



GOVERNMENT OF PUERTO RICO
Department of Housing

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

**AGREEMENT FOR
OFFICE FURNITURE ACQUISITION
BETWEEN
THE PUERTO RICO DEPARTMENT OF HOUSING
AND
INTEGRATED DESIGN SOLUTIONS, INC**



THIS AGREEMENT FOR OFFICE FURNITURE ACQUISITION, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 20 of August, 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 **INTEGRATED DESIGN SOLUTIONS, INC** (hereinafter, the "CONTRACTOR"), with principal offices in Ave. Escorial Edif. 18, Mario Julia Ind. Park, San Juan, Puerto Rico, herein represented by Olga Marlen Díaz Bravo, in her capacity as Vice-President, of legal age, married and resident of San Juan, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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, Vol. 83, No. 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 former Governor of Puerto Rico, Ricardo Rosselló Nevárez, to the Honorable Benjamin Carson, Secretary of HUD, the PRDOH is the governmental agency designated by the former 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, Vol. 83, No. 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 former Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

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WHEREAS, the PRDOH is interested in contracting a firm that can supply office furniture for the PRDOH staff to be assigned for the implementation of programs under the CDBG-DR funds allocated to Puerto Rico as a result of the Hurricanes. The PRDOH will make an initial purchase of desks, tables and chairs upon contract execution. Additional furniture can be ordered by the PRDOH during the life of the contract.

WHEREAS, on May 1, 2019 the PRDOH issued Invitation for Bids (IFB) "CDBG-DR-IFB-2019-01 with CDBG DR funds. This request was placed through the CDBG-DR Website and Single Bid Register (Registro Único de Subasta, "RUS", for its Spanish acronym).

WHEREAS, the Evaluation Committee recommended **Integrated Design Solutions, Inc.** to perform the required services at a reasonable proposed cost to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the IFB. **(Attachment A)**

WHEREAS, the PRDOH desires to enter into an agreement with **Integrated Design Solutions, Inc.** to acquire equipment and office furniture 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 equipment contemplated under this Agreement **(Attachment B)**.

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 fixed fee contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Cost Form **(Attachment C)** and as the equipment is supplied. 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	Award Notice, from August 1, 2019
Attachment B	Scope of Work
Attachment C	Cost Form (May 31, 2019)
Attachment D	Proposal
Attachment E	Insurance Section (Form DV-OSPA-78-5)
Attachment F	HUD General Provisions

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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 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**, or expressed in days, three hundred **sixty-five (365) days** ending in August, 19, 2020

- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for four (4) additional terms of **twelve (12) months each**, or expressed in days, **three hundred sixty-five (365) days**, upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed a period of **five (5) years**, including options for renewal or extension.

III. SCOPE OF WORK

The CONTRACTOR will provide the services described in **Attachment B** of the 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 supplied equipment under this Agreement in accordance with the amounts described in **Attachment C** of this Agreement.
- D.** The PRDOH will pay the CONTRACTOR, for allowable supplied equipment during the term of this Agreement, a maximum amount not to exceed **THREE HUNDRED AND SIXTY EIGHT THOUSAND SIX HUNDRED FIFTY ONE DOLLARS AND THIRTY FIVE CENTS (\$368,651.35); Account Number R01A01ADM-DOH-NA 1400-43-000.**
- B.** Such payment shall be compensation for all supplied equipment required and accepted under this Agreement included in **Attachment B** and **Attachment C**.
- C.** Any additional funds to complete the equipment 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 equipment 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.
- 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:

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"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. PERFORMANCE WARRANTY

- (a) Contractor warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Contractor warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of Contractor's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Contractor submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require Contractor, at its sole expense, to:
 - 1. repair or replace Deliverables that do not meet specifications;
 - 2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 - 3. pay liquidated damages for any past due Deliverable; and
 - 4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

VI. FEDERAL FUNDING

The fulfillment of this Contract is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Contract must be made in accordance with this Contract, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, Contractor acknowledges that all funds are subject to recapture and repayment for non-compliance.

VII. RECAPTURE OF FUNDS

PRDOH may recapture payments it makes to Contractor that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor must refund such recaptured payments within 30 days after the PRDOH issues notice of recapture to Contractor.

VIII. OVERPAYMENT

Contractor shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Contractor shall reimburse such disallowed costs from funds other than those Contractor received under this Contract.

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IX. 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.

X. 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.

XI. OWNERSHIP AND USE OF DOCUMENTS

- 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.

XII. 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 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.

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- C. Record Retention and Transmission of Records to the PRDOH:** Prior to 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.

XIII. NON-DISCLOSURE AND CONFIDENTIALITY

- A. Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its CONTRACTOR (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by CONTRACTOR, its agents or representatives, in connection with PRDOH operations.
- B. Non-Disclosure:** CONTRACTOR agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell, market or disclose any Confidential Information to any third party, CONTRACTOR, corporation, or association for any purpose whatsoever. CONTRACTOR further agrees that, except as they relate to the normal course of the service, the CONTRACTOR will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. CONTRACTOR retains the right to control its work papers subject to these confidentiality provisions.
- C. Return Documents:** Upon receipt of written request from the PRDOH, CONTRACTOR will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in CONTRACTOR'S or its agent's possession. CONTRACTOR reserves the right to retain a set of its work papers.
- D. Equitable Relief:** The CONTRACTOR acknowledges and agrees that a breach of the provision of subparagraph B and C of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. The CONTRACTOR further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the CONTRACTOR agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

XIV. 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

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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.
- 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 (5) days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.

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- 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 himself 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.

XV. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties:

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1. 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).
 2. 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.

B. Liquidated Damages:

1. The CONTRACTOR shall pay to PRDOH, as liquidated damages, \$300 for each calendar day that the goods and services requested are late until deemed in compliance subject to a maximum of \$15,000 in accordance with **Attachment C**. 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 herein requested, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received 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 Bidder's obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and 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 to the Bidder, the amount of any such liquidated damages; and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Bidder shall be liable to pay the difference.

XVI. 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.

XVII. 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.

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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.

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 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.

XVIII. HOLD HARMLESS

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.

XIX. 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.

XX. 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.

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.

XXI. 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

Olga M. Díaz Bravo
909 Ave. Escorial
San Juan, PR 00920

XXII. 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.

XXIII. 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 on "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.

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.

XXIV. 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 implements 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 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.** The CONTRACTOR agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

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- G. 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.

XXV. 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 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

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Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.

- F. Compliance with Article 1 of Act No. 48-2013, as amended, 3 L.P.R.A. § 8611, note:** 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 Ombudsman and the Judicial Branch, a special contribution will be imposed equivalent to one point five (1.5%) percent of the total amount of said contract, which will be destined to the General Fund.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. 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.
- I. Compliance with Act No. 168-2000, as amended, 3 L.P.R.A. § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The CONTRACTOR hereby certifies that in signing this Agreement it is in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011". In connection with the possibility of a conflict of interest, this Act 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 former Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.
- K. Other payments or compensation:** The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

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

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

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

- 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.

XXVII. 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.

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- 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.
- 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.

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

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- 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.

XXIX. 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.

XXX. SUSPENSION AND DEBARMENT

- 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.

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>

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XXXI. 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.

XXXII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS & EXECUTIVE ORDERS

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**.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

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XXXVIII. 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.

XXXIX. 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.

XL. NON-WAIVER

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.

XLI. 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.

XLII. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

100B In the event that participating entities are consolidated or merged with another entity or agency, **Integrated Design Solutions, Inc.** will notify PRDOH of such action within **a fifteen (15) day** period of being notified of it. PRDOH will have **fifteen (15) days** to state its position. With PRDOH's written approval, **Integrated Design Solutions, Inc.** must ensure that the resulting entity becomes responsible for **Integrated Design Solutions, Inc.** tasks under this legal agreement. A timeframe of no more than **fifteen (15) days** from the date that any merger or consolidation becomes effective will be provided to make amendments or transitory changes, so that the tasks assigned to personnel at **Integrated Design Solutions, Inc.** under this Agreement are carried out by the resulting entity with little or no lapse in performance objectives and the ability to fulfill the scope of work for the program as outlined in the attachments B, C, D. **Integrated Design Solutions, Inc.** is to provide notice to any other agency or entity it may consider consolidating or merging with in advance, to advise and provide orientation on **Integrated Design Solutions, Inc.**'s duties under this Agreement and make the survival or transfer of those tasks a condition to any merger, consolidation, or dissolution involving **Integrated Design Solutions, Inc.** during the time span of this Agreement.

XLIII. 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.

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XLIV. 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.

XLV. 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 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*".

XLVI. 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.

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.

XLVII. 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:

[Handwritten signature]

- A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
- C. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
- D. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor. 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.

XLVIII. 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.

XLIX. 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.

L. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. secs. 97-98

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*.

[Handwritten signature]

LI. **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 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

INTEGRATED DESIGN SOLUTIONS, INC.



Fernando A. Gil-Enseñat, Esq.
Secretary



Olga Marlen Díaz Bravo
Vice-President
DUNS: 037841231





GOVERNMENT OF PUERTO RICO
Department of Housing

Award Notice
INVITATION FOR BIDS - CDBG-DR-IFB-2019-01
OFFICE FURNITURE ACQUISITION

August 1st, 2019

Tels. (787) 706-0201
Email: mdiaz@ids-pr.com

Mrs. Olga Marlen Díaz Bravo
Integrated Design Solutions, Inc.
909 Ave. Escorial
San Juan, PR 00920

Re: Invitation for Bids, CDBG-DR-IFB-2019-01
Office Furniture Acquisition

Dear Mrs. Olga Marlen Díaz Bravo,

On May 1, 2019, the Puerto Rico Department of Housing ("PRDOH") issued an Invitation for Bids ("IFB"), CDBG-DR-IFB-2019-01 for Office Furniture Acquisition ("IFB-2019-01"), seeking to request sealed bids from qualified individuals and/or legal entities for the acquisition of office furniture for the use of PRDOH personnel at the Community Development Block Grant Disaster Recovery ("CDBG-DR") headquarters.

OMB In response to IFB-2019-01, Integrated Design Solutions, Inc. ("IDS"), submitted a Bid to the PRDOH on June 3, 2019. 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 IFB-2019-01 decided to award the IFB to Integrated Design Solutions, Inc., a responsive and responsible firm whose Bid is the most advantageous and complied with the overall requirements of the solicitation set forth in the IFB-2019-01 (**Exhibit I**).

In addition to IDS's Bid, the PRDOH received four more offers for a total of five bids in response to the IFB. The Procurement Office evaluated the Bids based on the criteria stated in the IFB. Initial evaluation considered the Mandatory Requirements stated in Section 6 of the IFB. Pursuant to the terms of the IFB, the evaluation of the Mandatory Requirements will establish the "Responsible Bidders" who are to comply with the required goods and services being requested.

606 Barbosa Avenue, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 | P.O. Box 21365 San Juan, PR 00928-1365
Tel: (787)274-2527 | www.vivienda.pr.gov



A total grading of 80% or more was required to obtain a rating of Pass. On July 2, 2019 the Procurement Office took the determination to modify the Pass grading score from 80% to 70%. This, in conformity with the dispositions of Section 6.1.8. of the IFB and to promote the full and open competition principle. A summary of the results of the evaluation of each Bidder is shown in the table below:

Table 1: Bids Evaluation Summary

Bidder	Bid Amount	Mandatory Requirements	Score	Specifications
Distribuidora Blanco, Inc.	\$377,669.39	Pass	73.89%	Responsive
Integrated Design Solutions, Inc.	\$368,651.35	Pass	87.33%	Responsive
Office Gallery, LLC	\$376,315.00	Fail	85.11%	N/A
J Saad Nazer, Inc.	\$394,845.00	Fail	68.56%	N/A
Girard Manufacturing, Inc.	\$699,586.00	Fail	30.00%	N/A

The "Responsive" Bidders were evaluated in terms of compliance with the specifications stated in the IFB for the Office Furniture Equipment. Afterwards, a comparison of the prices submitted shows that Integrated Design Solutions, Inc., offered the lowest price and was considered to be responsive and responsible while complying with the overall requirements of the solicitation.

The list of Bidders, which is attached hereto and made an integral part hereof as **Exhibit II**, details the names, addresses and contact information of all Bidders that submitted a Proposal in response to IFB-2019-01.

Any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the CDBG-DR Manual, may file a petition for reconsideration with the PRDOH Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, as amended, Uniform Administrative Procedure Act. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the PRDOH. The Review Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days.

If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by

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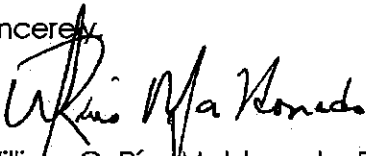
law, the motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

An original and two copies of the motion for reconsideration shall be filed to the Secretary of the Review Board, and a copy thereof shall be filed with the Bid Board.

Any Respondent that considers itself adversely affected by this Notice or the determination of the Review Board on a request for reconsideration, may file a request for judicial review before the Court of Appeals within twenty (20) calendar days from the date of deposit of the corresponding notice with the U.S. Postal Service, or within twenty (20) days from the date of expiration of the term, hence deemed denied as of right, set forth in Section 4.2 of Act 38-2017.

This Award Notice does not represent a contract or constitute a contractual relationship between the PRDOH and your firm.

Sincerely,



William G. Ríos Maldonado, Esq.
Director
CDBG-DR Procurement Office

Attachments

cc:

0 MDB
Mrs. Luz M. Acevedo Pellot, P.E.
Chairman

Ms. Niurka E. Rivera Rivera

Mr. Joel Ayala Martínez, Esq.

Mr. José Torres Echevarría

Mr. César Candelario Candelario

Mrs. Adalgisa Polanco Reyes
Secretary

I hereby certify that this notice of award was delivered to all Bidders listed in **Exhibit II**.

Receipt Number: 7004 2510 0007 0098 5141





Puerto Rico Department of Housing
Office Furniture Acquisition
CDBG-DR-IFB-2019-01

Bid Board Resolution

Date: July 29, 2019

Time: 4:13pm

The Bid Board, with quorum duly constituted, pursuant Article II, Section 1, (e) of Regulation No. 9075, Procurement Manual and Contractual Requirements for CDBG-DR (CDBG-DR Procurement Manual), upon evaluation of the recommendation issued by the CDBG-DR Procurement Office regarding the process for the Invitation for Bid to procure Office Furniture (CDBG-DR-IFB-2019-01), has decided to award the CDBG-DR-IFB-2019-01 to **Integrated Design Solutions, Inc.** a responsive and responsible firm whose Bid is the most advantageous to the PRDOH in terms of price and other evaluation factors. This award would result in the execution of an agreement with a total cost of **\$368,651.35** and a **1-year contract term for the goods and services**.

The Puerto Rico Department of Housing ("PRDOH") issued an Invitation for Bid ("IFB") to procure Office Furniture (CDBG-DR-IFB-2019-01). The purpose of the Office Furniture Acquisition is for the use of current PRDOH staff dedicated to the CDBG-DR program. Currently, the staff is using the Office Furniture of other sections within the PRDOH. As staffing needs are augmented and filled, there will be a lack of Office Furniture to accommodate the employees.

The Notice for the IFB-2019-01 was published on May 1, 2019 through the Registro Único de Subastas del Gobierno ("RUS" by its Spanish acronym) and CDBG-DR website.

The Bid Opening Process took place at the date and time established in the IFB Schedule, as amended by Addendum No. 2, on June 3, 2019 at 10:02 a.m. The following entities submitted Bids:

1. Office Gallery LLC at 9:19 a.m.
2. Distribuidora Blanco, Inc. at 9:20 a.m.
3. J Saad Nazer, Inc. at 9:22 a.m.
4. Girard Manufacturing, INC. at 9:24 a.m.
5. Integrated Design Solutions, INC. at 9:38 a.m.

The Procurement Office evaluated the Bids based on the criteria stated in the IFB. Initial evaluation considered the Mandatory Requirements stated in Section 6 of the IFB. Pursuant to the terms of the IFB, the evaluation of the Mandatory Requirements will establish the "Responsible Bidders" who are to comply with the required goods and services being requested herein.

On June 19, 2019, Kreston PR submitted its Communication over the Evaluation of the Financial Requirements per Section 6.1.8. (Table 1)

Table 1: Proposer Financial Evaluation

Bidder	Bid Amount	Grading Score (%)
Office Gallery, LLC.	\$376,315.00	85.11%
Distribuidora Blanco, Inc.	\$377,669.39	73.89%
J Saad Nazer Inc.	\$394,845.00	68.56%
Girad manufacturing Inc.	\$699,586.00	30.00%
Integrated Design Solutions, Inc.	\$368,651.35	87.33%

The following Bidders obtained a rating of Pass (80 % or greater) based on the results of Kreston PR evaluation:

1. Integrated Design Solutions, Inc. with a total grading of 87.33%
2. Office Gallery, LLC with a total grading of 85.11%

The PRDOH reserved its right, without limitations, to modify the requirements of the information, request additional information or clarification during the evaluation process, and, if appropriate, modify the minimum score requirements all in the best interest of PRDOH's obligations. On July 2, 2019, the Procurement Office notified Kreston PR its determination to modify the Pass grading score from 80% to 70%. This, in conformity with the dispositions of Section 6.1.8. of the IFB and to promote the full and open competition principle. As result, the following three Bidders obtained a rating of Pass based on the results of Kreston PR and the terms of the IFB:

1. Integrated Design Solutions, Inc. with a total grading of 87.33%
2. Office Gallery, LLC with a total grading of 85.11%
3. Distribuidora Blanco, Inc. with a total grading of 73.89%

According to the IFB requirements, failure to comply with each of the Mandatory Requirements of the IFB will result in the Bid being rejected by the PRDOH.

