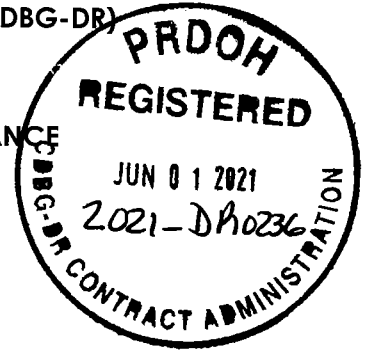




**COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)**

**AGREEMENT FOR  
LEGAL SERVICES FOR FAIR HOUSING AND CIVIL RIGHTS COMPLIANCE  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
Q.R. & ASOCIADOS, LLC**



**THIS AGREEMENT FOR LEGAL SERVICES FOR FAIR HOUSING AND CIVIL RIGHTS COMPLIANCE**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 24 of May, 2021, 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 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, 00918, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **Q.R. & ASOCIADOS, LLC** (hereinafter, the "CONTRACTOR"), with principal offices in 252 Ponce de León Ave., Suite 901, San Juan, Puerto Rico, 00918, herein represented by Hilda Quiñones Rivera, in her capacity as Sole Member, attorney, of legal age, single, and resident of San Juan, Puerto Rico duly authorized by Resolution by the CONTRACTOR dated April 20, 2021.

**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**, under the Bipartisan Budget Act of 2018, signed into law February 9, 2018 (Pub. L. 115-123), an additional \$8.22 billion were allocated by HUD for disaster recovery assistance to the Government of Puerto Rico under CDBG-DR.

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

**WHEREAS**, on August 14, 2018, a Notice was published in the Federal Register Vol. 83, No. 157, (83 FR 40314) that made an additional allocation to Puerto Rico of \$8.22 billion for recovery. 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.

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**WHEREAS**, On September 20, 2018, the Governor of Puerto Rico and the Secretary of HUD signed the Grant Agreement.

**WHEREAS**, the PRDOH is interested in contracting a legal firm to assist PRDOH with providing legal services for Fair Housing and Civil Rights compliance. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

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**WHEREAS**, on February 9, 2021 the PRDOH issued a Small Purchase to acquire legal services for Fair housing and Civil Rights compliance with CDBG-DR funds. This request was placed through email and through the CDBG-DR website. Through this procurement process, PRDOH was able to reach five (5) qualified firms listed for their capacity and experience with federal grants to deliver qualified services.

**WHEREAS**, on March 26, 2021, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

**WHEREAS**, Q.R. & ASOCIADOS, LLC has agreed 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 Small Purchase.

**WHEREAS**, the PRDOH desires to enter into an agreement with Q.R. & ASOCIADOS, LLC to secure its services and accepts the CONTRACTOR's Proposal and costs, and the CONTRACTOR by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the requested services contemplated under this Agreement.

**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 and hourly contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the hourly rates submitted by the CONTRACTOR and evaluated as part of the Procurement Recommendation (**Attachment A**), and as the services are rendered. 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:

<b>Attachment A</b>	Procurement Recommendation
<b>Attachment B</b>	Contractor's Proposal
<b>Attachment C</b>	Scope of Services
<b>Attachment D</b>	Performance Requirements
<b>Attachment E</b>	Insurance Requirements (DV-OSPA-78-5)

**Attachment F** HUD General Provisions  
**Attachment G** Contractor Certification Requirement

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**, ending on May, 23, 2022.
- B. Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term upon mutual written agreement of the parties.
- C.** The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

**III. SCOPE OF SERVICES**

The CONTRACTOR will provide the services described in **Attachment C** 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 Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment A** of this Agreement.
- B.** The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **ONE HUNDRED TEN THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$110,400.00)**; Account Number R02A01ADM-DOH-NA-4130-01-000.
- C.** Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment A**, **Attachment C** and **Attachment D**.
- D.** Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E.** 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.

- F.** 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.
- G.** While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
- H.** CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
- I.** The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
- J.** In order for the CONTRACTOR to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

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

#### **V. REIMBURSABLE EXPENSES**

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


#### **VI. ADDITIONAL SERVICES**

Should the PRDOH require additional services from the CONTRACTOR, the CONTRACTOR shall not be required to perform any such additional services until the parties have executed a written document, signed by the PRDOH and the CONTRACTOR, setting forth the terms and conditions applicable to the performance of such additional services.

