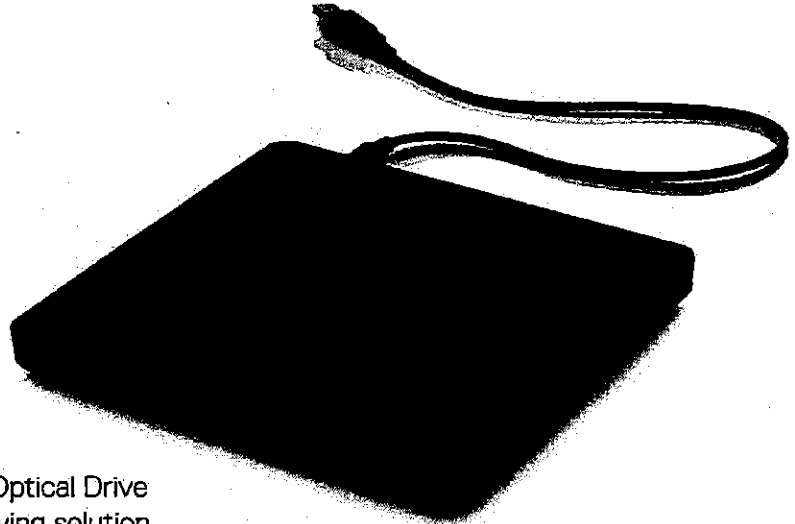
Dell Professional Sleeve 14, 15

The Dell Professional Sleeve 14 protects your 14" laptop wherever your busy day takes you. The professionally-stylish heather gray exterior is also water resistant to protect your laptop from the weather.



Plug and play on-the-go.

DELL EXTERNAL USB SLIM DVD +/- RW OPTICAL DRIVE - DW316



GCW
ADD

At home or on-the-go

The Dell External USB Slim DVD +/- RW Optical Drive is a plug and play disc burning and disc playing solution that you can use at home or on the go.

Simply plug the low profile (14mm), lightweight (200g) drive into your Ultrabook or notebook's USB port and you'll be ready to play or burn your favorite DVD or CD at home in even a small workspace. Or, place the drive in your bag to take this functionality with you.

Easy to use

Take advantage of the bundled CyberLink Media Suite to easily play and burn DVD/CDs, or install disc-based computer programs.

This premium, external optical drive is powered by your Ultrabook's or notebook's USB port, so no batteries or power cords are necessary.

Versatile, sleek and portable design

The Dell External USB Slim DVD +/- RW Optical Drive has a streamlined design, which compliments contemporary notebooks and blends in well with your home workspace or a high tech café.

Enjoy peace of mind

Purchase with confidence and rely on the protection of a 1-Year Limited Hardware Warranty for your Dell External USB Slim DVD +/- RW Optical Drive.



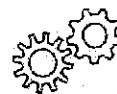
Easily portable

Slim, lightweight without the need for a battery or power cords necessary.



Plug-and-play

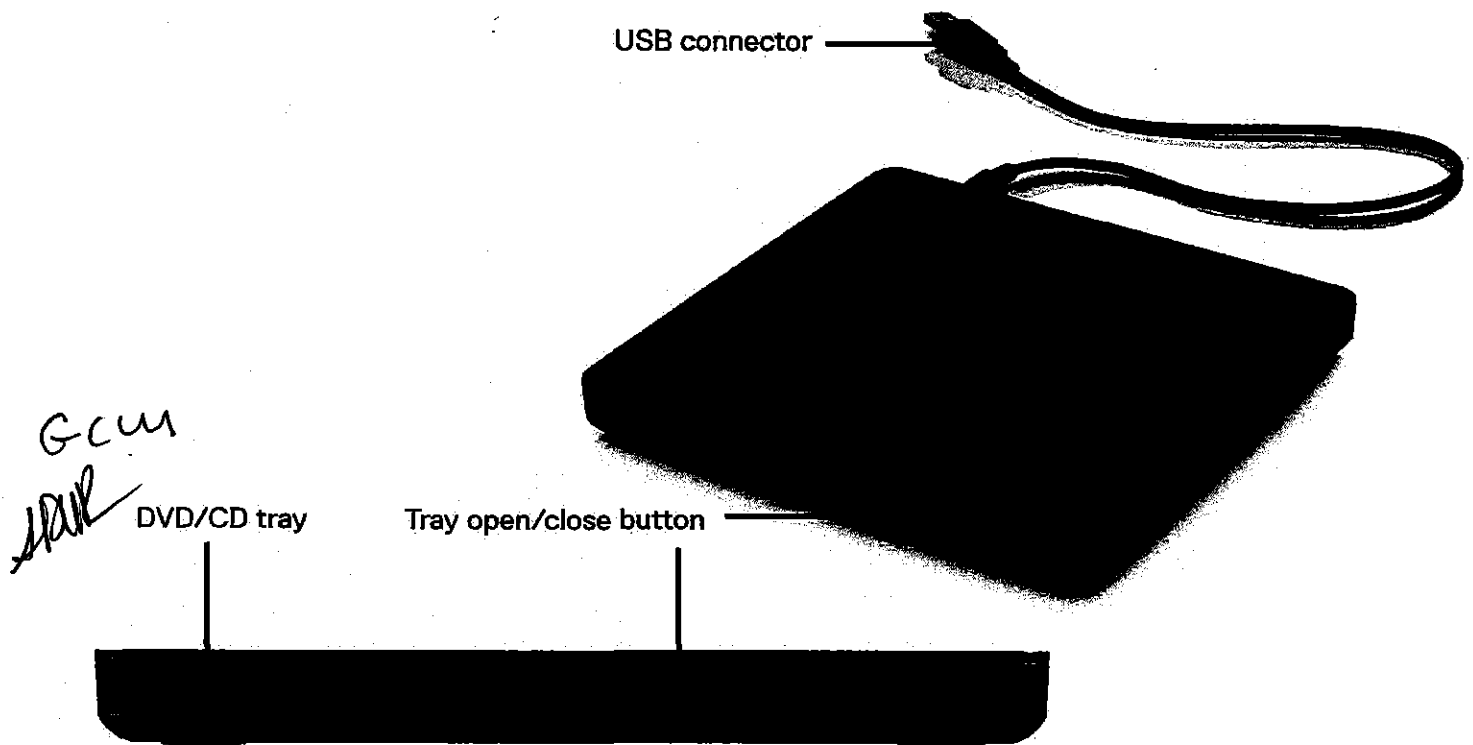
Plug in the drive and play or burn DVDs and CDs.



Peace of mind

Rely on the protection of a 1-Year Limited Hardware Warranty.