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Table 2: Mandatory Requirements Evaluation

Mandatory Requirements	Proposers				
	Office Gallery, LLC	Distribuidora Blanco, Inc.	J. Saad Nazer Inc.	Integrated Design Solutions, Inc.	Girard Manufacturing Inc.
Bid Submission	Pass	Pass	Pass	Pass	Pass
Bidder Identification	Pass	Pass	Pass	Pass	Pass
Capacity to Provide Services	Pass	Pass	Pass	Pass	Fail
Listing of work/ Services Performed	Fail	Pass	Pass	Pass	Pass
Equipment Documentation	Pass	Pass	Fail	Pass	Pass
Letter from the Manufacturer	Pass	Pass	Pass	Pass	Fail
Organizational Documentation	Pass	Pass	Pass	Pass	Pass
Financial Information	Pass	Pass	Fail	Pass	Fail
Bid Bond	Pass	Pass	Fail	Pass	Pass
Conflict of Interest	Pass	Pass	Pass	Pass	Fail
Other Required Documents	Pass	Pass	Pass	Pass	Pass

Therefore, no additional evaluation or consideration was given to the Bid submitted by J Saad Nazer, Inc, Girard Manufacturing, Inc. and Office Gallery, LLC,; the Bidders failed to comply with the Mandatory Requirements stated in Section 6.1.4. of the IFB. In addition, on June 26, 2019, Girard Manufacturing, Inc. notified that the entity will no longer continue to participate as a bidder because of its Bid were at a very high price compared to the other companies.

Distribuidora Blanco, Inc. and Integrated Design Solutions complied with the specifications stated in the IFB for the Office Furniture Equipment as summarized in Table 3 both entities comply with all Mandatory Requirements in Section 6 and were found responsive for purposes and Scope of Work of the IFB.

Table 3: Summary of the responsive proposals

Bidder	Bid Ammount	Mandatory Requirements	Specifications
Distribuidora Blanco, Inc.	\$377,669.39	Pass	Responsive
Integrated Design Solutions, Inc.	\$368,651.35	Pass	Responsive

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The PRDOH prepared an Independent Cost Estimate (ICE) for the IFB in the amount of \$765,188.80 using market prices and past experiences with this type of services. Integrated Design Solutions, Inc., submitted the lowest Bid for the amount of \$368,651.35.

Upon evaluation of the Bid submitted by Integrated Design Solutions, Inc., PRDOH's Procurement Office concluded the Bidder is considered to be responsive and responsible while complying with the overall requirements of the solicitation. Based upon said evaluation, the Director of the CDBG-DR Procurement Office, William G. Ríos-Maldonado, Esq., recommended an award be issued to Integrated Design Solutions, Inc. for the Furniture Acquisition Invitation for Bid under CDBG-DR.

The Bid Board Resolution shall be notified to all persons or legal entities who submitted Bids in response to the IFB-2019-01. The Award Notice shall indicate that any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the CDBG-DR Procurement Manual, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedure Act. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request to all the parties in the procedure and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

The mere presentation of a Request for Reconsideration will not have the effect of halting the contested award. The Bid Review Board may or may not consider the Request for Reconsideration. The terms in relation to this action or lack of action, as well as its Judicial review, if any, shall be those established in Act 38-2017, supra.

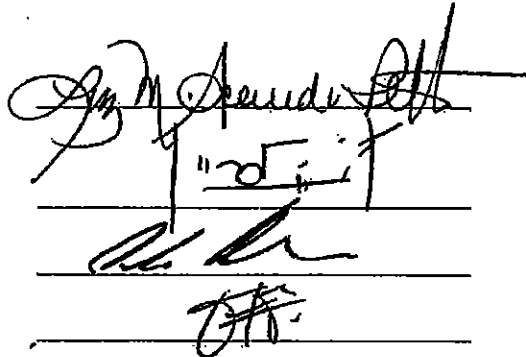
Signed by:

0-128
Luz M. Acevedo Pellot, P.E.
President, Bid Board

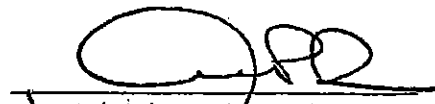
Joel Ayala Martínez, Esq.

César Candelario Candelario

Omar Figueroa Vázquez, Esq.



CERTIFICATION: I hereby certify that I have delivered the original of the Resolution to William G. Ríos-Maldonado, Esq., Procurement Director under CDBG-DR, on this 31 of July, 2019.



Adaigisa Polanco Reyes
Secretary, Bid Board





09/18

Community Development Block Grant – Disaster Recovery

INVITATION FOR BIDS
OFFICE FURNITURE ACQUISITION
CDBG-DR-IFB-2019-01

EXHIBIT II - LIST OF RESPONDENTS

No.	Bidder Name	Contact Name	Address	Email & Telephone No.	Bid Amount
1	Distribuidora Blanco, Inc.	Mr. Iván Velázquez Mercado	PO Box 192672 San Juan, PR 00919-2672	distblanco@yahoo.com (787) 798-2649	\$377,669.39
2	Integrated Design Solutions, Inc.	Mrs. Olga Marlen Díaz Bravo	909 Ave. Escorial San Juan, PR 00920	mdiaz@ids-pr.com (787) 706-0201	\$368,651.35
3	Office Gallery, LLC	Mrs. Glorimel Rivera Santos	PO Box 1815 Cidra, PR 00739	o.gallery@hotmail.com (787) 286-5775	\$376,315.00
4	J Saad Nazer, Inc.	Mr. Javier De Jesús Rodríguez	PO Box 29085 San Juan, PR 00929	vsaad@jsaادنazer.com Javier.de.jesus@live.com (787) 763-0303	\$394,845.00
5	Girard Manufacturing, Inc.	Mr. José A. Casal	PO Box 10378 San Juan, PR 00922-0378	girard@caribe.net (787) 886-0425	\$699,586.00

File



GOVERNMENT OF PUERTO RICO
Department of Housing

ATTACHMENT 2
SCOPE OF WORK
Invitation for Bids
Office Furniture Acquisition
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-IFB-2019-01

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 office furniture for PRDOH staff to be assigned for the implementation of programs under the Community Development Block Grant – Disaster Recovery (CDBG-DR) grant(s). The PRDOH will make an initial purchase of desks, tables and chairs upon contract execution. Additional furniture can be ordered by the PRDOH during the life 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 office furniture equipment must be compatible with each other. Same manufacturer for all equipment is preferred to simplify the management of service warranties.
- 2.2.** Provider must have competent 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 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 office furniture 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.

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[Signature]

- 2.6. The Office Furniture must possess a contemporary style and its materials must be environment-friendly, composites, thermoplastics, plastics, resins and polymers with metal support components and assemblies. Natural wood products will not be considered.
- 2.7. The Bidder will be responsible of providing available range of colors and finishes.
- 2.8. The Bidder will be responsible of providing the office furniture items included in the Office Furniture Schedule on Section 3. Office Furniture Equipment Schedule on this IFB.
- 2.9. Provider shall appoint a single point of contact to the PRDOH for all services related to the equipment.
- 2.10. All equipment must be provided with all internal components properly installed and configured (e.g. memory modules).
- 2.11. Provider must maintain the unit prices for the office furniture equipment throughout the life of the contract. No adjustments, once contract is executed, will be allowed.

3. Office Furniture Equipment Schedule

Id.	Item	Description	Qty.
1	Rectangular Fixed Table	Rectangular Table with (2) Y-Legs, Laminate Top, 72" W x 30" D.	5
2	Training Table	Rectangular C-Leg Table, 60" W x 24" D x 28.75" H, Work Height, Laminate Flip Top, Casters	20
3	Round Table	Round Table with X Base, Laminate Top, Standard Desk Height, 36" Dia.	15
4	Training Chair	Stacking chair, Fixed Arms, Upholstered Seat and Glides.	100
5	Work Chair	5-star Base, Standard Cylinder, Back Support, Breathable Mesh Seat, Upholstered Seat and Casters.	54
6	Executive Chair	5-Star Base, Standard Cylinder, Breathable Mesh Seat, Ergonomic Back and Lumbar Support, Casters and Headrest.	150
7	Executive Work Desk	L-Shape, Worksurface/Executive Desk Unit, Rectangular, Laminate Top 72" W x 30" D, with grommet and Side Top 60" W x 24" D, Sliding Door Overhead Cabinet Wall Mount, Dividends Front, Steel Door, 60" W x 14" H, with	23

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[Handwritten Signature]

Id.	Item	Description	Qty
		lock. (Note: same material and finish as credenza.)	
8	Credenza	Credenza, Single Depth, with Steel Sliding Door and Box Drawer, Laminate Top, 60" W, with Lock. (Note: same material and finish as desk.)	66
9	Work Desk	Worksurface/Desk Unit, Rectangular, Laminate Top 60" W x 30" D, with grommet. (Note: worksurface/desk with matching credenza.)	36
10	Modular Office Cubicle	Modular Worksurface (cubicle) 60" W x 60" D x 64" H, with modular components and accessories. Privacy panel assembly. Wall storage unit and file/drawer cabinet.	100
11	Adjustable Height Rectangular Worktable	Adjustable Height, C-Leg Table Base, Fixed Width 48" W x 24" D, Casters (for use with 42 x 24 D nominal top).	10

4. Warranty

4.1. Full warranty on parts and accessories shall be defined as the manufacturer's standard limited warranty and shall otherwise be equal to or exceed that offered to the general public. All warranties shall become effective on the date the items are accepted by PRDOH.

4.2. All defective items must be replaced within five (5) days at no additional cost to PRDOH.

5. Delivery Schedule

5.1. PRDOH will make an initial purchase of the following furniture upon contract execution:

Id.	Item	Description	Qty
1	Rectangular Fixed Table	Rectangular Table with (2) Y-Legs, Laminate Top, 72" W x 30" D.	5
2	Training Table	Rectangular C-Leg Table, 60" W x 24" D x 28.75" H, Work Height, Laminate Flip Top, Casters	20

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Id.	Item	Description	Qty.
3	Round Table	Round Table with X Base, Laminate Top, Standard Desk Height, 36" Dia.	15
4	Training Chair	Stacking chair, Fixed Arms, Back Support, Breathable Mesh Seat, Upholstered Seat and Glides.	60
5	Work Chair	5-Star Base, Standard Cylinder, Fixed Arms, Upholstered Seat and Casters.	30
6	Executive Chair	5-Star Base, Standard Cylinder, Fixed arms, Breathable Mesh Seat, Ergonomic Back and Lumbar Support, Casters and Headrest.	84
7	Executive Work Desk	L-Shape, Worksurface/Executive Desk Unit, Rectangular, Laminate Top 72" W x 30" D, with grommet and Side Top 60" W x 24" D, Sliding Door Overhead Cabinet Wall Mount, Dividends Front, Steel Door, 60" W x 14" H, with lock. (Note: same material and finish as credenza.)	14
8	Credenza	Credenza, Single Depth, with Steel Sliding Door and Box Drawer, Laminate Top, 60" W, with Lock. (Note: same material and finish as desk.)	48
9	Work Desk	Worksurface/Desk Unit, Rectangular, Laminate Top 60" W x 30" D, with grommet. (Note: worksurface/desk with matching credenza.)	20
10	Modular Office Cubicle	Modular Worksurface (cubicle) 60" W x 60" D x 64" H, with modular components and accessories. Privacy panel assembly. Wall storage unit and file/drawer cabinet.	50
11	Adjustable Height Rectangular Worktable	Adjustable Height, C-Leg Table Base, Fixed Width 48" W x 24" D, Casters (for use with 42 x 24 D nominal top).	10

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5.2. Additional office furniture to be ordered by the PRDOH during the life of the contract.

5.3. All purchases to be delivered to the PRDOH Headquarters within sixty (60) 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.

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- 6.2. Provider, upon delivery of equipment to the PRDOH, must provide a printed and digital technical specifications list with equipment serial number by model and configurations.

END OF SCOPE OF WORK

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GOVERNMENT OF PUERTO RICO

Department of Housing

Exhibit L

COST FORM

Invitation for Bid

Office Furniture Acquisition

Community Development Block Grant – Disaster Recovery

CDBG-DR-IFB-2019-01

Name of Bidder: Integrated Design Solutions

Id.	Item Equipment (1)(2)(3)	Qty.	Unit Cost	Total (4)
1	Rectangular Fixed Table	5	\$396.42	\$1,982.10
2	Training Table	20	\$516.29	\$10,325.80
3	Round Table	15	\$217.19	\$3,257.85
4	Training Chair	100	\$84.59	\$8,459.00
5	Work Chair	54	\$294.23	\$15,888.42
6	Executive Chair	150	\$337.80	\$50,670.00
7	Executive Work Desk	23	\$1,406.18	\$32,342.14
8	Credenza	66	\$629.42	\$41,541.72
9	Work Desk	36	\$345.81	\$12,449.16
10	Modular Office Cubicle	100	\$1,855.90	\$185,590.06
11	Adjustable Height Rectangular Worktable	10	\$614.51	\$6,145.10
Total Bid Price (5)(6)				\$368,651.35

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 office furniture as stated in the Scope of Work upon contract execution. Additional office furniture to be ordered by the PRDOH during the life of the contract.
- (6) All equipment to be delivered to PRDOH Headquarters within sixty (60) calendar days from the date the request is sent to the Provider by the PRDOH.

Olga Marlen Díaz Bravo
Bidder's Authorized Representative Signature

05-31-2019
Date

Olga Marlen Diaz Bravo
Bidder's Authorized Representative Printed Name

[Handwritten Signature]



GOVERNMENT OF PUERTO RICO
Department of Housing

**Office Furniture Acquisition under the Community Development Block
Grant Disaster Recovery
Bid No. CDBG-DR-IFB-2019-01**

OMBB

Date: June 3, 2019

Integrated Design Solutions, Inc.
Olga Marlen Díaz Bravo
Vice-President
Phone: 787-706-0201
Postal Address: 909 Avenida Escorial
San Juan, PR 00920

ORIGINAL

IDS

Company Profile

Founded on October 5th, 1999, Integrated Design Solution's purpose is to design spaces and provide state of the art contract furniture that improves work effectiveness and the organizational environment.

By integrating various design disciplines and by offering the best contract furniture available in the market, the company has obtained many accomplishments with clients all over Puerto Rico, the Caribbean and the United States.

Integrated Design Solutions is the sole authorized representative of Teknion Furniture Systems, and handles all of its worldwide clients in the area.

Our most recent jobs with Teknion's products have been about the development of working environments that evoke teamwork and effectiveness. Our success has transcended all types of private, institutional and educational organizations, positioning us as the most important Teknion Furniture Systems' distributor of its International Markets Division.

Our company is composed of highly trained designers, architects, administrative and technical personnel specialized in the contract furniture industry. We also have certified teams of installers and service personnel that exceed 20 people.

UMBB
Our solid service base allows us to establish excellent strategic alliances with our clients and suppliers. In that way, important values are created among all parts and expectations become clear and obtainable, making our job one that is based on real client necessities and not on simple furniture provision.

Our vision of the future, together with Teknion, is one where the work environment works as a catalytic agent for the development of ideas and in which innovation flows and supports creativity, productivity and the wellbeing the people at work.

Centro Internacional de Mercadeo
Torre II, Suite 405
Guaynabo, PR 00968

90 Carr. 165 Suite 405
Guaynabo, PR 00968-8058

T 787-706-0201
F 787-706-0227

customerservice@ids-pr.com
www.ids-pr.com

Integrated design, infinite possibilities

Teknion

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THIS CERTIFIES THAT

Integrated Design Solutions, Inc.
dba Integrated Design Solutions, Inc.



* Nationally certified by the: **PUERTO RICO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 453210; 337121; 442299; 442110; 453930

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/29/2019

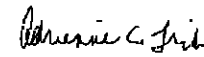
Issued Date


PR01236

Certificate Number

06/26/2020

Expiration Date


Adrienne Trimble



Jacqueline Marie Matos

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

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GOVERNMENT OF PUERTO RICO
Department of Housing

Bidder's Initials: OMDB

EXHIBIT B
STATEMENT OF THE BIDDER
Invitation for Bid
Office Furniture Acquisition
Community Development Block Grant – Disaster Recovery
CDBG-DR-IFB-2019-01

1. Bidder Statement:

- 1.1. The undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of work, and with the specifications (including the IFB and all documents attached thereto) and Addenda issued, if any, hereby proposes to furnish all labor, materials, equipment, and services for **Invitation for Bid No. CDBG-DR-IFB-2019-01: Office Furniture Acquisition**.
- 1.1.1. The PRDOH will make an initial purchase of desks, tables and chairs upon contract execution. Additional furniture to be ordered by the PRDOH during the life of the contract.
- 1.1.2. All purchases to be delivered to PRDOH Headquarters within thirty (30) calendar days from the date the request is sent to the Bidder by PRDOH.
- 1.1.3. For the execution of the contract, the undersigned offers the Bid Price in **Exhibit I (Cost Form)**.

The total Bid Price is: three hundred sixtyeight thousand six hundred fiftyone dollars
(Spelled out dollar amount of Bid)

(\$368,651.35)

(Currency dollar amount of Bid)

- 1.2. In submitting this Bid it is understood that the right is reserved by the PRDOH to reject any and all bids. If written notice of the acceptance of bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract on the prescribed form and furnish the required bond within ten (10) days after the contract is resented to him for signature.