#### **VII. 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** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

**VIII. DOCUMENTATION AND RECORDKEEPING**

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. **Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. **Record Retention and Transmission of Records to the PRDOH:** Prior to 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 confidential 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.
- E. **PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

## IX. 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.

## X. 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.

## XI. 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 to this Agreement; 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.

## XII. TERMINATION

- A. Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of CONTRACTOR's failure to fulfill any of its obligations. The PRDOH shall terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefor and the effective date of termination. CONTRACTOR shall, upon written notice, be provided a **ten (10) day** opportunity to cure the alleged defect that resulted in the perceived default. If the defect is not cured within that period of time, CONTRACTOR shall immediately discontinue all such services being terminated and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the PRDOH for damage sustained to PRDOH CDBG-DR Program by virtue of any breach of the Agreement by the CONTRACTOR. The PRDOH may withhold any payments to the CONTRACTOR, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the CONTRACTOR. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- B. Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination. PRDOH shall make payment, in accordance with the terms of this Agreement, of any amounts due to CONTRACTOR for allowable services rendered prior to the termination notice.
- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any

future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.

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- 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.
- 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. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

### **XIII. PENALTIES AND LIQUIDATED DAMAGES**

#### **A. Penalties**

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 **Attachment D** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

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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.

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**B. Liquidated damages**

The CONTRACTOR shall pay to PRDOH, as liquidated damages, one hundred dollars and zero cents (\$100.00) for each calendar day that any task deliverable, required in writing with no less than ten (10) days' advance notice, is late, until deemed in compliance subject to a maximum of five thousand dollars and zero cents (\$5,000.00) established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment C** and **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH, subject to prior written notice to CONTRACTOR. For the purpose of applying and calculating such liquidated damages, a grace period of **two (2) days** shall be observed, counted as of the deadline previously set forth in writing. The PRDOH may deduct and retain the amount of any such liquidated damages from the monies which may become due to the CONTRACTOR hereunder, subject to prior written notice to CONTRACTOR; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

**XIV. 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.

## XV. 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 in OSPA-78-5, attached hereto and made an integral part hereof as **Attachment E**.

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

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

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

### B. Endorsements

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

1. PRDOH, Government of Puerto Rico, HUD and its officers, agents and employees are named as additional insured (except Worker's Compensation) but only with respect to liability arising out of tasks performed for such insured by or on behalf of the named insured.
2. To provide waiver of subrogation coverage for all insurance policies provided or herein in favor of PRDOH and its respective officers, agents and employees.
3. The insurer shall be required to give PRDOH written notice at least **thirty (30) days** in advance of any cancellation 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 CONTRACTOR 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 Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program 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 and Zero Cents (\$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 **thirty (30) 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.

### XVI. 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.

### XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, 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.

#### **XVIII. 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 **seventy-two (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.

#### **XIX. 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.

## XX. 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**

William O. Rodríguez Rodríguez, Esq.  
Secretary  
Puerto Rico Department of Housing  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

**To: CONTRACTOR**

Hilda Quiñones Rivera, Esq.  
Q.R. & ASOCIADOS, LLC  
Sole Member  
252 Ponce de León Ave., Suite 901  
San Juan, PR 00918

## XXI. 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.

## XXII. SUBCONTRACTS

**A. General:** All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), 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.

**E. Notification:** CONTRACTOR shall notify and provide a copy of any and all subcontracts related to this Agreement and CDBG-DR funds to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within **three (3) days** of its execution.

### **XXIII. 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), **Attachment G** (Contractor Certification Requirement) and the following provisions:

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

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

has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

- C. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- E. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- F. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- G. Puerto Rico Child Support Administration (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 Puerto Rico Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- H. Compliance with Act No. 168-2000, as amended, 8 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."
- I. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.:** The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

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

**K. Ethics.** CONTRACTOR also acknowledges receipt of the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

**L. 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:

1. 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.
2. 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.
3. 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.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should it become aware that any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) days** from the date on which CONTRACTOR became aware of the conviction.

**M. 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.

**N. 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.

**XXIV. 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*.

**XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 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 (*Secretaría 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.

**C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico:** The parties acknowledge that the contractor has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment G** to this contract.