Features & Technical Specifications



Feature	Technical Specification
Product Type	External DVD \pm RW drive
Interface	USB 2.0
Read Speed	24x (CD) / 8x (DVD)
Write Speed	24x (CD) / 8x (DVD \pm R) / 6x (DVD \pm R DL)
Media Load Type	Tray
Optical Storage	DVD \pm RW (\pm R DL) / DVD-RAM
Buffer Underrun Protection	Automatic Buffer Under Run Error Protection Technology
Buffer Size	0.75 MB
Supported Media Formats	CD Extra, CD-DA (audio), CD-I, CD-ROM XA, Photo CD, Video CD, CD-ROM, DVD-Video, DVD-Audio, Super Video CD, Super Audio CD Hybrid Disc
Supported Media Types	CD-ROM, CD-R, CD-RW, DVD-ROM, DVD-R, DVD-RAM, DVD-RW, DVD+RW, DVD+R, DVD+R DL, DVD-R DL, M-DISC

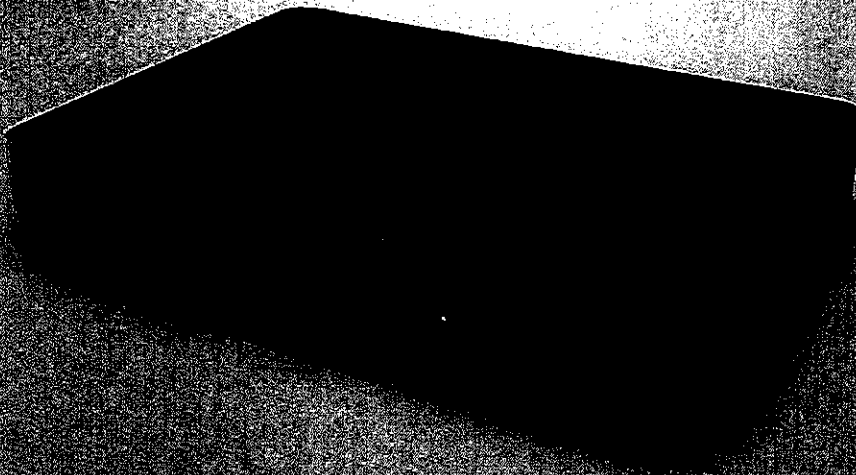
Feature	Technical Specification
OS Required	Microsoft Windows 7 / 8 / 8.1 / 10
Features	Manual Emergency Disc Eject Hole, Active Optimum Power Control (AOPC), CPRM support
Dimensions	Depth: 5.4in / 137.5mm Width: 5.7in / 144mm Height: 0.6in / 14mm
Weight (ounces / pounds)	7.05 oz / 200 g
Warranty	1 year Limited Hardware Warranty
In the box	Dell External USB Slim DVD \pm /- RW Optical Drive 1x USB cable - external - 2 ft CyberLink Media Suite CD

FOR MORE INFORMATION, VISIT DELL.COM



One dock. One cable. Universal Connectivity.

DELL BUSINESS DOCK | WD15



MOST POWERFUL

Double the charging capability with 130W or 180W, enabling 80% of laptop battery to be charged within an hour with Dell ExpressCharge*

MOST COMPATIBLE

Compatible with a wide range of Dell USB-C laptops, from 2-in-1s to workstations. Connect more devices to the USB-C dock with the most ports available to date**.

MOST MANAGEABLE

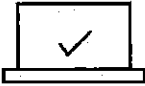
The Dell WD15 offers business class features that enable remote troubleshooting and management of Dell laptops.

Built for business



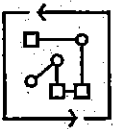
POWERFUL

Delivering over two times more power than the industry standard, the Dell Business Dock - WD15 has ExpressCharge technology that can charge more than 80% of your Dell laptop's battery within an hour.



COMPATIBLE

The Dell Business Dock is compatible with a wide range of systems with varied port options and connectivity. We offer a total of eight ports on this dock which is more than any other USB-C dock on the market to date so you can connect and power more peripherals**.



MANAGEABLE

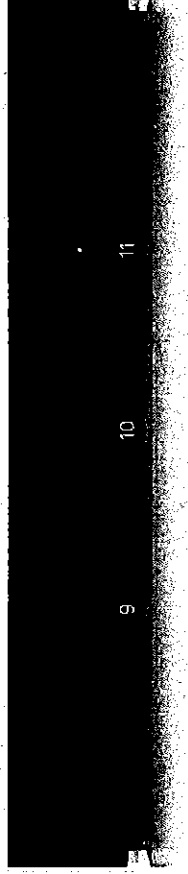
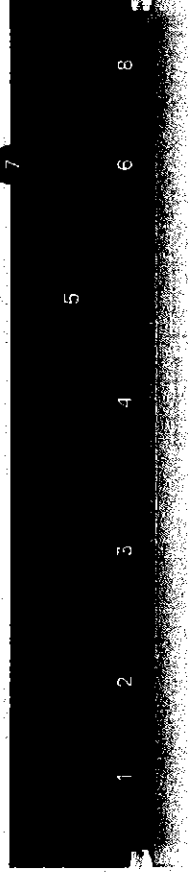
The Dell Business Dock offers powerful business class management and deployment capabilities, such as Wake-on-LAN, Wake-on-Dock, and PXE boot. These features allow you to securely manage devices to save time and improve your operational efficiency.

Features & Technical Specifications

Model	Dell Business Dock WD15
Device Type	USB-C™ Dock
Displays Supported	
Single Display	4K - 3840 x 2160 at 30Hz (mDP) QHD - 2560 x 1440 at 60Hz (DP/mDP)
Two Displays	Full HD - 1920 x 1200 at 60Hz (mDP/HDMI/VGA)
Audio/Headphone	(1) Combo/(1) Speaker Output
Network	Gigabit Ethernet
LED Indicators	Power Adapter LED/Docking Cable Connector LED/RJ-45 LEDs
AC Adapter Options	130W/180W
Dimensions	155mm x 110mm x 21mm 6.1in x 4.3in x .83in
Weight	420g 0.93 lb
System Requirements	PC's equipped with Display Port over USB Type-C™ or Thunderbolt™4
Operating Systems	Microsoft® Windows® 7 Microsoft® Windows® 8 Microsoft® Windows® 8.1 Microsoft® Windows® 10 Ubuntu 14.04 SP1 (PRTS) RedHat Enterprise Linux v7.2 (PRTS)
Docking Cable Type	Display Port over USB Type-C™ (0.8m) or USB Type-C™ Universal (PRTS) ¹
Management Features	Wireless vPro™ supported by Precision Workstation Dock button Wake-on-Dock Wake-on-LAN MAC Address Pass-through PXE Boot support
Warranty	If purchased as a tied laptop accessory, the Dell Dock will share the system warranty. If purchased APOS, 1 year standard warranty. Advanced exchange (AMER/APJ). Next business day exchange (EMEA)

GCM
ADK

Dell Business Dock | WD15



1. HDMI
2. Display Port
3. VGA
4. RJ45
5. USB 2.0 (2x)
6. USB 3.0
7. Speaker-out
8. AC Input
9. Headset Input
10. USB 3.0
11. LED power Indicator

6cm tail

105
N
102
684
100
102
644
2

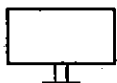


Brilliant color and clarity for your best work.