- 1.3. Security in the sum of: eighteen thousand four hundred thirty two dollars dollars
(Spelled out dollar amount of security)

(\$18,432.56)

(Currency dollar amount of security)

in the form of: BID BOND

(Form of security submitted by the Bidder)

is submitted herein in accordance with the IFB.

- 1.4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Bid or any other Bid or the submitting of Bids for the contract for which this Bid is submitted.
- 1.5. The Bidder represents he/she/they [☒ has/have] [☐ has/have not] participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein or the clause originally contained in Section 301 of Executive Order Number 10925 or the clause in Section 201 of Executive Order Number 11114; that he/she/they [☒ has/have] [☐ has/have not] filed all required compliance reports; and that representations indicating submission of required reports, signed by subcontractors, will be obtained prior to subcontract awards. The Bidder further represents that he will, if required, submit, and required subcontractors to submit a compliance report prior to the award of the contract or subcontract.

J. G. E.

Bidder's Initials: OMDB

2. Bidder Identification:

2.1. Bidder Identification:

<u>Integrated Design Solutions, Inc.</u> (Legal Name)	<u>1999</u> (Year of Establishment)	<u>[REDACTED]</u> (Tax ID)
		<u>037841231</u> (D-U-N-S Number)

2.2. The following named person is hereby authorized to bind the Bidder in matters related to the Contract:

<u>Olga Marlen Diaz Bravo</u> (Name)	<u>Vice-President</u> (Position)
---	-------------------------------------

2.3. Physical Address:

<u>Ave. Escorial Edif. 18</u> (Address Line 1)		
<u>Mario Julia Ind. Park</u> (Address Line 2)		
<u>Puerto Nuevo</u> (City)	<u>PR</u> (State)	<u>00920</u> (Zip Code)

2.4. Mailing Address:

<u>909 Ave. Escorial</u> (Address Line 1)		
<u></u> (Address Line 2)		
<u>San Juan</u> (City)	<u>PR</u> (State)	<u>00920</u> (Zip Code)

2.5. Contact Information:

<u>787-706-0201</u> (Telephone Number)	<u>787-706-0227</u> (Facsimile Number)	<u>mdiaz@ids-pr.com</u> (Email Address)
---	---	--

2.6. The Bidder is a:

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (Specify)
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Joint Venture	

2.7. If a corporation, indicate all that apply:

<input type="checkbox"/> Publicly Held	<input checked="" type="checkbox"/> Privately Held	<input type="checkbox"/> Subsidiary
--	--	-------------------------------------

JGE

Bidder's Initials: OMDB

2.8. **Officers and Directors:** Detail the names, telephone numbers, and email addresses of the officers, directors, members, and any partners of the Bidder.

Name	Telephone	Email	Officer	Director	Member	Partner
David Rodriguez-President	[REDACTED]	drodriguez@ids-pr.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O Marlen Diaz- Vice-Pres	[REDACTED]	mdiaz@ids-pr.com	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ana Morales-Sales Manager	[REDACTED]	amorales@ids-pr.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose David Lebron-Operations Manager	[REDACTED]	jlebron@ids-pr.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jullymar Jimenez-Comptroller	[REDACTED]	jjimenez@ids-pr.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. **Capacity to Provide Services:**

3.1. Has the Bidder been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions and/or administrative complaints or proceedings that where commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Bid Due Date?

☒ No ☐ Yes (See Attachment _____)

If the answer to this question is "yes", state for each such suit, action, investigation or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation or proceeding; (g) the disposition or current status; and (h) any sentence, fine or other penalty imposed on additional sheets attached to this Statement of the Bidder. Also include an opinion from an attorney discussing whether the Bidder's work will be impacted by the liligation.

John

Bidder's Initials: *UMDB*

4. **Listing of Work/Services Performed:** The following are three (3) "Similarly Sized" supply projects performed within the past two (2) years by the Bidder. "Similarly Sized" means that the Bidder has provided logistic for delivery, configuration, and servicing for equipment such as that stated in the IFB.

ID	Client Name	Work Description and Deliverables	Contract Amount	Contract Term (In Months)	Status	Completion Date	Contact Person	Contact Person Phone Number
1	Departamento de Justicia de PR	New Office Building located in Avenida Jesus T Piñero. Workstations, Modular offices, Executive Offices, Conference Rooms, Receptions, Break Areas, High Density Filing Systems for the new DOJ Hato Rey Facilities consisting of 8 Floors with aprox. 500 workstations	\$3,050,000.00	7	Completed	December 2018	Arvin Flores and/or Lilliam Sánchez	787-381-3545 / 787-721-2900
2	Boston Scientific	Dorado Facilities - Remodeling of New Facilities with open layout architecture workstations, offices. New collaborations areas, conference rooms and huddle rooms.	\$527,000.00	6	Completed	January 2018	Olga González and/or Marcelino Bellran	787-548-0151 / 787-218-0953
3	Medtronic	Major remodelations at Juncos and Humacao Facilities. New Office Furniture, open workstations and expansions of new Facilities	\$345,782.00	12	On going		Eva Vera and/or Eddle Varela	787-248-2833 / 787-245-9629

John

Bidder's Initials: OMDB

5. Acknowledgement of Addenda

5.1. The Bidder hereby acknowledges the receipt of the following Addenda:

Addendum No.	Date Issued	Addendum No.	Date Issued
1	5/21/2019		
2	5/24/2019		

6. Under Oath Certification:

The undersigned represents, warrants, and certifies on behalf of the Bidder that:

- a) The information contained in the Bid is true and complete,
- b) The Bid has been duly and properly authorized for submission by the Bidder, and
- c) In its preparation and development of the Bid, the Bidder has not, directly or indirectly, solicited or received any advice, assistance, or information concerning the Bid from any representative of the PRDOH, or its agents or contractors, which was not equally available to other Bidder and which might contribute to an actual or potential competitive advantage for the Bidder.

In witness thereof, the Bidder has executed this Statement of the Bidder this 30 day of May, 2019.

If Entity is an individual:

OMDB

(Signature of Individual)

N/A

(Printed Name of Individual)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

[Remainder of Page Left Blank Intentionally]

[Handwritten Signature]

Bidder's Initials: OMdB

If Entity is a sole partnership or operates under a trade name:

N/A
(Printed Name of Firm)

By: _____
(Authorized Representative's Signature)

(Printed Name of Authorized Representative)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

If Entity is a partnership or joint venture:

N/A
(Printed Name of Partnership or Joint Venture)

By: _____
(Signature of General Partner)

(Printed Name of General Partner)

(Address Line 1)

(Address Line 2)

(City) (State) (Zip Code)

[Remainder of Page Left Blank Intentionally]

OMdB

Joe

Bidder's Initials: OMDB

If Entity is a corporation:

Integrated Design Solutions
(Printed Name of Corporation)

909 Ave. Escorial
(Corporate Address Line 1)

(Corporate Address Line 2)

San Juan PR 00920
(City) (State) (Zip Code)

By: *Olga Marlen Diaz Bravo*
(Signature of Officer)

Olga Marlen Diaz Bravo
(Printed Name of Officer)

Vice- President
(Title of Officer)

Attest: *Olga Marlen Diaz Bravo*
(Secretary)

[CORPORATE SEAL]

IDS
Integrated Design Solutions, Inc.
October 8, 1999
108,388

(Jurisdiction of Incorporation)

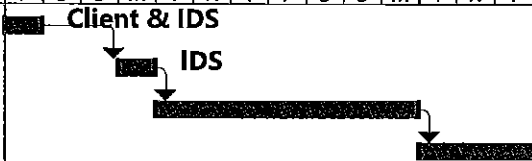
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OFFICE FURNITURE PROJECT PLAN
OFFICE FURNITURE ACQUISITION UNDER CDBG-DR

By: José David Lebrón

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors	T	F	S	Jun 23, '19							Jun 30, '19						
											S	M	T	W	T	F	S	S	M	T	W	T		
1		★	Contract and deposit	1 day	Fri 6/21/19	Fri 6/21/19																		
2		★	Order	1 day	Mon 6/24/19	Mon 6/24/19	1																	
3		★	Order review	5 days	Tue 6/25/19	Mon 7/1/19	2																	
4		★	Production	20 days	Tue 7/2/19	Mon 7/29/19	3																	
5		★	Shipping	10 days	Tue 7/30/19	Mon 8/12/19	4																	
6		★	Delivery and installation	7 days	Tue 8/13/19	Wed 8/21/19	5																	



Project: Project1 Date: Fri 5/31/19 	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

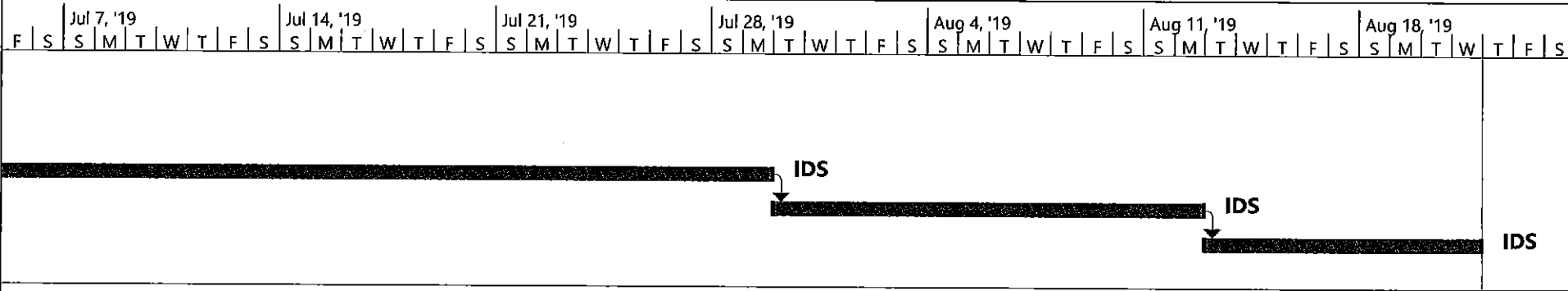
Fri 6/21/19



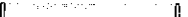

















Wed 8/21/19



OFFICE FURNITURE PROJECT PLAN
OFFICE FURNITURE ACQUISITION UNDER CDBG-DR

By: José David Lebrón



Project: Project1 Date: Fri 5/31/19 	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

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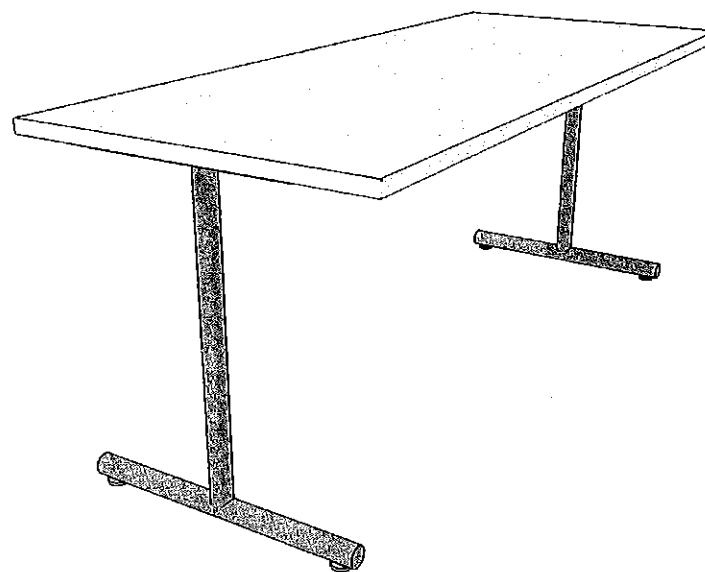
Subasta Office Furniture Acquisition

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Rectangular
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01/2023

Training Table



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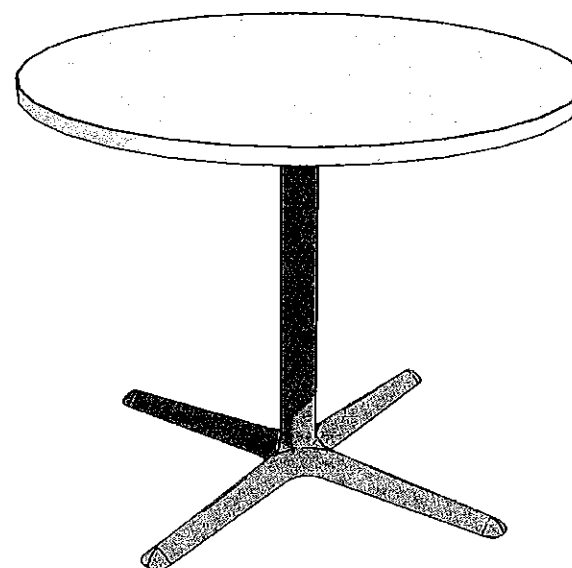
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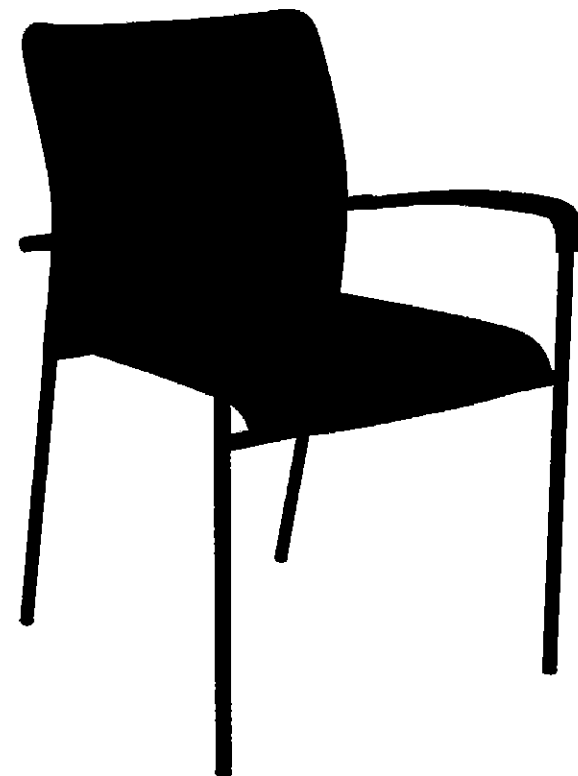
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Training Chair



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07-10-13

Work Chair



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Executive Chair



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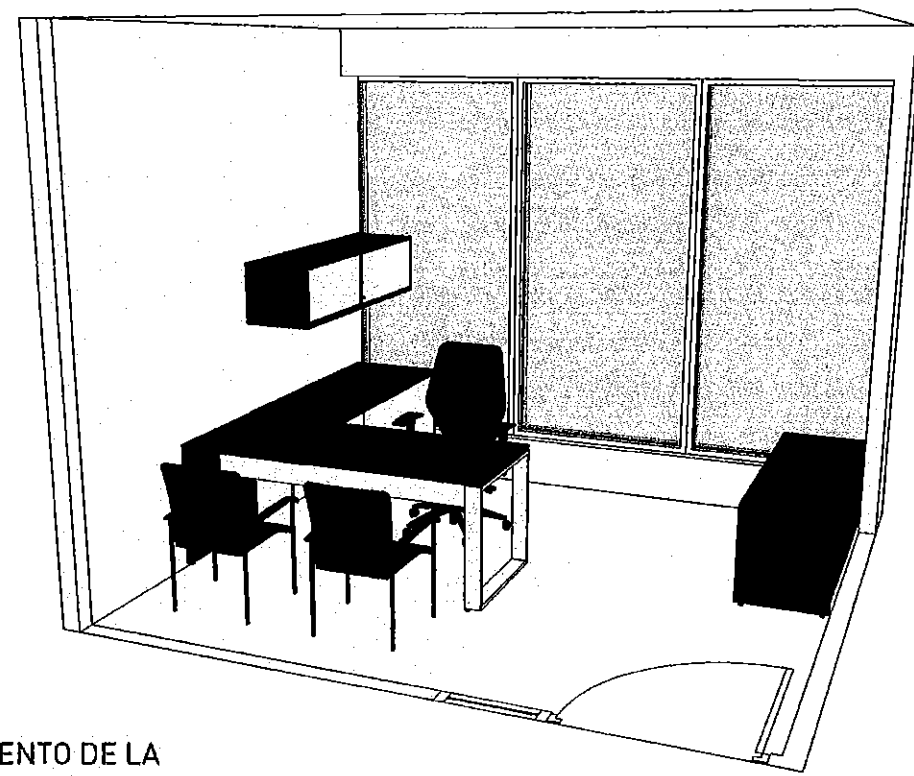
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Executive
Work Desk