**XXVI. 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

and local laws, rules, regulations, and policies relating to CDBG-DR and CDBG Program services. This includes without limitation, applicable Federal Registers; 2 C.F.R. part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. § 35, 24 C.F.R. part 58, 24 C.F.R. part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards, and the environment; and Action Plan amendments and HUD's guidance on the funds. Also, CONTRACTOR shall comply, without limitation, those set forth in **Attachment F** and in compliance with all the requirements described in **Attachment G**.



## XXVII. CDBG-DR POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR program specific and general policies and procedures, including, but not limited to, the Contract and Subrecipient Agreement Manual, OS&H Guideline, MWBE Policy, Procurement Manual and Contractual Requirements, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website ([www.cdbg-dr.pr.gov](http://www.cdbg-dr.pr.gov)), which are herein included and made integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

## XXVIII. SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 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 CFR 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 CFR 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 CFR part 135.

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- 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 contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- G. 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.
- H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**XXIX. 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.

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### XXX.EQUAL OPPORTUNITY

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- A. -The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity 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.
- 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.

### **XXXI.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.
- 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.

### **XXXII.SOLID WASTE DISPOSAL ACT**

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:
  - 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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- 3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
  - a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);

- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **XXXIII. 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.

### **XXXIV. 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.

### **XXXV. 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 2424. 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 2424, 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 2424, in addition to remedies available to PRDOH, 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 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**XXXVI. 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.

**XXXVII. 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.

**XXXVIII. 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.

**XXXIX. 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.

**XL. 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. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

However, PRDOH reserves the right to notify in writing to CONTRACTOR any applicable policies, procedures, regulations, requirements, guidelines, or change in law, whether existing or to be established, as well as changes and/or amendments thereof, and the notified policies, procedures, regulations, requirements, guidelines and laws shall be deemed incorporated by reference to this Agreement without the need of executing a separate written and signed amendment.

**XLI. 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.

**XLII. 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.

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### **XLIII. 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.

### **XLIV. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement or if a conflict occurs between this Agreement and any Attachment, Appendix, Exhibit, or Schedule, unless otherwise specifically stated in those documents, the order of precedence shall be: Federal laws, regulations, and policies applicable to this Agreement, this Contract and the HUD General Provisions (**Attachment F**), the Scope of Services (**Attachment C**), the Procurement Recommendation (**Attachment A**), and lastly, the CONTRACTOR's Proposal (**Attachment B**).

### **XLV. 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.

### **XLVI. CONSOLIDATIONS, MERGERS, CHANGE OF NAME, OR DISSOLUTIONS**

#### **A. Consolidation or Merger**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of Services), tasks, and performance goals or requirements to the resulting or surviving entity.

Upon the consolidation or the merger becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

#### **B. Change of Name**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description

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of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

Upon the change of name becoming effective, and supporting evidence of such event is notified to PRDOH, execution of an Amendment to the Agreement may follow. The Amendment would include, but not limited to, modifications to the clauses that refer to the identity, personal circumstances, address, and any other information related to the signing party deemed relevant by PRDOH for the execution of the Amendment.

Failure to comply with any of the before mentioned conditions, may result in the activation of the termination clauses provided in the Agreement.

### **C. Dissolution**

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for dissolution of the entity, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of the expected effective date of the dissolution; and contact information of one or more of its directors, officials or agents. Upon dissolution, becoming effective, and supporting evidence of such event is notified to PRDOH, termination of the Agreement will follow. Consequently, the signing party acknowledges and agrees to provide to the PRDOH, after termination of the Agreement, the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the tasks or services to the PRDOH or a third party designated by the PRDOH. Moreover, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH following the Agreement termination.

## **XLVII. 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.

## **XLVIII. FEDERAL FUNDING**

The fulfillment of this Agreement is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under this Agreement must be made in accordance with this Agreement, 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.

## **XLIX. 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 Agreement, including any unapproved expenditures. CONTRACTOR must refund such recaptured payments within **thirty (30) days** after the PRDOH issues notice of recapture to CONTRACTOR.

## **L. 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 Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.

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**LI. 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.

**LII. 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. If the Agreement is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Agreement shall be null and void.