DELL ULTRASHARP 32 4K USB-C MONITOR | U3219Q



VESA CERTIFIED
DisplayHDR 400



AMAZING VISUALS

Experience incredible details and stunning color on the world's first 31.5" 4K Ultra HD monitor with VESA certified DisplayHDR™ 400.*



MULTITASKING EFFICIENCY

USB-C connectivity keeps your desk clutter-free, while multitasking features help boost productivity.



COMFORT FOR PRODUCTIVITY

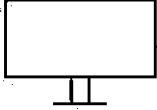
Work comfortably and more productively with a fully adjustable setup, InfinityEdge and ComfortView.



TRUSTED RELIABILITY

Dell monitors — World's number 1 monitor brand.¹ Enjoy peace of mind with Dell Premium Panel Exchange, 3 year Advanced Exchange Service² and optional ProSupport.³

World's first 31.5" 4K UHD monitor with VESA certified DisplayHDR™ 400*



AMAZING VISUALS

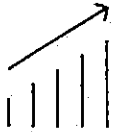
See more: Capture every detail with 4K (3840x2160) resolution on a 31.5-inch screen. That's 4 times more details than Full HD, so you see more content on the screen.

Visually stunning: View HDR content as they were intended on the world's first 31.5" 4K Ultra HD monitor with VESA certified DisplayHDR™ 400* featuring HDR content playback support.

Impressive color and details: See realistic colors—from the brightest whites to the deepest darks—with a peak brightness of 400 nits, an impressive color depth of 1.07 billion colors and a high contrast ratio.

Color consistency comes standard: Get precise colors right out of the box with factory calibrated 99% sRGB coverage to an accuracy of Delta-E ≤ 2. And, with 95% DCI-P3 and 99% Rec. 709 color coverage, you can trust that your videos reflect lifelike color.

GCU
AIR



MULTITASKING EFFICIENCY

One cable. Many uses: Declutter your desk with the included USB-C cable. This single cable solution delivers up to 90W⁴ of power, charging your device, while transmitting data, video and audio at the same time.

Multitask efficiently: Picture-In-Picture (PIP) and Picture-By-Picture (PBP) features make it easy for you to view content from two different computer sources simultaneously.

Simple manageability: Toggle between applications and work on the content from 2 PCs using only one keyboard and mouse with the convenient Keyboard, Video and Mouse (KVM) feature.

More ways to work: Conveniently select from predefined templates with the Easy Arrange feature on Dell Display Manager software. Quickly tile and arrange your applications and get back to work faster with Auto-restore, a feature that remembers where you left off.



COMFORT FOR PRODUCTIVITY

Virtually borderless: With Dell InfinityEdge, you can enjoy an expansive edge-to-edge viewing experience.

Adjust to your comfort: Pivot, tilt, swivel and adjust the height of your monitor for a comfortable setup all day long. Or choose from a variety of mounts and stands, including VESA, for even more flexibility.

Easy on the eyes: This TÜV Certified⁵ monitor has a flicker-free screen with ComfortView, a feature that reduces harmful blue light emissions. It's designed to optimize eye comfort even over extended viewing sessions.

DELL
MONITORS
- WORLD'S
NUMBER 1
MONITOR
BRAND¹

Peace of mind: Dell Premium Panel Exchange allows a free panel replacement during the Limited Hardware Warranty⁶ period even if only one bright pixel is found.

Minimize downtime: Your monitor comes with a 3-year Advanced Exchange Service² so that if a replacement becomes necessary, it will be shipped to you the next business day during your 3-year Limited Hardware Warranty.⁶

Get a higher level of support: Upgrade to 24x7, in-region technical phone support from qualified engineers with Dell ProSupport option.³

Features & Technical Specifications

Monitor

Diagonal Viewing Size

Active Display Area

Height

Width

Maximum Preset Resolution

Aspect Ratio

Pixel Pitch

Pixel Per Inch (PPI)

Brightness

Color Support

Contrast Ratio

Viewing Angle

Response Time

Panel Technology

Backlight Technology

Remote Asset Management

Others

Display Screen Coating

Connectivity

Connectors

Design Features

Adjustability

Security

VESA mounting support

(wall mount sold separately)

Power

AC input

voltage/frequency/current

Power Consumption (Normal Operation)

Power Consumption Stand by / Sleep

Dimensions (with stand)

Height (Compressed ~ Extended)

Width

Depth

Weight

Weight (panel only – no stand)

Weight (with stand)

Shipping weight

Standard Service Plan

Optional Service Plan

Environmental Compliance

Dell UltraSharp 32 4K USB-C Monitor | U3219Q

80 cm (31.5 inches)

392.2 mm (15.44 inches)

697.3 mm (27.45 inches)

3840 x 2160 at 60 Hz

16:9

0.182 mm x 0.182 mm

140

400 cd/m² (typical)

Color Gamut (typical): 99% sRGB, 95% DCI-P3, and 99%

REC-709[†]

Color Depth: 1.07 Billion colors

1300:1 (typical)

178°/178°

8 ms (normal); 5 ms (Fast) - (gray to gray)

In-Plane Switching Technology

LED Edgelight System

Yes, via Dell Command | Monitor

Picture-by-Picture, Picture-in-Picture, KVM (Keyboard, Video, Mouse)

Antiglare with 3H hardness

1 DisplayPort version 1.4 (HDCP 2.2), 1 HDMI port version 2.0 (HDCP 2.2), 1 USB Type-C port (Alternate mode with DP 1.4, Power Delivery, and USB 2.0)[§], 1 USB 3.0 upstream port, 2 USB 3.0 downstream port (rear), 2 USB with BC1.2 charging capability at 2A (maximum) (side)

Height-adjustable stand (150 mm), Tilt (-5° to 21°), Swivel (-30° to 30°), Pivot (-90° to 90°)

Security lock slot (cable lock sold separately)

100 mm x 100 mm

100 VAC to 240 VAC / 50 Hz or 60 Hz ± 3 Hz / 3A (typical)

46 W (typical); 230 W (maximum)[§]

0.5W

468.7 mm ~ 618.1 mm (18.45 inches ~ 24.33 inches)

712.5 mm (28.05 inches)

220 mm (8.66 inches)

5.8 kg (12.8 lb)

9.6 kg (21.1 lb)

13.3 kg (29.3 lb)

Premium Panel Exchange, 3 Years Advanced Exchange Service² & Limited

Hardware Warranty[§]

Dell ProSupport³

ENERGY STAR certified monitor. EPEAT Gold registered in the U.S.[®], RoHS-compliant, TCO certified displays, BFR/PVC free monitor (excluding external cables), Arsenic-free glass and Mercury-free for the panel only

What's in the box?