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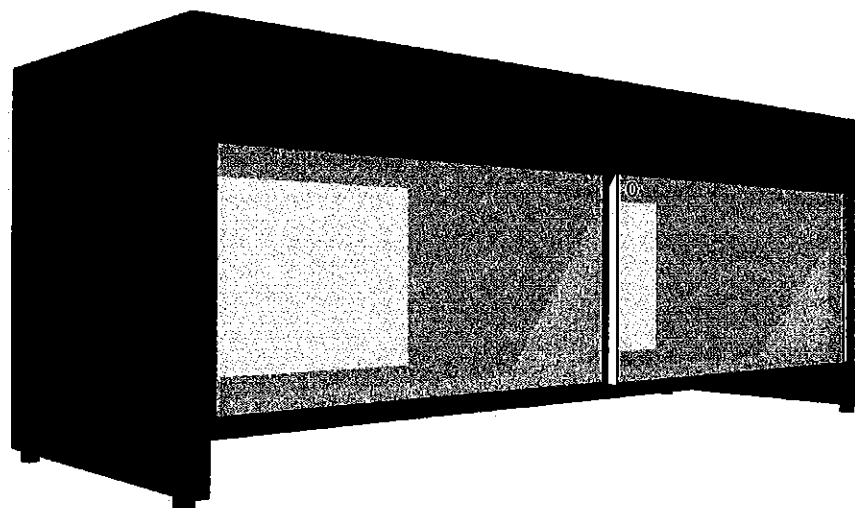
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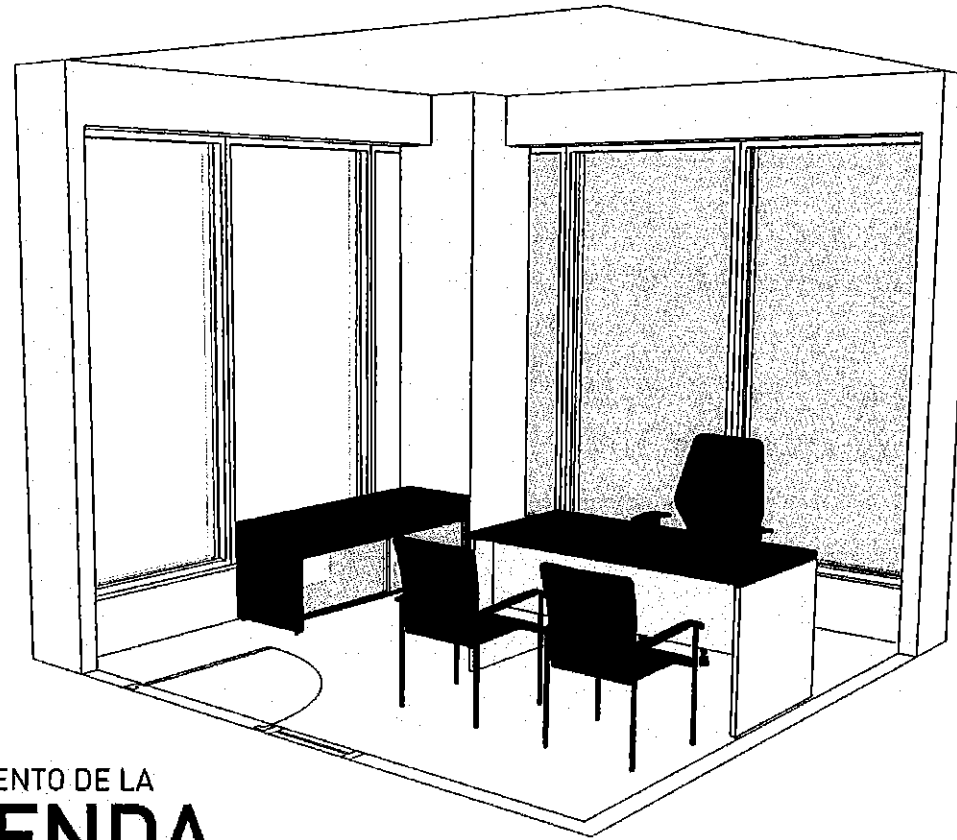
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Cubicle



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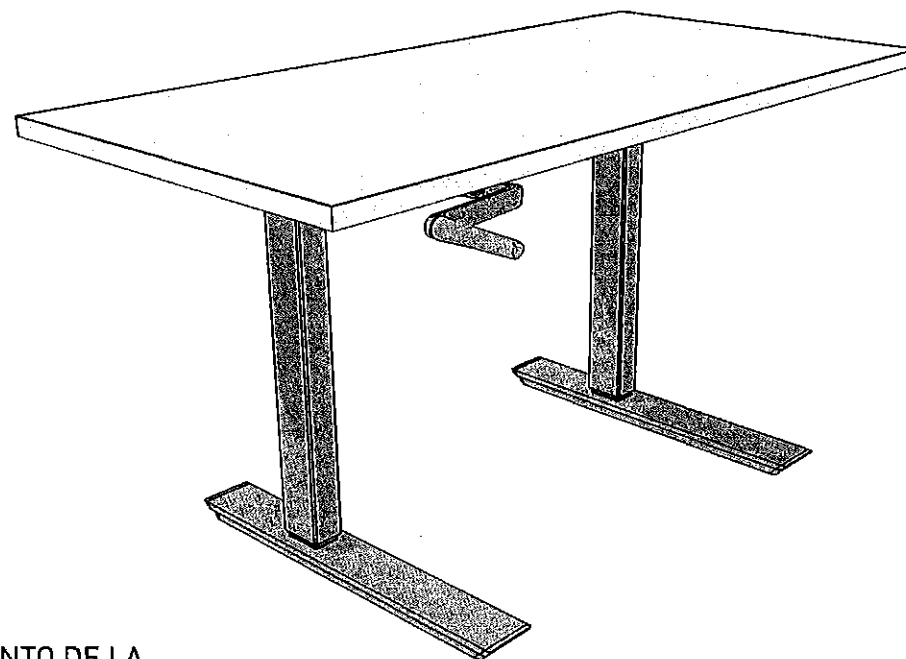
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COMPANY 2022

OP160525454
Departamento de la Vivienda
Subasta
Office Furniture Acquisition

PROJECT OVERVIEW

ids

INTEGRATED DESIGN SOLUTIONS
Furniture for the future of business
TEL: (787) 708-0221
FAX: (787) 708-0227
Carretera Internacional de Maipueces
Guaynabo, Puerto Rico 00968
E-mail: info@icdusa.com

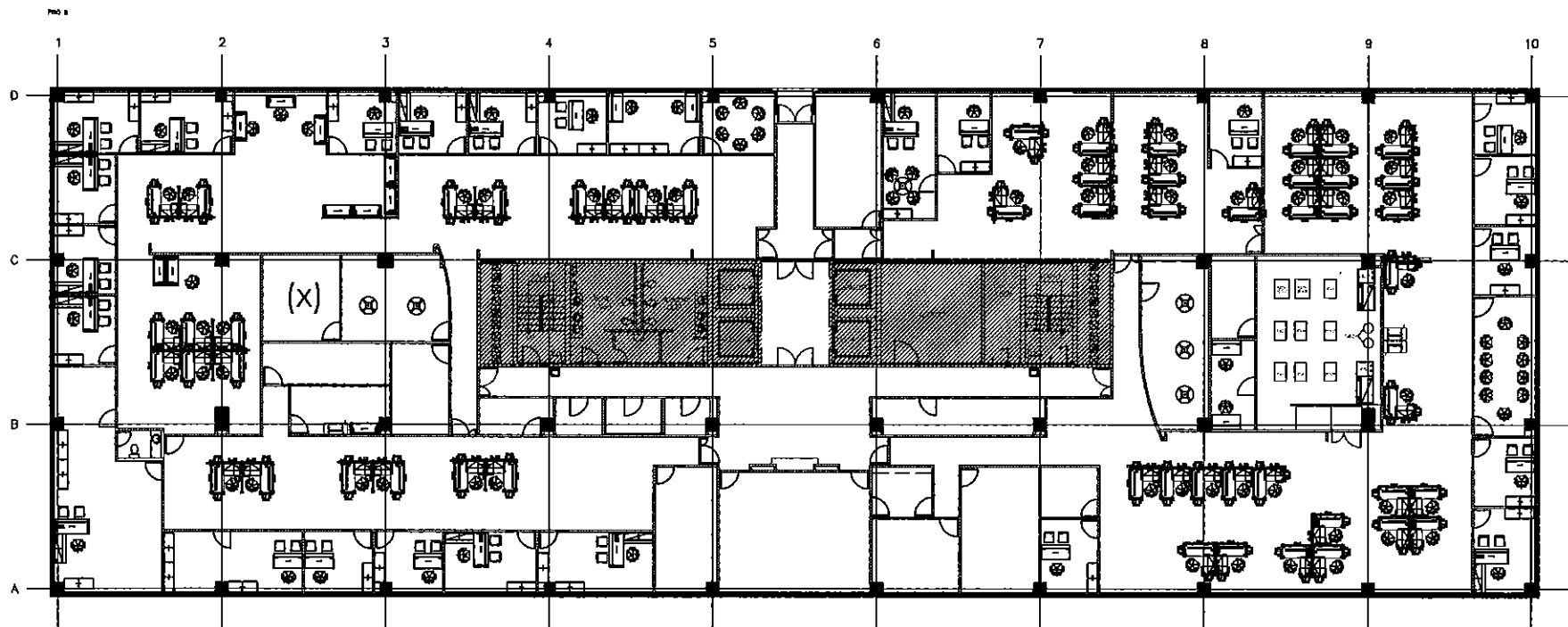
CONSULTANTE:

PLAN VIEW

DATE	DESCRIPTION	AMOUNT
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CRATING INC.

PLAN VII
NOT TO SCALE



• **Disinfectant**

CONTENTS

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OR MEASUREMENTS NOT TAKEN BY OUR PERSONNEL.

OP180525430
Departamento de la Vivienda
Subasta
Office Furniture Acquisition

PROJECT ORIGINATOR

ids

INTEGRATED DESIGN SOLUTIONS
Furniture for the Love of Suburb
TEL: (717) 705-0700
FAX: (717) 705-0217
Correa International by Metaphor
Quarryville, Puerto Rico 00986
E-mail: correa@metaphor.com

CONSULTANT:

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1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

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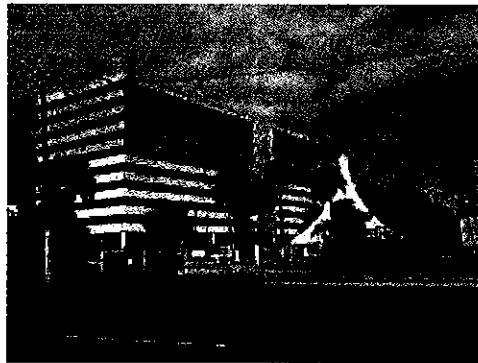
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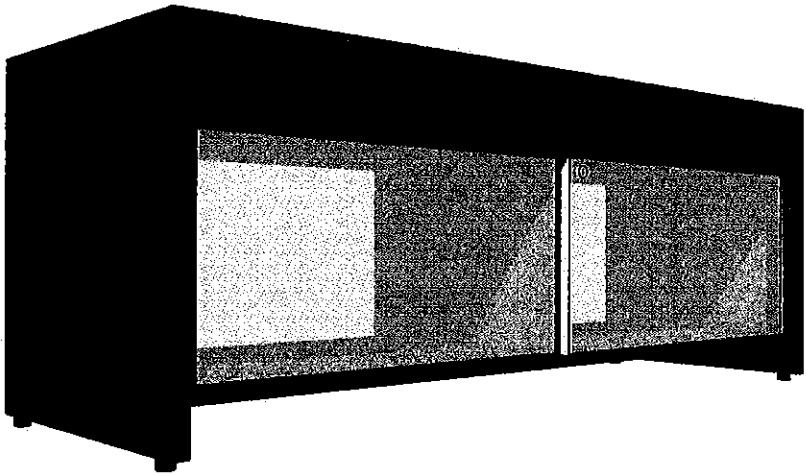
Proyecto

Departamento de la Vivienda - Río Piedra Office furniture acquisition



Credenza

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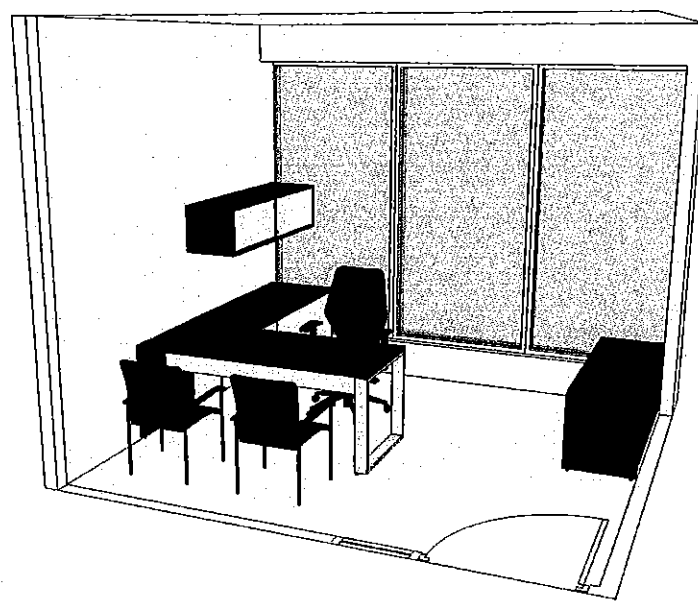


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Executive Office



DEPARTAMENTO DE LA
VIVIENDA
Gobierno de Puerto Rico

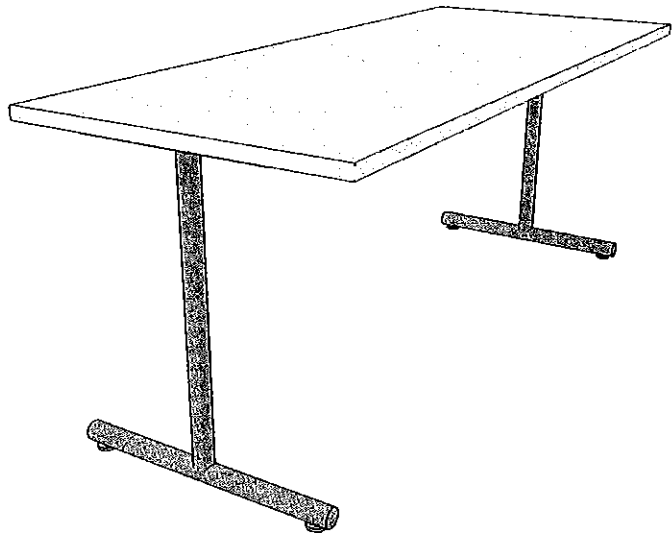
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VIVIENDA
Gobierno de Puerto Rico

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Fixed Table



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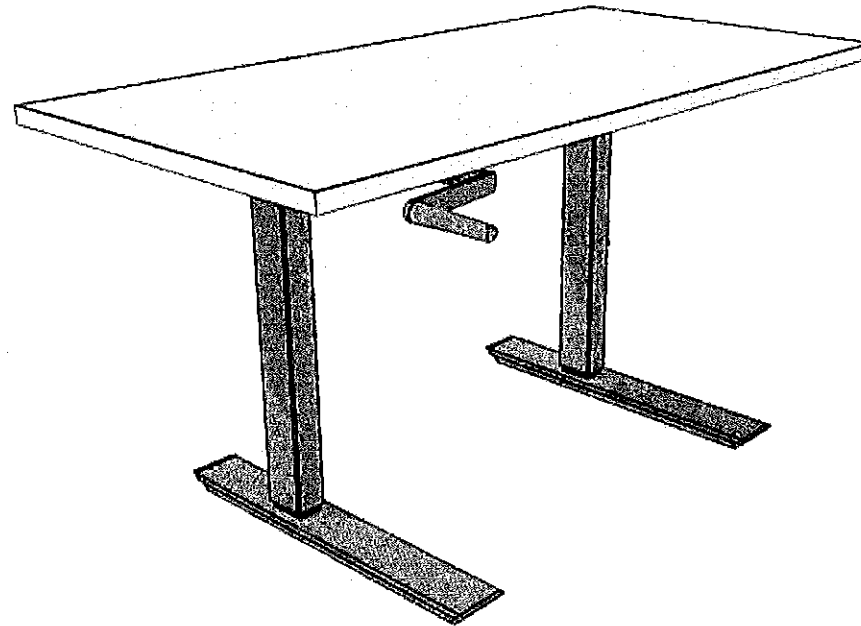
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Height Adjustable



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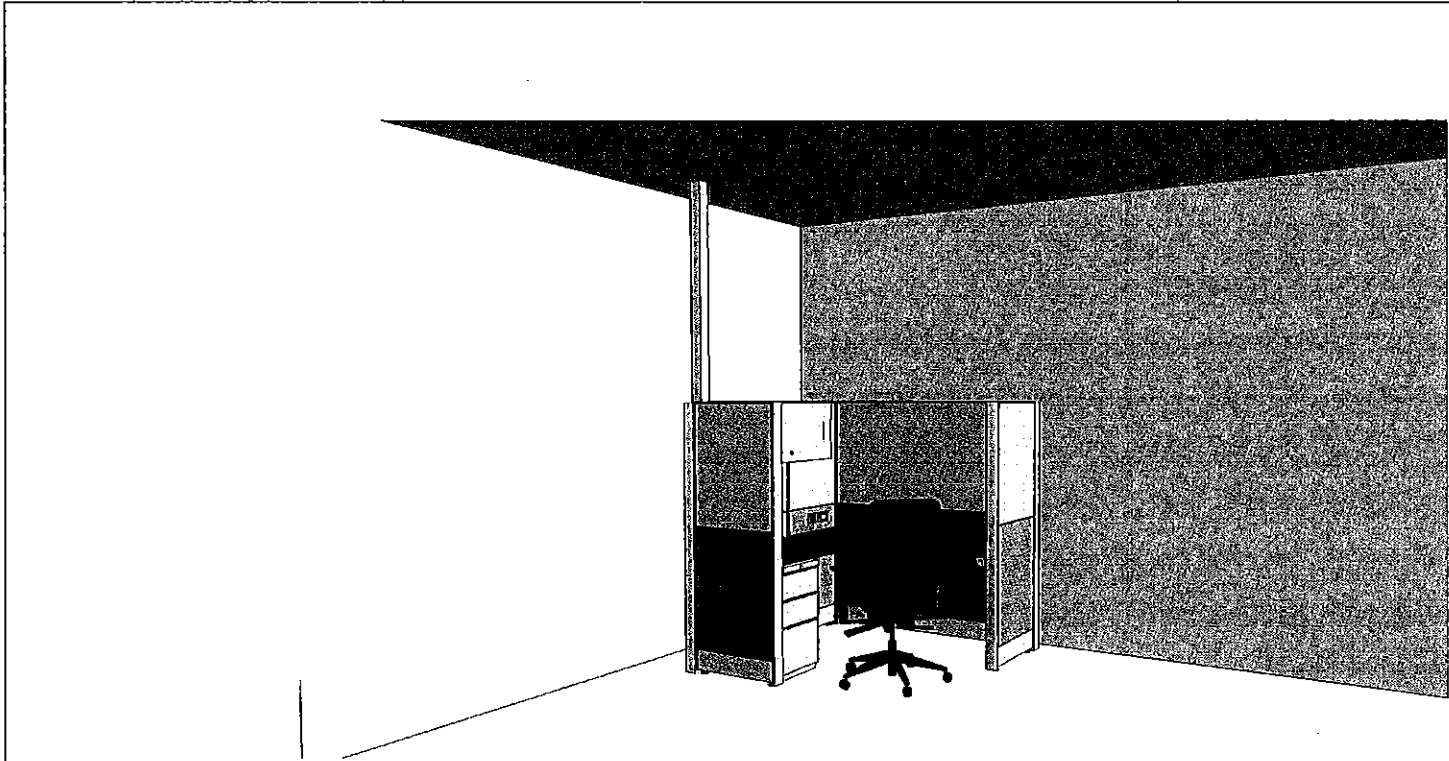
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05/10/2019

Modular Office



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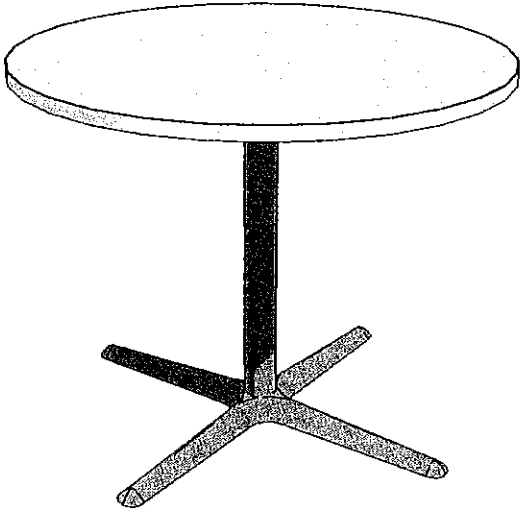
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0223

Round Table



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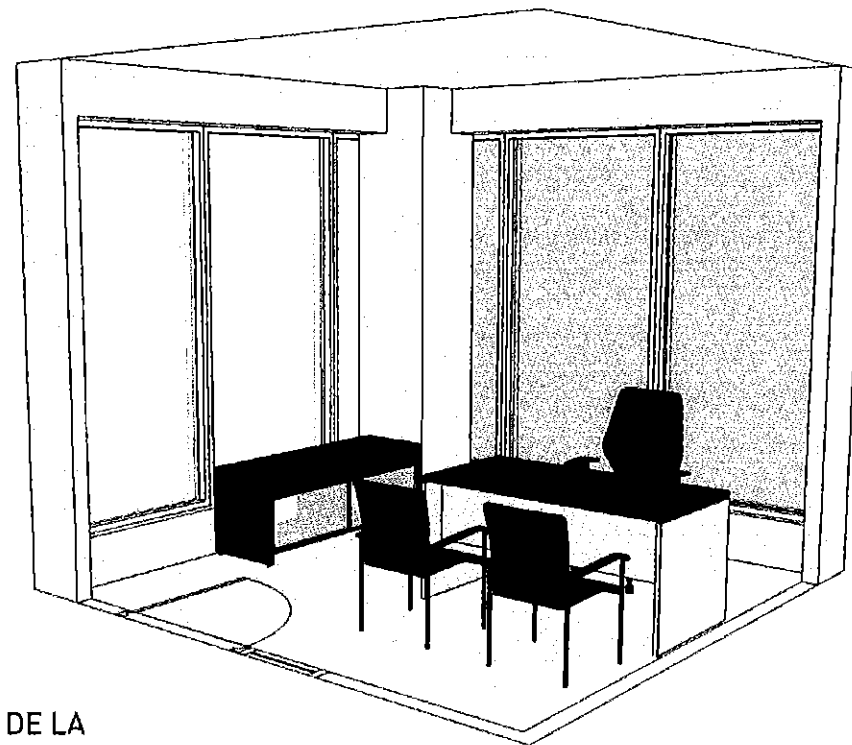
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Work Office



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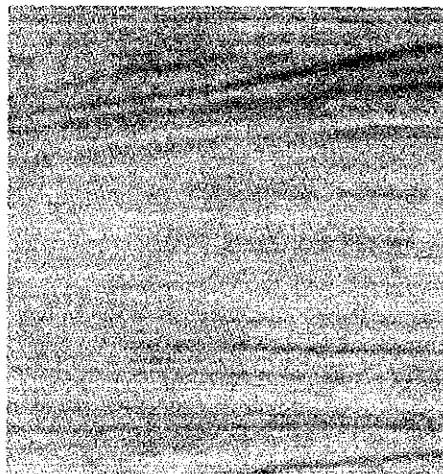
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Original

Ivory Birch



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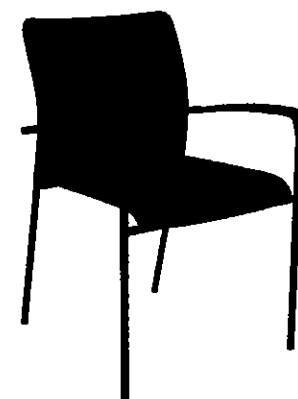
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Chairs



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teknion

February 14, 2019

TO WHOM IT MAY CONCERN

This is to confirm that Integrated Design Solutions Inc (IDS) is the exclusive dealer for Teknion Limited in Puerto Rico.

Omb
Teknion and IDS have been business partners since 1999, and Teknion considers IDS to be the strongest and most capable dealer in the Caribbean. IDS has a strong emphasis on product design quality and service excellence, and has proven to be a financially solid, trusted and reliable organization committed to designing spaces and providing furniture that improve institutional performance.

As a result, we are confident that Integrated Design Solutions will continue to be a successful Teknion dealer for many years to come.

Should you require further information, kindly contact me at your convenience via email at mark.dodick@teknion.com or my cell at 647.296.1275.

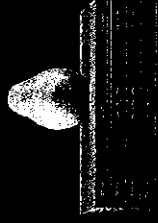
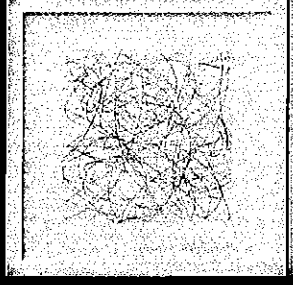
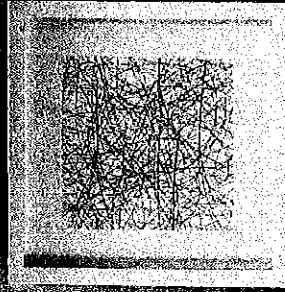
With best regards,

Mark Dodick

Mark J. Dodick
Regional Vice President
International Sales - Caribbean
/nh

JS

expansion casegoods



CMW

CMW

EXPANSION CASEGOODS

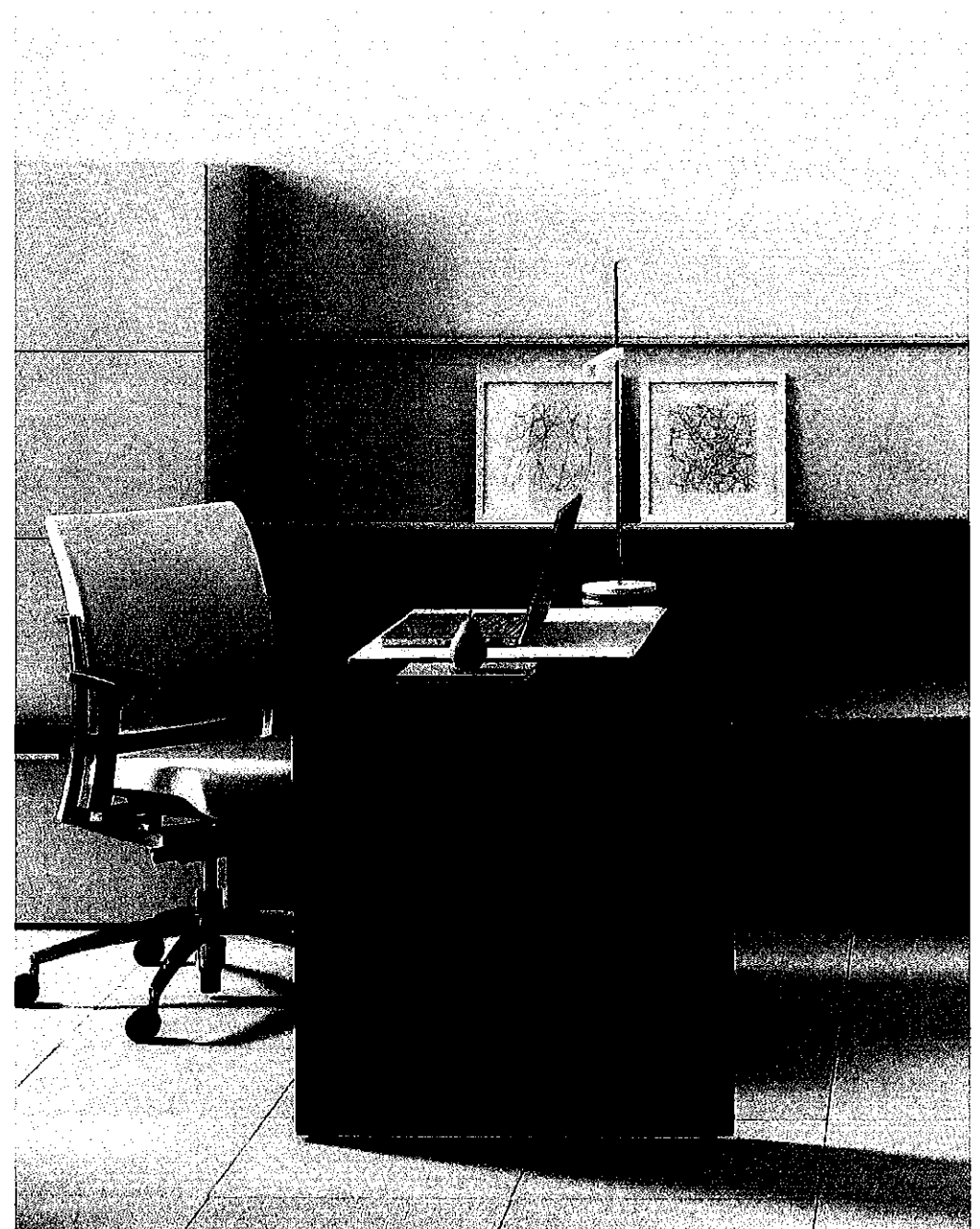
expansion casegoods

02

With Expansion® Casegoods, Teknion® offers a distinctive line of price-competitive laminate casegoods furniture suited to a broad range of freestanding applications and diverse office plans. A uniform product platform simplifies planning while sustaining a consistent aesthetic throughout the office.

Expansion Casegoods key attributes:

- Refined Design – a distinctive look at an affordable price
- Functional – a well-integrated product line with multi-purpose units creates space-efficient workspaces
- Versatile – universal components and an array of design options accommodate diverse needs and meet individual budget requirements
- Comprehensive – an extensive product offering of over 35,000 components addresses a spectrum of workplace applications
- Full offering – complementary meeting tables and reception desks complete the offering



0403

04

gsc

desk/wall panel
Foundation Furniture,
Walrus Castbedalgenia

Storage
Source Furniture,
Stora White

Multi-functional desk encompassing
workspace, wall panel and secondary
desk create multi-level workstations,
maximize use of space and unify structure
and appearance. Storage with cubic doors
creates a clean, modern aesthetic.

0623



06

workspace
*Foundation Laminata,
Espresso Reflect*

wall panel/storage
*Source Laminata, Espresso
Reflect; Storm White*

frame leg
Close Anodized

Able to deliver optimum function, Wall Panels accept mounted overhead storage, rackboards, back-painted glass markerboards, shelves and personal organizers. File drawers can be housed in Cubic Towers with a touch latch front or concealed behind full-length doors.



worksurface
Foundation Laminate,
Java Walnut

wall panel
Source Laminate,
Java Walnut

storage
Bark-Painted Glass
Door, Very White

frame leg
Clear Anodized, Infill
Bark-Painted Glass,
Very White

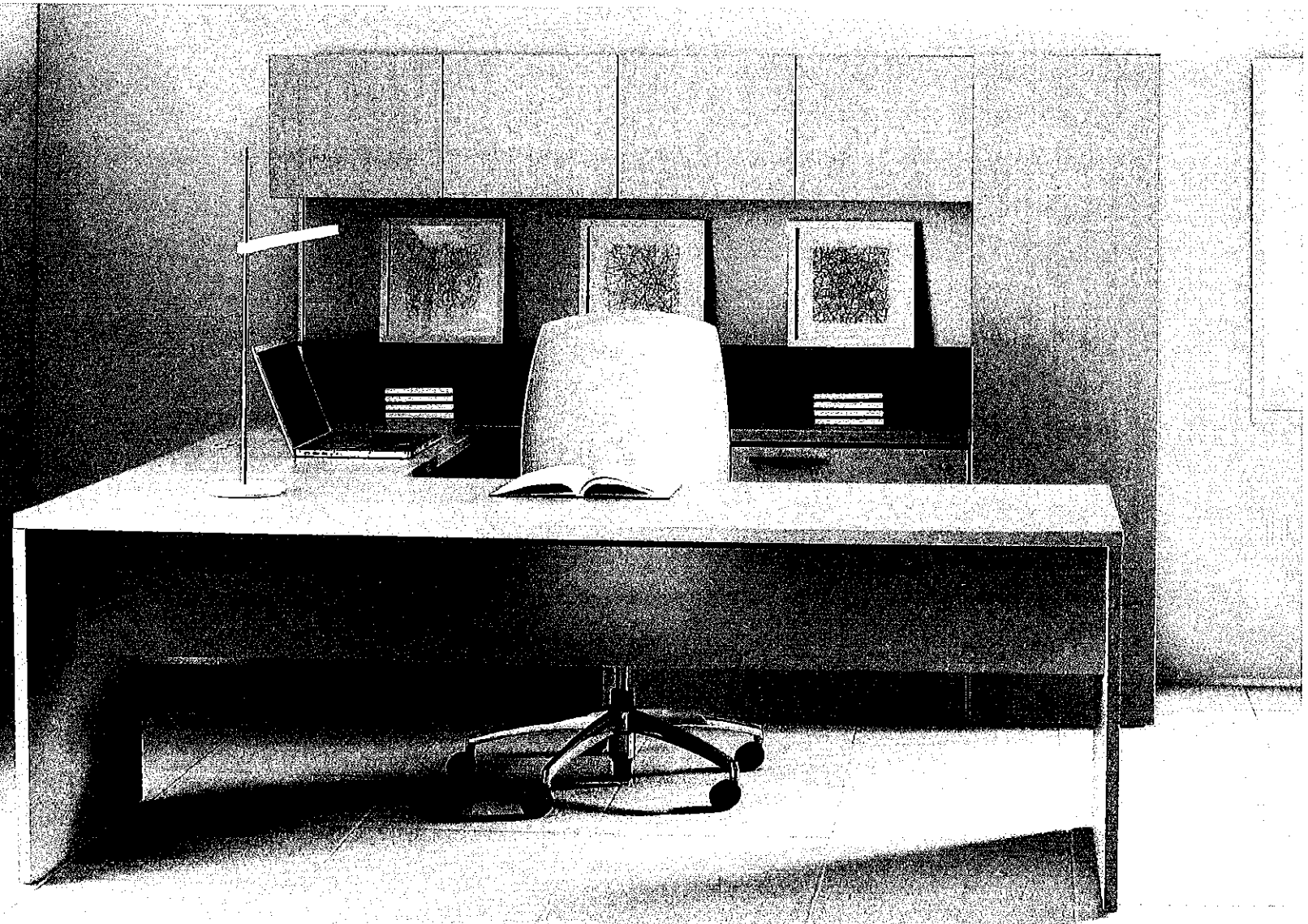
The sleek, minimalist design of the desk is enhanced by the three panels of the wall unit, which provide a visual richness. Three additional panels of the wall unit are available in the cabinetness (1, 1-3/16 and 1-9/16 inches thick) and the desk unit. The desk unit also features drawer pull options and ten leg options to customize the look.

0225

Alc

worksurface
Foundation Laminate,
Plus Reflect

wall panel/storage
Source Laminate,
Plus Reflect



Expansion Casagoods is an extensive product offering of over 35,000 components that can be combined and interchanged across the spectrum of office applications, from single work desks to the executive suite

and conference room. A broad offering of desks, credenzas and returns are available preconfigured or as non-handed, reconfigurable modular units.