Components

- Monitor with stand

Cables

- Power Cable
- DP Cable (DP to DP)
- USB Type-C Cable (C to C)
- USB 3.0 upstream cable

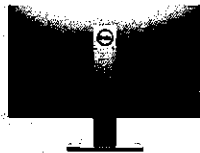
Documentation

- Quick Setup Guide
- Safety and regulatory information
- Factory color calibration report

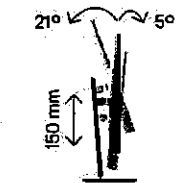
Adjustability and connectivity

DELL ULTRASHARP 32 4K USB-C MONITOR | U3219Q

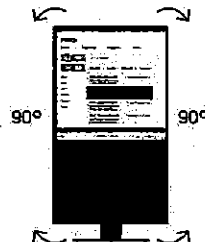
Easily adjust the panel to your preferred viewing position.



Back view -
Cable management slot



Tilt and height adjustable

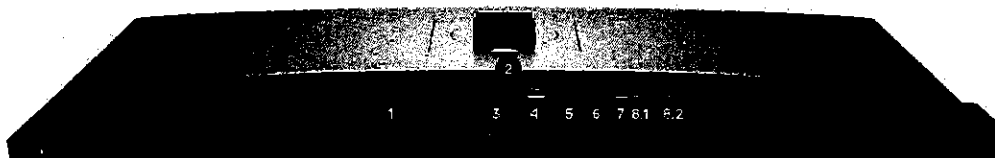


Pivot



Swivel

Connectivity



- | | |
|----------------------|---|
| 1 AC Power Connector | 7 USB Upstream Port |
| 2 Stand Lock | 8.1 USB Downstream Port |
| 3 HDMI Port | 8.2 USB Downstream Port (with Power Charging) |
| 4 DisplayPort (In) | 9.1 USB Downstream Port |
| 5 USB-C Port | 9.2 USB Downstream Port (with Power Charging) |
| 6 Audio Line Out | |

RECOMMENDED ACCESSORIES



DELL SINGLE MONITOR ARM | MSA14

This articulating arm is designed to maximize your viewing comfort and improve your productivity with its height adjustability, tilt, swivel and pivot features. Attach it easily with a snap to the VESA mount.



DELL PRO STEREO SOUNDBAR | AE515M

Optimize conference calls and multimedia streaming with exceptional audio clarity. Minimize background noise with the dual mic array and echo-cancelling feature.



DELL PREMIER WIRELESS KEYBOARD AND MOUSE | KM717

Experience premium performance and wireless connectivity through Dell Universal Pairing. Connect up to six compatible RF devices or Bluetooth 4.0.

*Based on Dell internal analysis, July 2018.

†Dell monitors are #1 worldwide for 5 consecutive years (2013-2017). Source: IDC Quarterly PC Monitor Tracker Q1 2018.

‡Advanced Exchange: Dell will send you a replacement monitor for the next business day in most cases, if deemed necessary after phone or online diagnosis. Shipping times may vary by location and for monitors 55" and above. Fee charged for failure to return defective unit. See dell.com/ser for details regarding § 3. Also see dell.com/support for details.

§ Dell adheres to standard USB-C specifications and protocols, and the monitor supports up to 30W of power functions. Actual power consumption may vary.

§ TUV Certified (D000005/666-R over Free / D000006/370-Low Blue Light Comfort). For more details visit www.tuvs.com.

¶ For a copy of the United States Warranty, visit dell.com/usa or call 1-800-DELL. Dell's standard warranty is 3 years, 3 million hours, 3 million pixels.

¶ At least 1 year only, unless Customer Made better.

¶ DP 1.4 and USB Type-C (Alt mode) mode with DP++ (HDMI is supported, but HBR2 and supported DP are not supported).

¶ Maximum power consumption with max. luminance and contrast.

¶ EPEAT registration varies by country. See www.epeat.net for registration status by country.

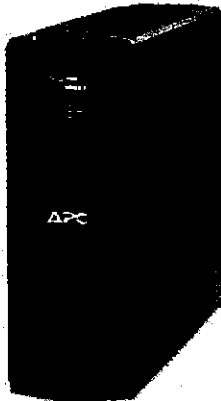
¶ Dell Monitor for sale. Product availability varies by country. Please contact your Dell representative for more information.

© 2018 Dell. All rights reserved.

Trademarks or trade names may be used in this document to refer to either the entity claiming the marks and names of their products. Dell is a registered trademark, and the Dell logo is a registered trademark of Dell. All other trademarks are the property of their respective owners.



v.2 08/2018



Overview

Model Name	APC Power Saving Back-UPS Pro 1500
Includes	CD with software , USB cable , User Manual
Standard Lead Time	Usually in Stock
Product Distribution	Anguilla , Aruba , Bahamas , Barbados , Belize , Bermuda , Canada , Colombia , Costa Rica , Cuba , Dominican Republic , Ecuador , El Salvador , Grenada , Guatemala , Guyana , Haiti , Honduras , Jamaica , Madagascar , Mauritius , Mayotte , Mexico , Netherlands Antilles , Nicaragua , Panama , Puerto Rico , Reunion , Trinidad And Tobago , Turks And Caicos Islands , United States , Venezuela , VIRGIN ISLANDS (UNITED STATES)

Output

Output Power Capacity	865 Watts / 1500 VA
Max Configurable Power (Watts)	865 Watts / 1500 VA
Nominal Output Voltage	120V
Output Frequency (sync to mains)	50/60Hz +/- 3 Hz
Output Frequency (sync to mains)	Line Interactive
Waveform Type	Stepped approximation to a sinewave
Output Connections	(5) NEMA 5-15R (Battery Backup) , (5) NEMA 5-15R (Surge Protection)

Input

Nominal Input Voltage	120V
Input Frequency	50/60 Hz +/- 3 Hz (auto sensing)
Input Connections	NEMA 5-15P
Cord Length	6 feet (1.83 meters)
Maximum Input Current	0 A
Input Breaker Capacity	0 A

Batteries & Runtime

Battery Type	Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof
Included Battery Modules	1
Battery Slots Empty	0
Typical recharge time	8 hour(s)
Replacement Battery	APCRBC124

Nov 16, 2018

RBC Quantity	1
--------------	---

Communications & Management

Interface Port(s)	USB
Available SmartSlot™ Interface Quantity	0
Control panel	Multi-function LCD status and control console
Audible Alarm	Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm

Surge Protection and Filtering

Surge energy rating	354 Joules
Filtering	Full time multi-pole noise filtering :5% of IEEE surge let-through : zero clamping response time: instantaneous
Data Line Protection	Cable modem / Video protection , Network line - 10/100/1000 Base-T Ethernet (RJ-45 connector)

Physical

Maximum Height	11.85 inches (301.0 mm)
Maximum Width	4.41 inches (112.0 mm)
Maximum Depth	15.04 inches (382.0 mm)
Rack Height	0 U
Net Weight	26.62 lbs (12.1 kg)
Shipping Weight	29.37 lbs (13.35 kg)
Shipping Height	15.24 inches (387.0 mm)
Shipping Width	9.37 inches (238.0 mm)
Shipping Depth	19.21 inches (488.0 mm)
Master Carton Units	1.0
Master Carton Weight	0.0 lbs
SCC Codes	1073130426877 9
Units per Pallet	20.0

Environmental

Operating Environment	32 - 104 °F (0 - 40 °C)
Operating Relative Humidity	0 - 95 %
Operating Elevation	0-30000 feet (0-9000 meters)
Storage Temperature	5 - 113 °F (-15 - 45 °C)
Storage Relative Humidity	0 - 95 %
Storage Elevation	0-50000 feet (0-15000 meters)
Audible noise at 1 meter from surface of unit	45.000 dB

Conformance

Approvals	ENERGY STAR V1.0 (USA) , FCC Part 15 Class B , NOM , TUV , UL 1778
Standard warranty	3 years repair or replace
Equipment protection policy	Lifetime : \$150000

Sustainable Offer Status

RoHS	Compliant
REACH	REACH: Contains No SVHCs





Onscreen privacy

Dell Privacy Filters
12.5", 13.3", 14.0", 15.6"



Keep on-screen data private

Protect your on-screen information from side views, outside the 60-degree viewing angle with effective "black out" privacy while keeping a clear view from the front. Attach the screen filter to a high resolution screen without compromising on screen clarity.



Ultra-thin and responsive to touch

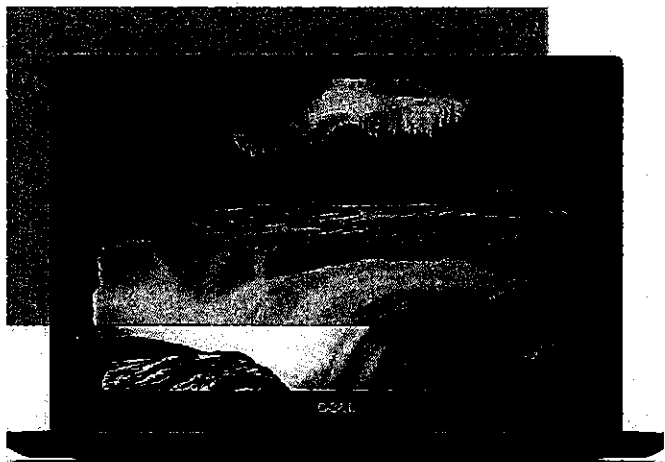
Minimize pressure on your laptop screen hinges with a privacy screen filter that is just 0.29mm thin. The privacy filter also doubles up as a screen protector, preventing scratches, marks and smudges on your touch or non-touch screen.



Easy to attach and remove

The screen filter is reversible so you can use it on either side. It is also easy to attach or remove from your laptop screen, allowing you to conveniently switch between screen sharing and privacy mode.

Features & Technical Specifications



GCM

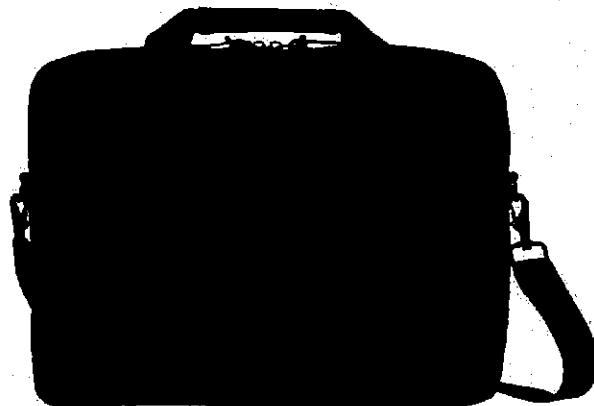
Product	Dell Privacy Filter - 12.5"	Dell Privacy Filter - 13.3"	Dell Privacy Filter - 14.0"	Dell Privacy Filter - 15.6"
Display Screen Size Compatibility	12.5" wide (317mm)	13.3" wide (336mm)	14.0" wide (355mm)	15.6" wide (395mm)
Height	6.1" (156mm)	6.5" (166mm)	6.8" (175mm)	7.6" (194mm)
Width	10.9" (277mm)	11.5" (294mm)	12.1" (310mm)	13.5" (345mm)
Thickness	0.01" (0.29mm)	0.01" (0.29mm)	0.01" (0.29mm)	0.01" (0.29mm)
Product Type	Notebook privacy filter	Notebook privacy filter	Notebook privacy filter	Notebook privacy filter
Color	Black	Black	Black	Black
Finish	Matte	Matte	Matte	Matte
Aspect Ratio	16:9	16:9	16:9	16:9
Features	Touch screen compatible, Anti-glare	Touch screen compatible, Anti-glare	Touch screen compatible, Anti-glare	Touch screen compatible, Anti-glare
Scratch Resistant	Yes	Yes	Yes	Yes
Frameless	Yes	Yes	Yes	Yes
Compatible with Dell laptops	Latitude 5280, 5289, 5290, 7280, 7290	Chromebook 3380 Inspiron 5370, 7370, 7373 Latitude 3380, 7380, 7389, 7390, 7390 2-in-1 Vostro 5370	Inspiron 7460, 7472 Latitude 3480, 3490, 5480, 5490, 5491, 7480, 7490 Vostro 3468, 3478, 5471	Inspiron 5570, 5575, 7560, 7570, 7572, 7573, 7577 Latitude 3580, 3590, 5580, 5590, 5591 Precision 3520, 3530, 5530, 7520, 7530 Vostro 3562, 3568, 3572, 3578, 5568, 7570, 7571 XPS 9570, 9575

For more information, please contact your Dell representative.



Classic, slim protection for mobile devices

DELL PREMIER SLIM BRIEFCASE 14



GCW
ADW

Classy, slim protection for your devices on-the-go

Keep your laptop, tablet and other office essentials securely protected within the stylish Dell Premier Slim Briefcase 14 when you are on the go. This weather-resistant briefcase is slim, sophisticated and constructed of classy matte black, full-grain premium PU leather. A dedicated plush lined laptop sleeve and tablet pocket keep your devices protected and scratch-free.

Lightweight and comfortable to carry in three flexible ways

Carry the briefcase hands-free with its detachable and adjustable non-slip padded shoulder strap. Or, you can grab the lightweight briefcase by its padded handles and quickly be on your way. While traveling, slip your briefcase onto your rolling luggage using the trolley pass-through.

Easy access to your mobile office essentials

A deluxe organizer panel and two interior mesh pockets keep all your office essentials organized, while leather zipper pulls provide quick access to whatever you need. The front and back zippered pockets keep your everyday necessities within reach.

Charge your laptop on-the-go

You can also charge your laptop within the bag on-the-go with a portable battery charger (sold separately) tucked neatly in the dedicated battery pocket via a cable pass-through.

Fits most notebooks, up to 15-inches

The Dell Premier Slim Briefcase 14 fits most Dell laptops, up to 15-inches, for premium protection wherever your busy day takes you.