5/24/20



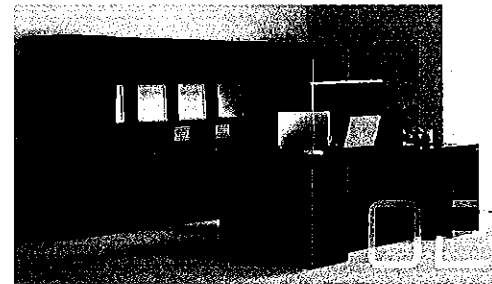
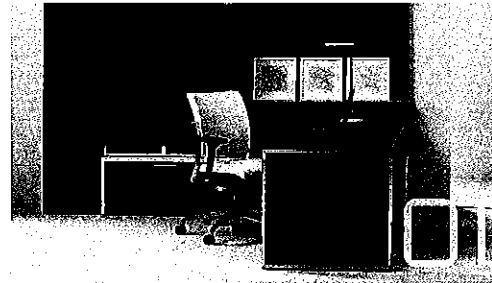
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High-quality, modular addressing information is a critical inclusion for any planning professional. Models available up to 144 inches wide. Configuration will include U-shaped, L-shaped and straight to address varied planning styles.

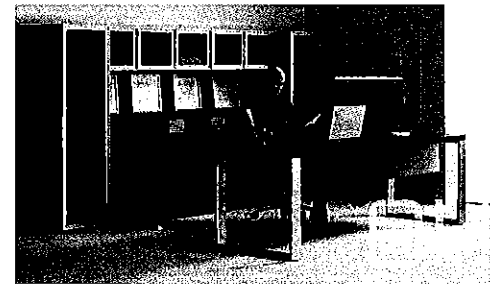
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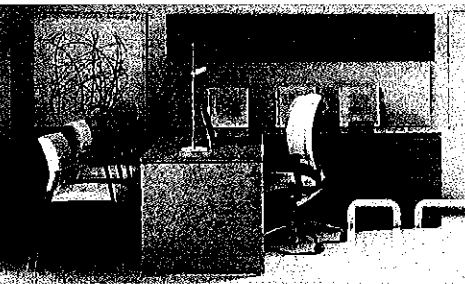
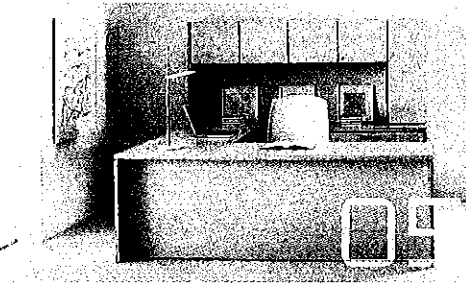
planning



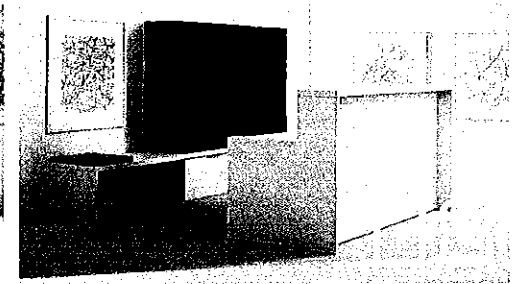
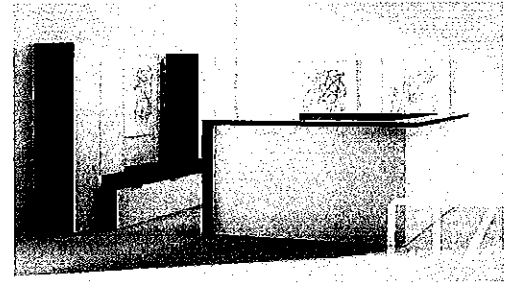
01 multi-level workstation
Secondary desks, available up to 108 inches wide, support the run-off workspace unifying structure and appearance.



03 post leg
Part of a wide selection of surface supports, square post legs offer an open and light desk style.



05 broad desk offering
Desks are available up to 84 inches wide in a 1, 1 1/2 and 1 3/4 inch surface thickness.

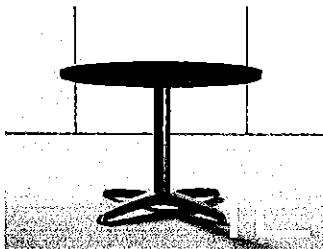
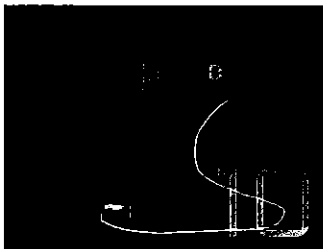
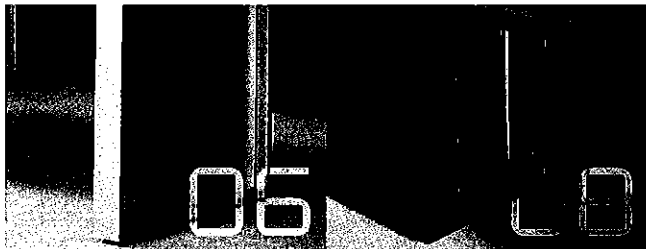
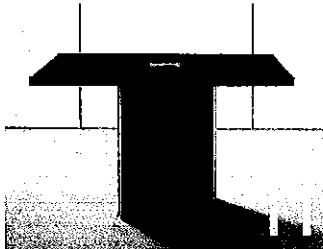
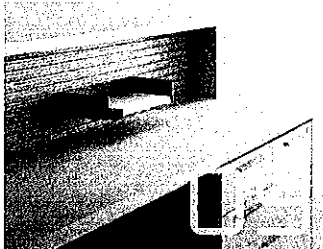
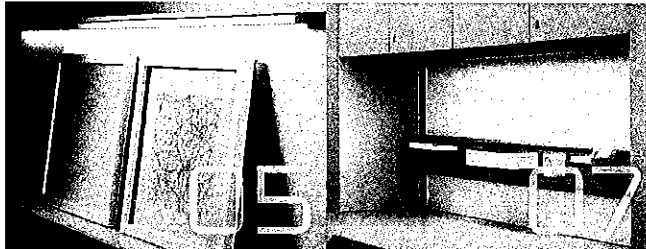
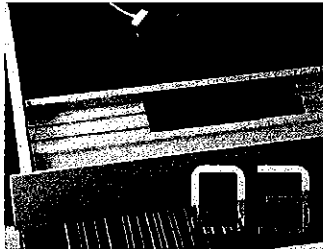
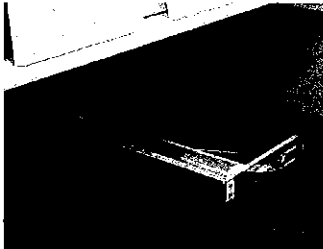


06 overhead storage
Overhead storage can be mounted as a Hutch, on drywall or on Wall Panels for diverse applications.

07 finishes
A combination of finishes, including laminate and Hinwood, creates a traditional, contemporary or mixed aesthetic.

08 bench seating
A reception environment planned with different surface heights and casual bench seating adds areas for collaboration.

features



01 multi-functional drawer

The Multi-functional Drawer has an anodized front and aluminum pencil drawer. It can be installed under most worksurfaces and above the Cubic Tower filing drawer.

03 multi-functional storage

Multi-functional storage has soft non-skid black inlay. Optional drawer lock secures personal items.

05 light shelf

A discreet Light Shelf can be installed on the Wall Panel with conl rail, providing space for personal items or frames. A linear LED light can also be installed on the Wall Panel.

07 tool rail

Paper trays and other personal organizers mount to the Tool Rail. Rails can be installed at various heights and stacked to increase capacity.

09 reception desk

Reception desk module elements include accessory rail and rackboard options.

11-12 meeting tables

Meeting tables provide convenient access to power and communications at worksurface height. The optional power grommet is neatly integrated into the surface of the table to maintain aesthetics.

02 cubic and full door towers

Cubic and Full Door Towers mounted on secondary desks accept Multi-functional Drawers in the pigeonhole section.

04 removable pencil tray

Removable pencil tray allows storage of most portable electronic devices while data/communications remains connected.

06 frame leg

Frame legs can be specified open and with glass or laminate infill. Anodized finish can be specified on the frame.

08 multi-functional storage

Multi-functional storage for the secondary desk creates storage space designed to accept computer towers and manage power bars and cables.

10 wall panel power

On the Wall Panel, power/data can also be specified under the primary worksurface to discreetly deliver cables and manage electronic devices.

teknion

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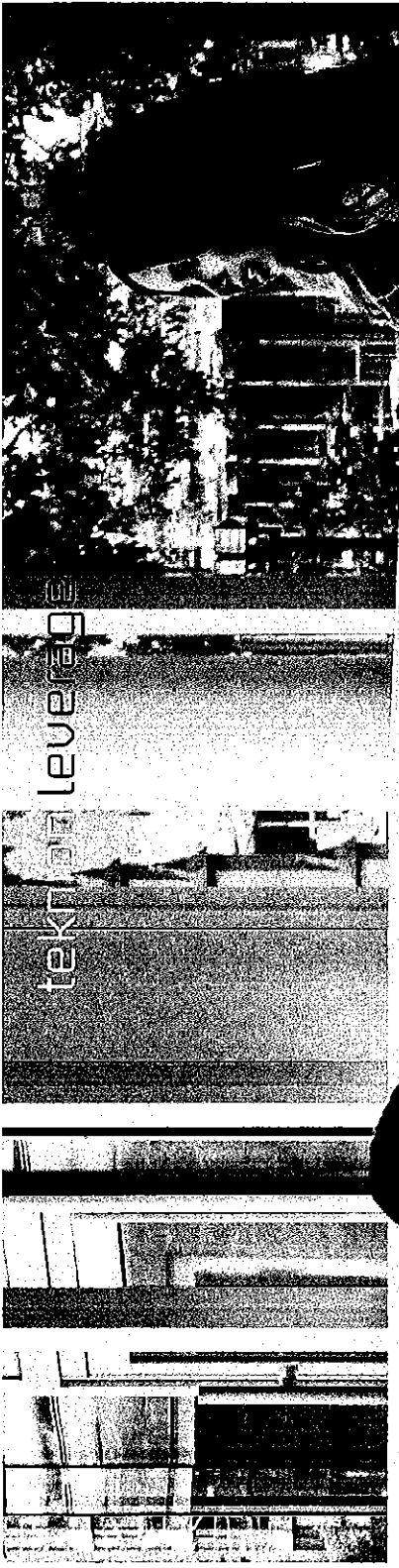
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Joe

100% KEY TO



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leverage

02

Leverage™ makes it easy to customize the office, allowing you to specify the desired level of features for each workspace, while achieving a crisp, clean look at an affordable price.

The following attributes fulfill these diverse requirements:

wide range of panel options

- Choose among four segmentation styles to achieve both the functionality and the aesthetic desired
- Opt for an integrated baseboard, a floor-flush design or an elevated base
- Manage cables with a high-capacity lay-in trough option on all panel types

off-module planning

- Connect panels, worksurfaces and mounted storage off-module for optimal use of space and inventory

stackable

- Increase or lower panel height on-site without disruption to the work area

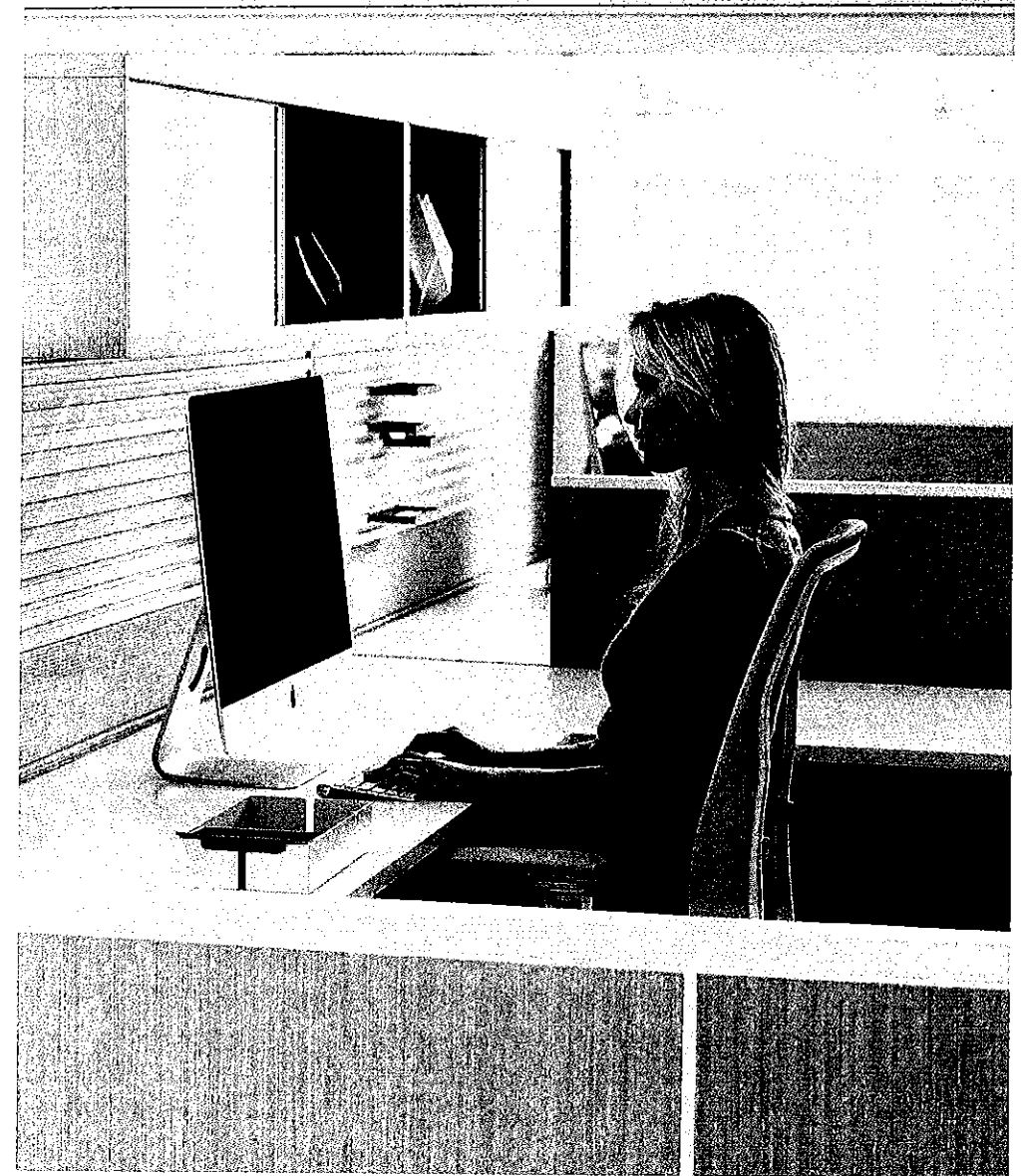
interchangeable elements

- Change panel surfaces easily to alter the look or function of a workstation

120-degree planning

- Expand planning capabilities

file





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collaborative ottomans
 Green Dy, Watercolor
 and Red Tree

collaborative ottomans
 Green Dy, Watercolor
 and Red Tree

Designed with attention to detail, Leverage offers a rich array of attributes. Glass partitions are held in place by precision-fitted seams that create a clean line of glass with no visible hardware. Leverage also offers a choice of materials, including a choice of fabric, wood, and metal, and a choice of finishes for a truly custom look.



CHASSIS

1900 Series Partner
1900 Series Office
1900 Series Urban
1900 Series

WORKSURFACES

Foundation Laminates
Group Desk

ACCESSORIES

Accessories
Group Desk

MONOLITHIC ELEMENTS

Monolithic Elements
Group Desk

SEGMENTED ELEMENTS

Segmented Elements
Group Desk

Leverage offers a variety of panel Elements in segmented or monolithic formats. Segmented Elements provide maximum versatility and functionality. They can be interchanged on-site and accept different Element styles on either panel side to modify the look and function of a workspace. Monolithic Elements create a clean aesthetic ideal for corridor application.

Incorporating storage and accessories from other Teknion lines achieves added functionality and new aesthetic qualities. Interpret Lateral Mounted Storage is placed perpendicular to the worksurface, providing a standing-height surface for collaboration.

0123



panels

*Fiber, Paper, Metal,
Mixed Blended Resins*

worksurfaces

*Foundations, Concrete,
Urban, Walnut*

storage

*Foundations, Stone White,
Sage, Lacinate, Urban,
Walnut*

sabina task seating

*Mel, Ivo,
Upholster, Percip,
Machin*

collaborative ottomans

*Concept, Methodical,
Upholster*

OMBS



Face of installation and reconfiguration are...
built into leverage. Panels are designed with...
post lock connectors that facilitate easy panel...
beyond conversion without the need for tools...
Leverage work surfaces feature threaded metal...
base, or two...
mit repeated reconfiguration...
of wear and tear. In addition...
communications elements...
re power/data access at the...
face height.

Benches
Office Paper Hold
New Handled House
Workspaces
Foundation for team
Urban Vision
Storage
Foundation Series
Square Laminate Urban
White
Semi task seating
collaborative ottomans
Recycled Metal
Upchairs
Recycled
Metal

07128



gpc

gpc is a leading provider of office furniture and equipment. We offer a wide range of products, including desks, chairs, and storage solutions. Our products are designed to be functional, durable, and easy to use. We also offer a variety of services, including installation and maintenance. Contact us today to learn more about our products and services.

Tektron's integrated portfolio permits maximum planning flexibility. Leverage panels provide a spine that serves only to route power and communications. District® storage supports the panel and combines with Tavello® height adjustable tables to create an unparalleled workplace.



panels

Fabric: Percept, Pristine
Foundation: Sierra White

livello tables

Signature, Sierra White

district storage

Foundation, Sierra White

around task seating

Mach Dove, Upholtery:
Fundamentals, Dove

collaborative ottomans

Percept Tezza, Verie and
Epiphany

flexural panels maintain light open
reclaim blend of fully adjustable
flexibility and a clean modern
any furniture is made to be used
the work environment is designed
in a more casual style.