Keep devices safe

A dedicated plush-lined laptop sleeve and tablet pocket keep your devices cushioned and scratch-free



Stay organized on-the-go

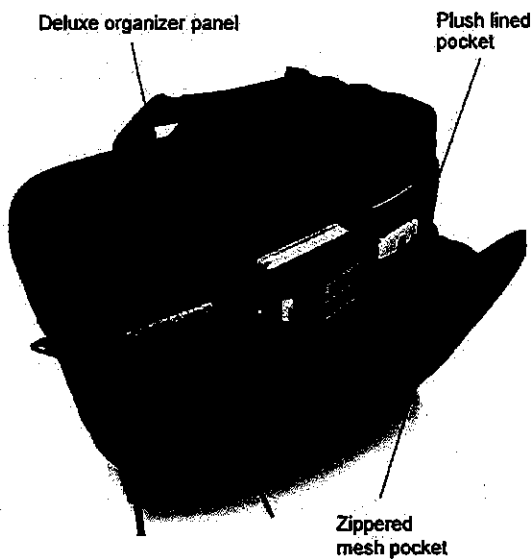
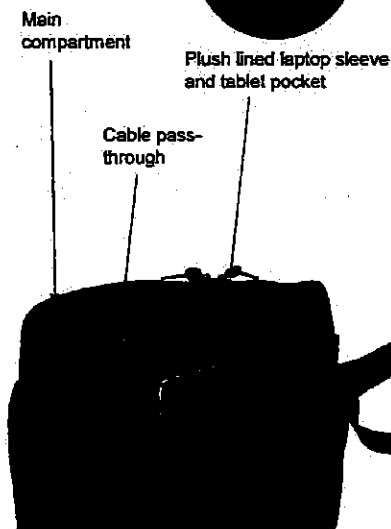
Multiple storage pockets and leather zipper pulls keep your everyday essentials organized and within reach.



Warranty

Rest assured that this Briefcase is protected by a 3-year Limited Warranty.

Features & Technical Specifications



GCM
AK

Feature	Technical Specification
Product Type	Dell Premier Slim Briefcase 14
Color	Matte black
Laptop compatibility	Fits up to most 15" laptops Up to 357mm x236mm x20mm
Features	<ul style="list-style-type: none">• Classy matte black, weather resistant full grain PU leather• Genuine full grain leather zipper pulls and handle wrap• Dedicated plush lined black laptop sleeve and tablet pocket• Deluxe organizer panel with 2 interior zippered mesh pockets• Slim and lightweight• Padded top handles• Detachable and adjustable non-slip padded shoulder strap• Trolley strap• Battery pocket and battery cable pass-through facilitate convenient in-bag laptop charging
Dimensions	15.5"L x 4.25"W x 11.5"H
Weight	2.09 lbs
Carry Capacity	10 L

FOR MORE INFORMATION, VISIT DELL.COM

- Overview



Wired keyboard for everyday home or office use

The Dell Wired Keyboard provides a convenient keyboard solution for everyday home or office computing uses. The keyboard's full layout with chiclet style keys allows for efficient, comfortable typing - excellent for everyday usage on virtually any task at hand.

Multimedia keys for quick actions and commands

The convenient multimedia keys let you easily access functions such as play, pause, rewind, and fast-forward plus volume control.

Comfortable, desk-centric design

With a compact design that still features a full-sized keyboard and number pad, the Dell Wired Keyboard is ideal for home and office environments. With a durable build and quiet keys, it's designed to provide comfort for the everyday demands of desktop usage. The Dell Wired Keyboard also has a palm rest that is available for separate purchase.



What's in the box

Dell Wired Keyboard - KB216.

Tech Specs

GCM
ADW

Device Type

Keyboard

Interface

USB

Hot Keys Function

Volume, mute, play/pause, backward, forward

Keys Style

Chiclet

Color

Black

Dimensions (WxDxH)

17.4 in x 5 in x 1 in

Weight

17.74 oz

Manufacturer Warranty

1 year warranty

Designed For

Alienware 13 R2, 15 R2, 17 R3; Inspiron 3252, 3459; Latitude 31XX, 33XX, 34XX, 35XX, E5270, E5450, E5470, E5550, E5570, E6540, E7250, E7450; OptiPlex 30XX, 3240, 50XX, 70XX, 7440, 90XX; Precision Mobile Workstation 5510, 7710; Precision Tower 3420, 3620; Vostro 14 5480, 3250, 39XX; XPS 8700, 8900

<https://www.dell.com/en-us/work/shop/accessories/apd/580-admt>

GCM
AIR

Overview

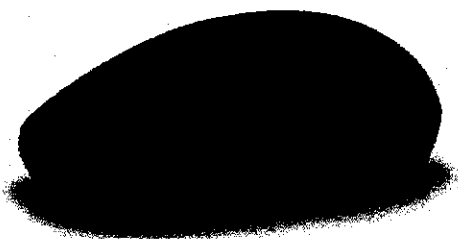


> Video: Dell Wireless Mouse - WM126 0:35

Guy
Adell

Enjoy a tidy workspace with wireless connectivity

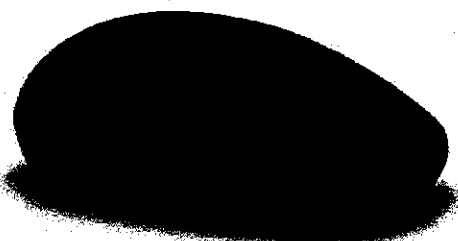
Reduce cable clutter with the Dell Wireless Mouse-WM126, providing the functionality you need in a mouse with none of the wires.



Great for everyday use at home or in the office

GCM
A02

Take your work on-the-go with the reliable wireless connection of the Dell Wireless Mouse-WM126. You can also connect up to six compatible devices with a single receiver, allowing you to wirelessly connect with your keyboards and mice at home, in the office or on the move.



Work and play longer with a long battery life

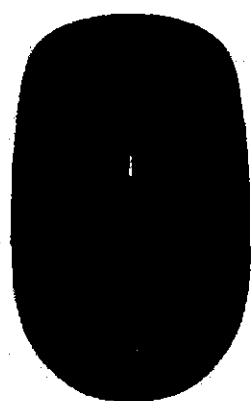
Up to 1-year of battery life provides you peace of mind knowing that you can stay powered up longer virtually anywhere.

Comfortable design

Work in comfort thanks to a contoured design that feels great in either hand. The mouse features three clickable buttons (left, right, and middle) and includes a scroll wheel for ease of use.

Quick setup and easy installation

Your mouse comes ready to plug and play via the included receiver. No software or drivers are required. However, if you wish to make full use of Dell Universal Pairing technology and connect up to 6 compatible devices with one receiver, please go to Dell.com/pair to download the required software.



GCW
ADP

Compatibility

Windows 7/8/8.1/10/Server, Linux, Android, Chrome

What's in the Box

Dell WM126 Wireless Optical Mouse
1AA Battery

USB receiver
Documentation

Warranty

1 year

Tech Specs

Device Type

Mouse

Connectivity Technology

Wireless - RF

Color

Black

Weight

2.03 oz

Wireless Receiver

USB wireless receiver

Movement Detection Technology

Optical

Buttons Qty

3

Movement Resolution

Gay
AMP

1000 dpi

Features

Scrolling wheel, wireless receiver

Manufacturer Warranty

1 year warranty

Designed For

Chromebook 11 3180, 11 3189, 13 3380; Inspiron 11 3168, 11 3169, 11 3179, 14 3467, 15 3567, 3458; Latitude 13 3380, 3480, 3580; Precision Mobile Workstation 3520; Vostro 15 3565

See less

General

Device Type

Mouse

Wireless Receiver

USB wireless receiver

Weight

2.03 oz

Color

Black

Input Device

Connectivity Technology

614

AK

Wireless

Interface

RF

Movement Detection Technology

Optical

Buttons Qty

3

Movement Resolution

1000 dpi

Features

Scrolling wheel, wireless receiver

Expansion / Connectivity

Interfaces

1 x USB - 4 pin USB Type A

Miscellaneous

Compliant Standards

Plug and Play

GCM
ABR

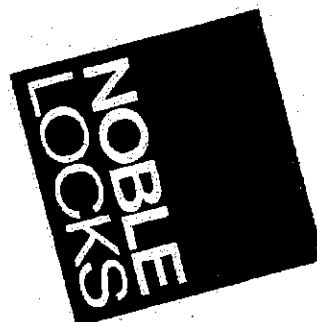
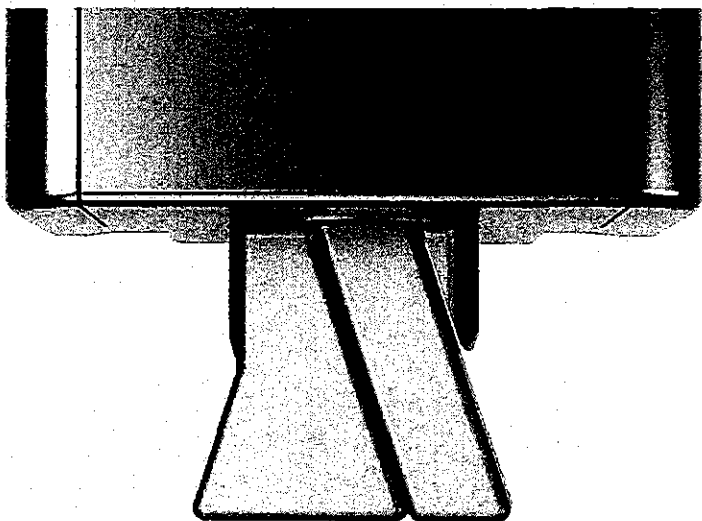
Manufacturer Warranty

Service & Support

Limited warranty - 1 year

<https://www.dell.com/en-us/work/shop/accessories/apd/570-aalk>

604
Hul



TZ04T Noble Compact Wedge Lock

The New Standard in Mobile Security

As devices get thinner and thinner, old lock technology hasn't kept pace. Noble's patented Wedge Security Slot is designed to fit the thinnest devices made today and in the future. You can find our slot in over 30 devices from the largest computer companies in the world. Our second generation Noble Wedge lock builds on the success of the TZ08 and TZ10, while improving the user experience.

PRODUCT SPECIFICATIONS:

Noble Part Number	TZ04T
MSRP	\$39.95
Lock Head Type	Noble Wedge
Weight	105g (4 oz)
Lock Dimensions	37.3 x 13.0 x 24.6 mm
Cable Diameter	4mm
Cable Length	1.8m (6 ft)
Included Accessories	Peripheral Cable Trap, 2 Keys, Storage Pouch
Warranty	Two years limited

MOBILE SECURITY

Noble sets a new standard in mobile security. Secure your Noble Wedge Slot equipped notebook, Ultrabook™, or tablet with a thinner, more secure design.

PERIPHERAL TRAP

Secure your charger and accessories with our **patented peripheral trap**. Run the cable of your accessories through the trap before inserting lock into slot.

MASTER KEY SUPPORT

Master key option makes managing IT security simple. One master key can open locks for laptops, desktops and peripherals.



CHECK COMPATIBILITY

Will this lock work with your device?
Find out at noblelocks.com/select



BUY ONLINE

Look for Noble security products at
Noblelocks.com and Dell.com



KEY RECOVERY

Use our online tool to record key
IDs at noblelocks.com/recover

Noble Wedge Security Cable Combination Lock

Noble Security

- Manufacturer Part TZ05T



Resettable combination lock for Noble Wedge equipped products. Includes cable trap and storage pouch. Combining our newest Wedge slot design with the convenience of a keyless solution, our TZ05T Combination Wedge Lock gives owners the option of a convenient combination lock with no keys to lose. With 10,000 possible combinations, each lock is personal and secure. Comes in both user-settable and non-resettable versions for maximum flexibility.

General Information

Brand Name: Noble

Product Name: Noble Wedge Resettable Combination Lock with Cable Trap and Storage Pouch, TAA Compliant.

Color: Gray

Material: Stainless Steel, Steel

TAA Compliant: Yes

Device Supported: Tablet, Notebook

GCM
SUN

Tech Specs

Product Type

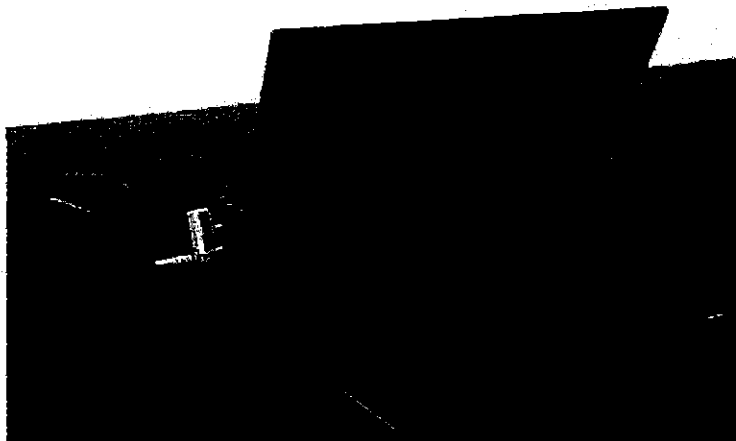
Security cable lock

Package Content

Carrying pouch, cable trap, wedge cable lock

Features

Combination lock



<http://www.noblelocks.com>



OSPA
AMENDED
Request for Proposals
Laptop and Accessories Acquisition
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS FOR ACQUISITIONS
LICITATION NUMBER - CDBG-DR-IFB-2018-02

A. All bidders will submit a BID BOND

The bid will be accompanied of a bid bond of five percent (5 %) of the amount of the bid and option of the bidder, which will be able to be by means of:

- a. Certified check, or
- b. Bank draft

GCW
AMR
The Bid Bond must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.

B. The successful bidder before commencing work or receiving a written notice to proceed with, or being allowed to start to work, must submit to the **Local Housing Authority* (Department of Housing, Puerto Rico Public Housing Administration) (LHA*)** original and two (2) certified copies of the hereafter mentioned insurance policies and/or bonds, thus including all endorsements and agreements required under the special contractual conditions as per the following:

(X) 1. State Insurance Fund Workmen's Compensation Insurance Policy

In accordance with the Workmen's Compensation Act No. 45, to facilitate its acquisition, the *LHA shall provide a letter to the successful bidder addressed to the State Insurance Fund.