03/13



Long spans of glass and floor-flush panels enhance aesthetic refinement inherent in complementary product lines such as Distric. Off-modular capability permits panels, worksurfaces and overhead storage to be positioned as required along the panel, greatly expanding planning choices.



workspaces
Hartwell, L. 315 x 32

integrated storage
Foundation, Green White
Cubicle, Hartwell, L. 315
Saffron

accessories
Access, Teal, Green

variable work chair
Shell, D. 18, 19, 20
Updown, Sit, 21, 22, 23

signature lounge
recliner
Updown, Sit, 21, 22, 23
Lil, 24, 25

Lounge 120-degree planning provides a varied workspace that gives users a natural, balanced range of motion to enhance ergonomics. Low 42-inch high workstations create unobstructed view and an open, light-filled space to encourage initiatives to support a healthy, sustainable workplace.

0-743



0-743

zones, with other
zones, stacking
zones, stacking
zones, stacking

The Zones™ collection of Stools and Tables
combines with low-height leverage panels
in an open plan to create a multi-functional
area for impromptu collaboration, casual
meetings and touchdown applications.

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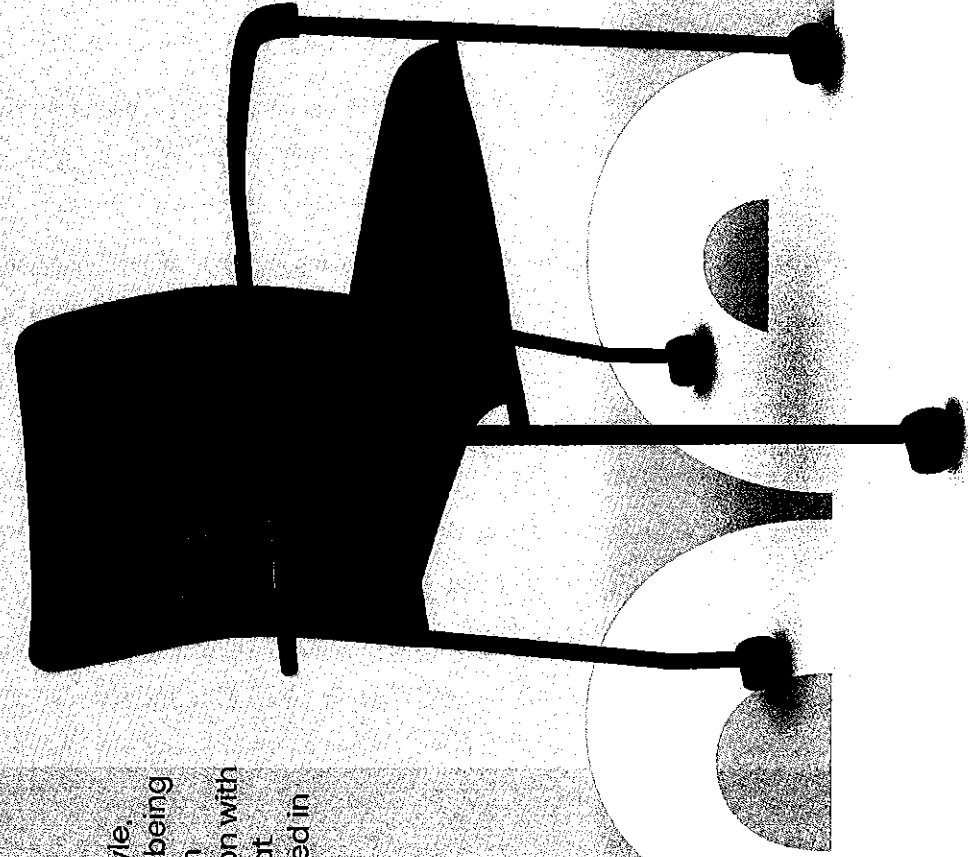


compel[®]

Match[™]

Nothing matches Match for style, utility and value. In addition to being easy to stack and move, Match delivers style and customization with its mesh back and padded seat cushion that can be upholstered in any Grade 1 or 2 fabrics.

CMC

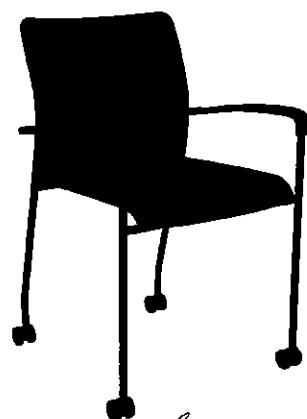


File



Match

- 0723
- High-impact Poly Seat with Padded Cushion
 - Breathable Mesh Backrest
 - Steel Reinforced Poly Armrests



compel®

compeloffice.com | 773.253.4758

ghe

compel[®]

Net

Style and function come together beautifully in the Net task chair. The contemporary design of the mesh seat and back deliver a highly sought-after aesthetic. Full features provide the functionality and customizable comfort today's workforce demands.

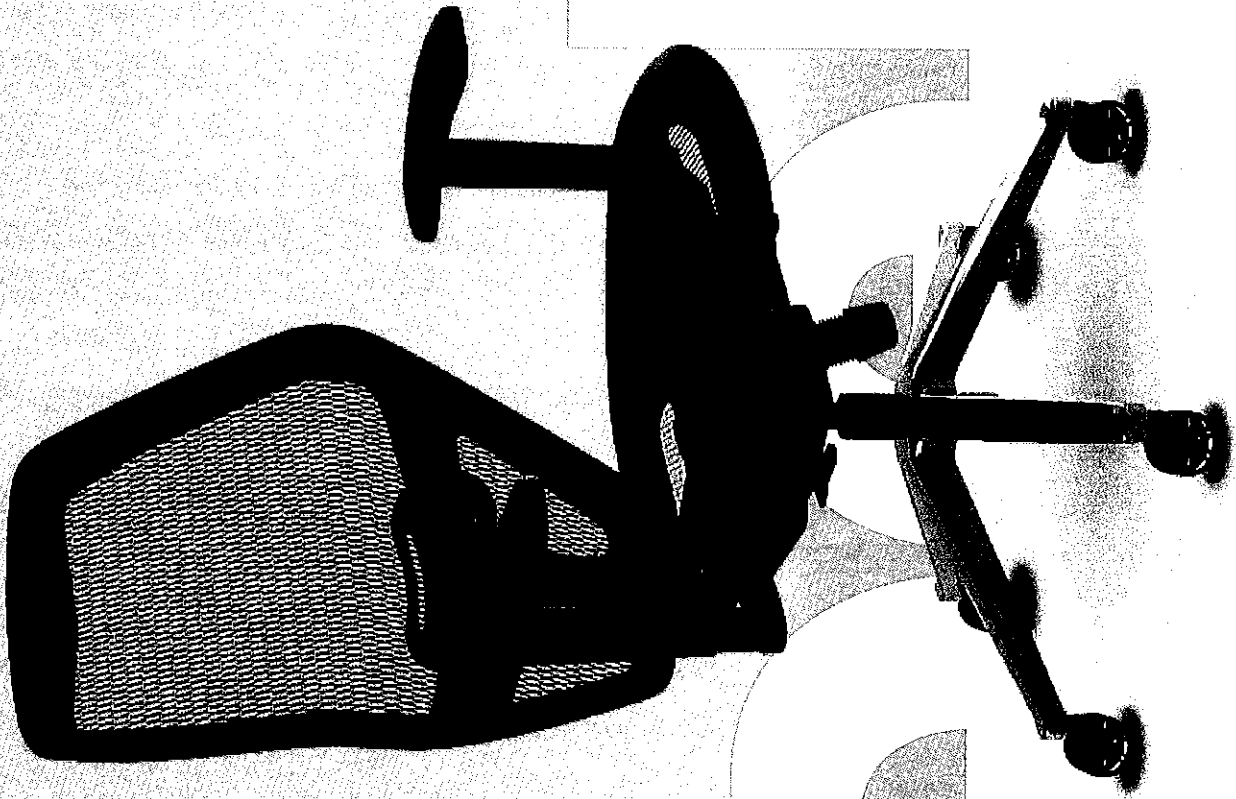


Fig 1

SRWD



Net

- 3-way Adjustable Arms
- High-impact Nylon Base
- Seat Slider
- Pneumatic Height Adjustment
- Synchro Tilt with Lock
- Manual Tilt Tension Adjustment
- Fixed Lumbar Support
- Dual Casters for Easy Movement
- Chrome Base Available

	Height	Width	Depth
Seat	19.5"-22.5"	20"	22.5"
Back	19.5"	19.5"	
Overall	40"-43"	26"	22.5"
Between Arms		17.5"	



compel® compeloffice.com | 773.253.4756

tektion tables &
collaborative
spaces



tektion

tables &
collaborative
spaces

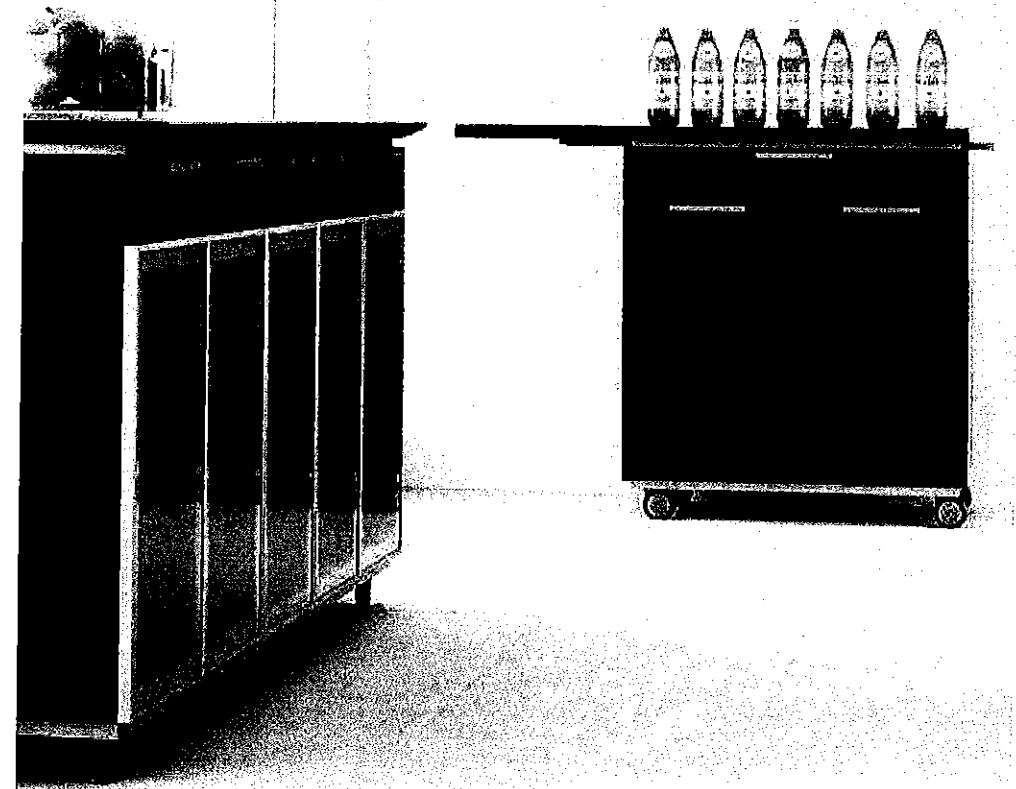
02

More than ever, companies are making the shift from individual work areas to shared workspaces that encourage interaction. Consequently, companies are designing space and selecting furniture to reflect today's team-based corporate culture.

Teknion® has designed the Tables & Collaborative Spaces program to help meet the demand for a variety of collaborative workspaces that support the exchange of information. The program comprises a comprehensive collection of tables, plus a complementary portfolio of versatile storage and work tools to outfit each space.

With tables in an array of shapes and sizes, the Tables & Collaborative Spaces program makes it possible to design workspaces that encourage interaction, teamwork and problem-solving through:

- Dedicated spaces – boardrooms, meeting and training rooms
- Informal gathering areas – lounge and dining areas
- Workspaces – private offices and workstations



boardrooms



The Audience® line of products is designed to furnish boardrooms and meeting rooms and includes tables, credenzas, hospitality carts and A/V carts to house technology such as video conferencing equipment.

meeting rooms



Audience®
meeting table
Surface: Steel
Plating
Edge Style: 100
Stretch Leg: Chrome

Audience®
boardroom storage
Frame: Stainless Steel
Edge Style: 100
Glass: Safety
Stretch Leg: Chrome

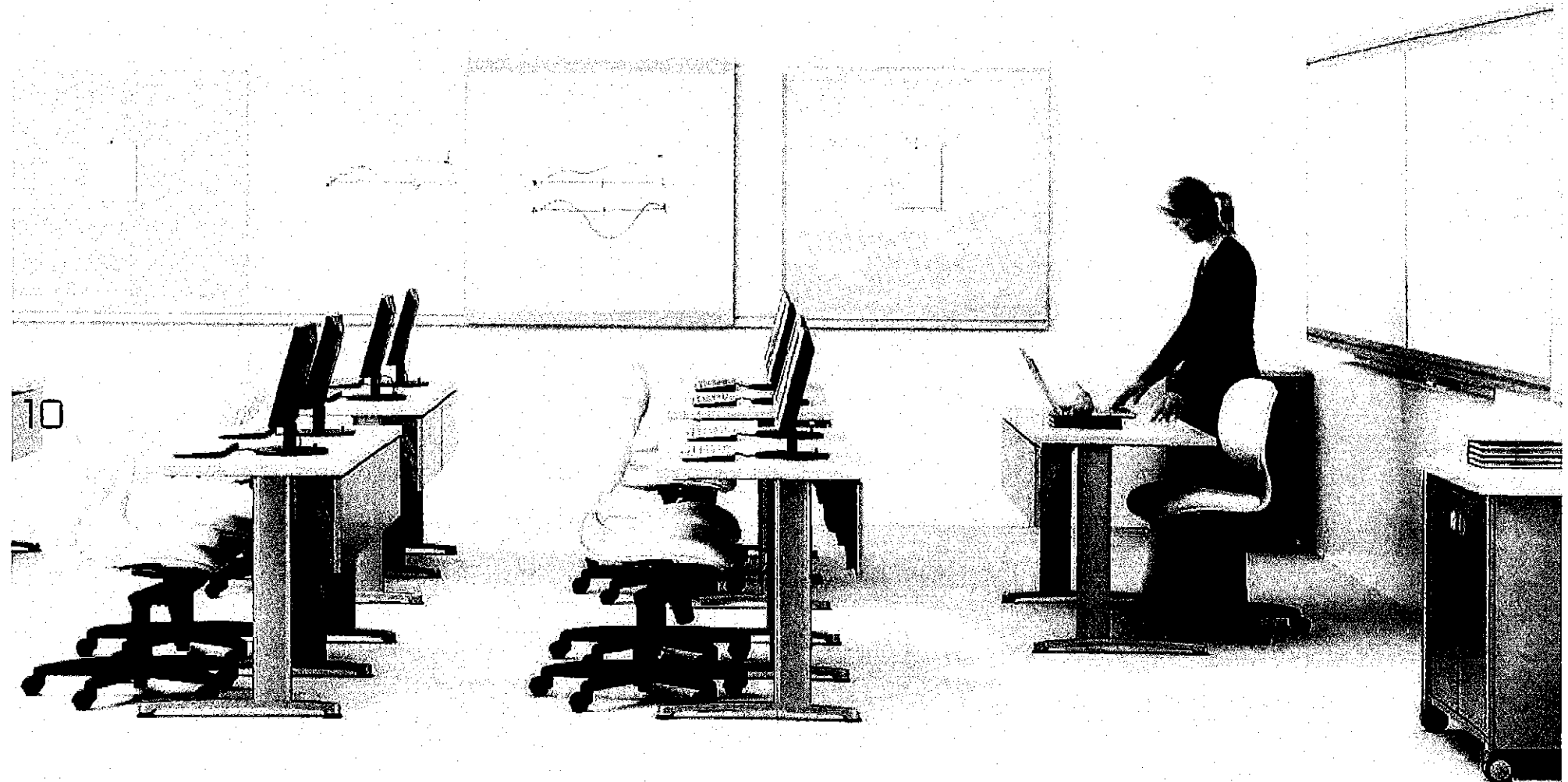
Audience® tables and storage offer a selection of sizes and shapes, leg styles and finishes to maintain a consistent look at the desired level of value. Teknion also offers complementary work tools such as the Focus Wall™, which provides a vertical working surface and promotes interaction.

multi-purpose rooms



Livello™ flip-top, height-adjustable meeting tables move quickly into place for casual meetings and, when the area is required for other uses, nest and store in minimal space. Livello meeting tables are ideal for sit-to-stand collaboration, promoting user comfort by encouraging movement and a neutral back posture while standing.

training rooms



tables

Surface: *Foundation*
Laminate, Campus Oak
 Edge Style: *Flat Edge*
 Fixed-Height Slender
 Leg: *Mica, Platinum*
 Modesty Panel: *Mica,*
Platinum

medium storage cart

Top: *Foundation*
Laminate, Campus Oak
 Edge Style: *Flat Edge*
 Case: *Mica, Platinum*

focus wall

Fabric Panel: *Tangle*
Interconnect

The Expansion® Training Tables offering is designed to suit a variety of training scenarios in corporate and institutional environments. Complementary work tools such as the Focus Wall provide a generous display and writing surface.