(X) 2. Commercial General Liability (Broad Form) including the following Insurance Coverage

COVERAGE		LIMIT
I.	Commercial General Liability:	\$1,000,000.00
	• General Aggregate	\$2,000,000.00

COVERAGE		LIMIT
• Products & Complete Operations		\$1,000,000.00
• Personal Injury & Advertising		\$1,000,000.00
• Each Occurrence		\$1,000,000.00
• Fire Damage		\$100,000.00 (Any one Fire)
• Medical Expense		\$10,000 (Any one person)
II. Employer's Liability Stop Gap:		
• Bodily Injury by Accident Each Employee Each Accident		\$1,000,000.00 \$1,000,000.00
• Bodily Injury by Disease Each Employee Each Accident		\$1,000,000.00 \$1,000,000.00
III.	Personal Property under care, custody and control:	\$1,000,000.00
IV.	Garage Liability and Garage Keepers – Legal Liability Forms	\$1,000,000.00 (occ.agg)

(X) 3. Comprehensive Automobile Liability Form including the following insurance Coverages

LIMIT	
• Auto Liability - \$500,000.00	
• Physical Damages - \$500,000.00	
• Medical Payments - \$5,000.00	
The Commercial Auto cover must be applied to the following symbols:	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto - 8	
• Non-Owned Auto Liability - 9	

(X) 4. Payment and Performance Bond

- (X) a. A document for the total cost of the project under contract.
- (X) b. These bond must be issued by a surety appearing in the latest US Department of Treasury's Listing of Approved Sureties (Circular Letter 570) and authorized to do business in Puerto Rico.
- (X) c. Re-Insurance Agreements: The Acceptable Guarantor Company must provide the *LHA with a Certificate of Re-Insurance Agreement

listing the names of all participating guarantors, indicating the corresponding percentage (%) share of each of the risks pursuant to its written agreement. These must be listed in the latest Federal Register as Acceptable Trust Companies for Federal Bonds.

- (X) d. Certificate of Authority, Power of Attorney and Power of Attorney License issued by the Commissioner of Insurance.
- (X) 5. The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, Puerto Rico Public Housing Administration** and the **Government of Puerto Rico**.
 - (X) a. Breach of warranty
 - (X) b. Waiver and / or Release of Subrogation
 - (X) c. Additional Insured Clause
 - (X) d. Hold Harmless Agreement
 - (X) e. 90 Days Cancellation Clause

- (X) 6. ~~The insurance carrier or carriers which will present said certificates of insurance must have at least a B+ rating according to the Best Rating Guide.~~

C. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
2. All Bid Bonds must be issued by an Insurance Company authorized by the Insurance Commissioner of Puerto Rico and must be accompanied by the following documents:
3. Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
4. Power of Attorney, issued by the Insurer, in the name of its attorney-in-fact
5. Power of Attorney License, issued by the Commissioner of Insurance pursuant to the power of attorney issued by said Insurer.
6. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.

GCM
ADUR

7. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
8. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

D. IMPORTANT NOTICE TO INSURANCE AND SURETY COMPANIES AND THEIR REPRESENTATIVES

All insurance companies and all guarantors who issue policies or bonds under our special contractual conditions are subject to:

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. ~~To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide"~~
3. Submit to the *LHA a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the *LHA: Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered as provided in the Special Conditions of Insurance and bonds, part C.
8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of

GCM
XOUR

coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.

10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

E. EVIDENCE OF INSURANCE COVERAGE OF EACH SUBCONTRACTOR TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AS THE PRIME CONTRACTOR:

The successful bidder, as the prime contractor, has the duty to require each of the subcontractors or subcontractors to maintain in force all insurance policies and/or bonds necessary to cover their individual participation in the risk or risks related to the subcontracted work or service to be rendered.

Therefore, we emphasize that prior to commencing work or receiving written notice to proceed with such work or being authorized to commence work, the successful prime contractor has the responsibility to provide the *LHA with evidence to the effect that all insurance and/or bonds required under the special conditions or required under the sub-contract to each of the sub-contractors or sub-sub-contractors are current and duly approved by the Insurance Section of the *LHA.

All insurance policies shall remain in effect for the entire contractual period, so that with any order of change and/or amendment resulting in alteration of the original project completion date or total original cost, the prime contractor shall take the necessary steps to request the insurer to include such changes in all related insurance policies and/or bonds and to submit evidence by appropriate endorsements with effective dates. Cancellations without consent are not accepted.

The *LHA reserves the right to stop any work or service under contract until the breach of these requirements has been remedied, so that any delay in the performance of the contract based on any breach of the insurance coverage requirements shall be deemed the sole responsibility of the Main Contractor.

F. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS, FORM DV-OSPA-78-5

In the event of any conflict or difference in the description of coverage or in amounts or limits, etc., with respect to insurance requirements, the "Special Conditions of Insurance and Bonds" as set forth in this Form (DV-OSPA-78-5) shall prevail over any other insurance specifications.

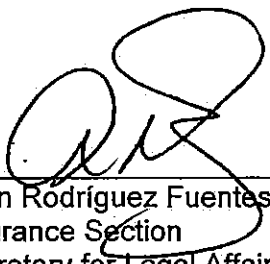
GCW
DUR

G. CERTIFICATE OF INSURANCE SECTION

We hereby certify, to our best knowledge and understanding, that we have prepared the aforementioned "Insurance and Bonds Special Conditions" after a proper evaluation of the related risks, based on the information of the nature of the project and description submitted to us, as requested by the Contracting Program through a written application.

DESCRIPTION OF THE SERVICES: Laptop and Accessories Acquisition

December 18, 2018
Date


Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

GCM
ASUR

Attachment F

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.

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 such changes and to ensure subcontracts terms and conditions are modified as necessary.

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 (Appropriations Act), under Public Law 115-56 of 2017, 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 contract 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:

- (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.

GCU
ABUR **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 (2013) (or 84.42 (2013), 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 contract, 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)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

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

All laborers and mechanics employed by CONTRACTORS or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the CONTRACTORS and subcontractors shall

comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

20. DAVIS-BACON ACT

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

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

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

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

21. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

GC
ADUR
If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the 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 contract 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 contract 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 contract, the CONTRACTOR agrees as follows:

1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6cy
ADW 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with 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 A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

GCW
ADW 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 contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

4) Agreement by the CONTRACTOR that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

GCW
SWR **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 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 bid, execute such contractual documents as may be required within the time specified.

GCW
JAN 2) A performance bond on the part of the CONTRACTOR for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.

3) A payment bond on the part of the CONTRACTOR for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the

parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4) The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

6cm
100K
5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. part 135.

6) Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to 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 state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

32. HATCH ACT

GCM
ADP 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 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 Work under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All the Work 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 Work. 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 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 work covered by this Contract shall be discharged or in any way discriminated against because he 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 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 is a member during the time he 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

GCM
AAR
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.

GCW
ADR