project rooms



The Expansion™ Training Tables offering comprises a series of tables — such as Flip-Top Tables — ideal for versatile spaces requiring instant and easy reconfiguration. Complementary Project Carts provide quick access to shared storage, while Altos® writable glass and tackboards capture and display fast-flowing ideas.

café/lounge area



15

café/lounge tables
Surface: *Natural Veneer*
Natural Maple
Edge Style: *Knife Edge*
Leaf Edge
Mono-Pod Base: *Aluminum*

audience storage
Top/Cases: *Natural Veneer*
Natural Maple
Edge Style: *Knife Edge*

naml bar stool
Shell: *Storm White*
Frame: *Chrome*

The Tables & Collaborative Spaces offering includes an attractive series of Casual Tables for lounge, café and bistro areas. Comfortable lounge areas offer employees an area for casual interaction, stimulating discussion and impromptu meetings.

dining areas



dining tables
Surfaces: *Scamless*
Stems: *White*
Edge Style: *Flat Edge*
Fixed-Height: *Slender*
Leg: *Mod, Arctic*

nami seating
Shell: *Flatten Red*
Frame: *Chrome*

Attractive cafeterias and lunchrooms are a gathering place and valuable amenity. Dining Tables are offered in varied shapes for individual or group settings. When used with Nami® stacking chairs, they make efficient use of space.

workstations



livello tables:
 Surface/Modesty Screen:
 Scintille, Very White
 Edge Style: Fast Edge
 Legs: Miss, Very White

district freestanding
 paper
 Fabric: Camille, Stalder
 Frame: Miss, Very White

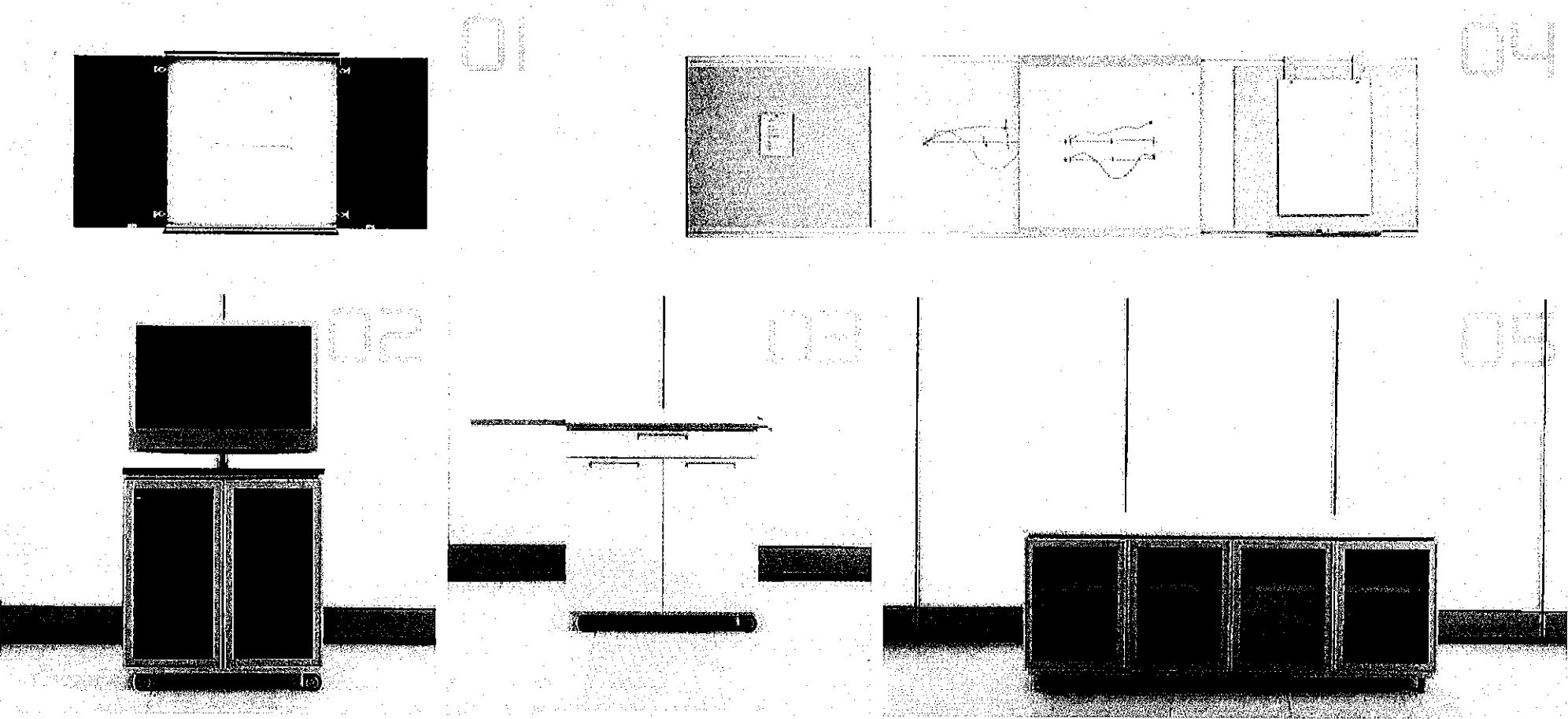
Livello™ tables integrate seamlessly with freestanding or panel-based environments and enable users to adjust tables to fit the task at hand. Height adjustment permits seated or standing work and allows for a healthy variety of postures throughout the day.

complementary products

Tables combine with complementary furniture and work tools to create a distinctive, functional and well-equipped collaborative workspace. Teknion's comprehensive Tables & Collaborative Spaces program comprises a collection of storage and presentation tools.

focus wall
Work tools maximize vertical space. The Focus Wall is a family of wall-mounted presentation tools suited to all collaborative areas within an organization. Doors can be added to create a more refined aesthetic where desired.

audience storage
Audience boardroom storage includes credenzas, hospitality carts and A/V carts. Tops may be specified in a different finish for a modular aesthetic and to vary pricing.



01 focus board
The Focus Board features hinged doors to discreetly conceal whiteboard surface. Rectangular and contemporary pulls are available in similar looks.

02 a/v cart
The A/V Cart is available on casters for ease of mobility and accommodates a Flat Screen Monitor Arm, with a wire pass-through opening to route cords.

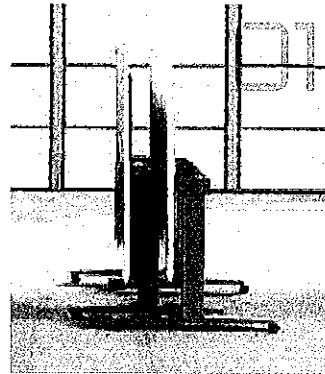
03 hospitality cart
Optional accessories include waste receptacle and extendable tray, which overlaps a 29-inch high table for easy serving.

04 focus wall
A two-layer communications tool, the Focus Wall is available in whiteboard/blackboard combination. A Sliding Whiteboard can be applied as a second layer for an additional writing surface. Accessories include a marker tray and flip chart hooks.

05 credenza
Credenza finish options include veneer, laminate, painted MDP with solid or glass doors to vary boardroom styles.

table/base features

Multiple base styles are available to suit aesthetic preferences and functional requirements. A unique feature of the Teknion program is the ability to mix-and-match base options on most table styles and shapes. Some base styles also route power and data cables.

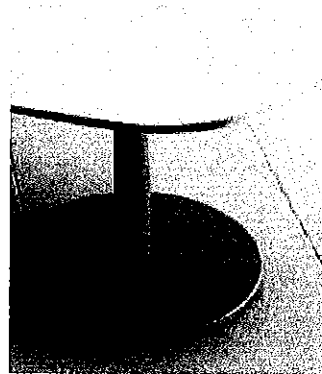


01 livello meeting tables

Livello Flip-Top Meeting Tables are available fixed or a height-adjustment range from 28"-46". Two-piece tables split to accommodate space reconfiguration, offering increased planning capabilities. Tables nest and store in minimal space.

02 expansion training tables

Expansion Training Flip-Top Tables collapse and lock into an upright position and lock together for minimal storage occupancy.

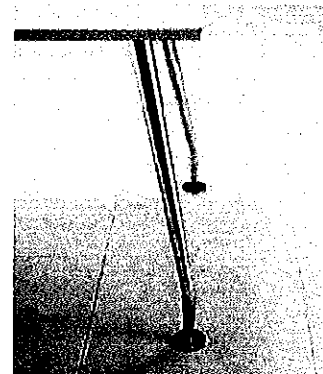


03 mono-pod base

The Mono-Pod Base offers a clean modern look and three height ranges of 20", 29" and 42" to encompass a range of applications from cafes to office lounges.

04 pedestal base

A diverse material palette is offered on the Pedestal Base. The frame is available anodized or painted; the infill panel is offered in veneer, laminate and metal. Cables can be routed via the removable infill panels.

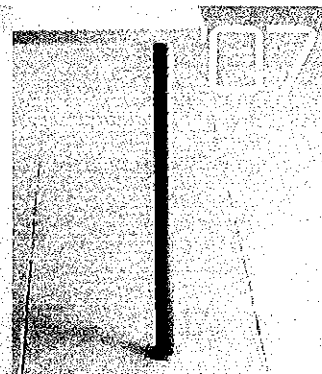


05 stretch leg

With its light, elegant aesthetic, the Stretch Leg blends with any contemporary surrounding. It is available at a fixed height of 29", with a leveling range of 34"; caster option also available.

06 quad base

Substantial and traditional, the Quad Base features infill panels that conceal floor monuments and can be removed to allow access to power plug-in.

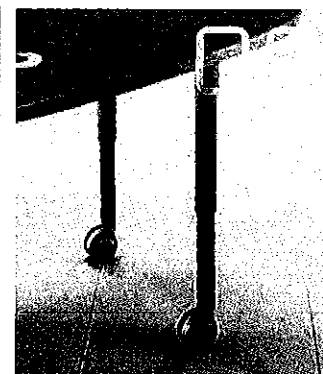


07 post leg - fixed height

The Post Leg has a fixed height of 29 inches, with a leveling range of 1/2 inch; also available with caster option. It can be used in shared applications.

08 standard leg

Expansion Training Tables offer three leg designs — Standard, Anchored and Slender — with levelers or casters for required mobility.

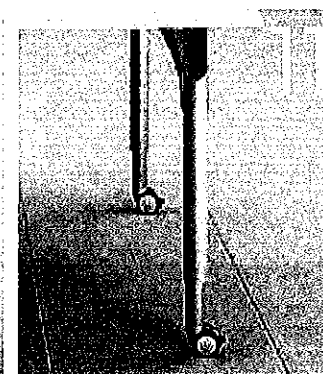


09 post leg - height adjustable

The height-adjustable Post Leg provides a height range of 26-32", with a leveling range of 1/2"; available with casters or levelers. It can be used in shared applications.

10 arched leg

Anchored and Slender Leg styles are available with optional covers to route, store and conceal wires and cables.

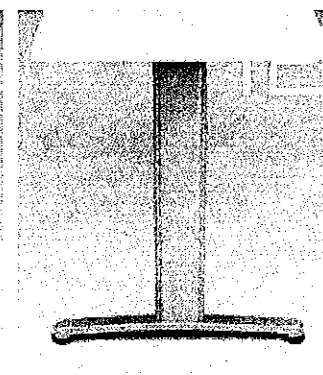


11 ie leg

The ie Leg has an adjustment range of 25-33", with a leveling range of 1 1/2"; available with casters or levelers.

12 slender leg

Slender and Anchored Legs are offered in fixed- and height-adjustable styles. Heights range from 24-32" with levelers, and 26-34" with casters.



teknion

OMDB

www.teknion.com

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File



TEKNION LIMITED LIFETIME WARRANTY

Teknion will, at no cost to the original purchaser and for as long as the original purchaser owns a Teknion product, repair or replace with a comparable product, at Teknion's option, any part or product sold after January 1, 1995, which fails as a result of a defect in its design, materials or workmanship. For all purposes of this warranty the term "purchaser" is defined as the entity or individual acquiring a new Teknion product as the initial purchaser thereof either from Teknion or an authorized Teknion Dealer.

Exceptions to this warranty include:

- Teknion warrants its Wood Caseloads products to be free from defects in material and workmanship for a period of 10 years, of single-shift service, from the date of delivery;
- Task Lights and grommets, which are warranted for 1 year from the date of delivery;
- Teknion product with fabrics and wood veneers, which are warranted for 5 years from the date of delivery;
- Complements products (excluding Livello, QuickShift, Complements and hiSpace Height-Adjustable tables), which are warranted for a period of 5 years from the date of delivery;
- Lighting products (excluding Sanna, which is warranted for 5 years from the date of delivery), which are warranted for 1 year from the date of delivery;
- Electrical components, which are warranted for 10 years from the date of delivery;
- Moving parts, which include glides, slides, casters, user-adjustable worksurface mechanisms, arms, and bases, which are warranted for 5 years from the date of delivery;
- Teknion warrants its seating products based on a single shift (40 hour week). Usage beyond a single shift (40 hour week) will result in a reduction of the warranty in proportion to the increased usage;
- Seating mechanisms for all seating products, unless otherwise stated, which are warranted for 10 years of single shift (40 hour week) usage from date of delivery;
- Pneumatic cylinders for all seating products, unless otherwise stated, which are warranted for 10 years of single shift (40 hour week) usage from date of delivery;
- Stacking Chairs and related accessories, which are warranted for 5 years from the date of delivery;
- Around™, Nuova Contessa™, Savera®XL and Variable® chairs are warranted based on multi-shift usage (24 hours per day, 7 days a week) as follows:
–Free from defects in material and workmanship for a period of 3 years –Seating Mechanism and pneumatic cylinders: 3 years –Moving parts, fabric and foam: 2 years;
- Tek Vue®, Focus™, Altos® and Optos® Full-Height Wall Systems, which are warranted for 10 years from the date of delivery;
- The Routes™ flooring system, which is warranted for 10 years from the date of delivery;
- Teknion HPL Whiteboard for Thesis Flip Top Table, which is warranted for a period of 3 years, of single-shift service, from the date of delivery.

This warranty does not include:

- Customer's Own Material or finishes applied to Teknion products (which include graded-in fabrics, which are treated by Teknion as a Customer's Own Material);
- Natural Wood Veneer which is a natural material and will have shade differences between veneer sheets, which will be more apparent between differing lots and fading on wood veneers that can be caused by exposure to U.V. rays/sunlight;
- Wood color, grain and stain acceptance which may occur due to the natural elements of wood;
- Marble, which is a natural product. Marble's soft and porous density makes it more vulnerable to damage and chipping;
- Ballast and light bulbs;
- Products which have been modified or which have not been installed or used according to Teknion's application and installation guidelines or warnings;
- Products that must be replaced due to normal wear and tear, negligence, abuse, accident or shipping damage;
- Products used for rental purposes.

In no event shall Teknion be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

This warranty is the Customer's sole remedy for product defect. Teknion makes no warranties, including the express or implied warranties of merchantability and fitness for a particular purpose, other than the express warranties contained herein.

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teknion



GOVERNMENT OF PUERTO RICO

Department of Housing

FORM DV-OSPA-78-5

OSPA
 Invitation for Bid
OFFICE FURNITURE ACQUISITION
 Community Development Block Grant – Disaster Recovery
 Puerto Rico Department of Housing
 Secretary for Legal Affairs
 Insurance Section

**SPECIAL INSURANCE AND BONDING SPECIFICATIONS
 FOR ACQUISITION SERVICES**

LICITATION NUMBER - CDBG-DR-IFB-2019-01

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

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:**

1. (X)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.

2. (X) 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
• 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	\$10,000.00 (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

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

UMDB

LIMIT
• Auto Liability - \$1,000,000.00
• Physical Damages - \$1,000,000.00
• Medical Payments - \$10,000.00
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

4. (X) Umbrella

Limit - \$10,000,000.00

5. (X) Payment and Performance Bond

- (X) a. A document for the total cost of the project under contract.

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- 0 MJB
- (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.
6. (X) The policies to be obtained must contain the following endorsements including as additional insured the **Department of Housing, U.S. Department of Housing and Urban Developments (HUD) 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. 60 Days Cancellation Clause
7. (X) 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.

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.

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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 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.

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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: Office Furniture Acquisition

April 29, 2019
Date



Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

OMB



HUD GENERAL PROVISIONS

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

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

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

General Provisions:**1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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



thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

MD3
All records (files, data, work product) connected with this Contract will be turned over to PRDOH following the Agreement termination to be maintained for the remainder of the grant and post grant closeout.

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

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

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



- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

0MDB The Proposer will comply with the provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective.

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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



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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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

15. SUBCONTRACTING

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

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



- product to be offered and describing the performance of other relevant requirements of the procurement; and
- (vii) Any arbitrary action in the procurement process.

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

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

16. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the PRDOH.

17. INDEMNIFICATION

MOB The CONTRACTOR shall indemnify, defend, and hold harmless the Government of Puerto Rico and PRDOH, its agents and employees, from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the CONTRACTOR in the performance of the services called for in this Contract.

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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

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

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

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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.



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- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - 4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - 5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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



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

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Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- 8) CONTRACTOR shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

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

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

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

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

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

28. BONDING REQUIREMENTS

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

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

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the



bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

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

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

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- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate



action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

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

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

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

33. HEALTH AND SAFETY STANDARDS

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

34. PERSONNEL

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

35. WITHHOLDING OF WAGES

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If in the performance of this Agreement, there is any underpayment of wages by the CONTRACTOR or by any subcontractor thereunder, the PRDOH may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the PRDOH for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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



39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

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

41. POLITICAL ACTIVITY

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

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

45. VALUE ENGINEERING

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

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

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