**LIII. SURVIVAL OF TERMS AND CONDITIONS**

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

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

**PUERTO RICO DEPARTMENT OF HOUSING**

**Q.R. & ASOCIADOS, LLC**

William O. Rodríguez Rodríguez

William O. Rodríguez Rodríguez (May 24, 2021 10:34 EDT)

**William O. Rodríguez Rodríguez, Esq.**  
Secretary

Hilda Quiñones Rivera

Hilda Quiñones Rivera (May 20, 2021 14:06 EDT)

**Hilda Quiñones Rivera, Esq.**  
Sole Member  
DUNS No. 117389417



GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING

## Attachment A

April 15, 2021

William G. Fios Maldonado, Esq.  
Procurement Office Director  
CDBG-DR Program  
Puerto Rico Department of Housing

Quotations Evaluation and Recommendation  
Community Development Block Grant- Disaster Recovery (CDBG-DR)

### **Small Purchase**

#### **Legal Services for Fair housing and Civil Rights Compliance**

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On January 28, 2021, the Procurement Division received the Procurement Process Request Package from the Legal Division, including the Scope of Work, Cost Estimate for budgetary purposes and Request for Certification of Funds to acquire Legal Services for Fair housing and Civil Rights Compliance. The Puerto Rico Department of Housing (PRDOH) issued this Small Purchase to procure Legal Services for Fair Housing and Civil Rights Compliance for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Programs, under the Action Plan and subsequent action plans. According to the Scope of Work, Qualified respondents will have the expertise and capacity to provide informed legal counsel and take necessary timely actions to ensure appropriate deliverables in response to any request for information, complaint, administrative action, or legal action from citizens, Federal agencies, or other interested parties directed to the PRDOH related to federal Fair Housing and the Civil Rights laws and regulations, as applicable to programs funded under HUD. The Term of the Agreement will be for a performance period of twelve (12) months and The PRDOH reserved the right to award this Small Purchase to multiple Suppliers.

On February 4, 2021, the Legal Division issued the Model Contract and the Insurance Requirements for this purchase. On February 8, 2021, the Finance Division issued a Certification of Funds to certify the availability of funds for \$220,800.

After evaluating the Procurement Process Request Package, the Procurement Division initiated the solicitation process. Accordingly, on February 9, 2021, the Procurement Division sent the Request for Quotation Package (RFQ) via electronic mail to the following firms:

- 1- Jimenez Graffam y Lausell

- 2- Almeida & Dávila, PSC
- 3- Goldman Antonetti & Córdova, LLC
- 4- Adsuar, Muñíz, Goyco & Perez Ochoa, PSC
- 5- Morell Cartagena & Dapena LLC
- 6- Marichal, Hernández, Santiago & Juarbe LLC
- 7- McConnell Valdes
- 8- Q.R. & Asociados, LLC
- 9- Casillas Santiago Torres Law LLC
- 10- González Law Services, PSC
- 11- Ferraiuoli LLC
- 12- Marini Pietrantonì Muñíz LLC
- 13- Pelot Gonzalez Attorneys & Conselors at Law
- 14- Pietrantonì Méndez & Alvarez LLC
- 15- Corretjer, LLC
- 16- Vidal, Nieves & Bauza LLC
- 17- Rexach & Picó Attorneys at Law
- 18- Cancio, Nadal & Rivera, LLC
- 19- DLA Piper (Puerto Rico) LLC
- 20- Bufete Adames-Soto
- 21- Estrella, LLC
- 22- Indiano & Williams, P.S.C.
- 23- Anabel Rodriguez Alonso

The list of firms was drawn up from a database the Procurement Division developed during the Pre-Solicitation phase. The solicitation was also published on the CDBG-DR website. The solicitation was also sent to the Section 3 personnel via email to share it with the entities identified as Section 3 businesses. The invited firms were required to submit their quotes on or before March 10, 2021 at 4:00pm. The submission date was amended three times by means of Addendum 2, 4 and 5. The last day to submit quotes was set for March 26, 2021.

In an effort to promote this purchase among local firms, on February 12, 2021, the Procurement Division sent a letter via electronic mail to the following Professional Associations: Puerto Rico Lawyer Association, the Bar Association of Puerto Rico, Puerto Rican Notarial Institute, Puerto Rico Notary Association and the three (3) law schools in Puerto Rico (University of Puerto Rico School of Law, Inter American University School of Law and the Pontifical Catholic University of Puerto Rico School of Law). In addition, on February 18, 2021, the Procurement Division sent via email a letter to the American Bar Association.

The Procurement Division issued an Addenda to include new documents as part of the Request for Quotation Package, amend documents, clarify and answer questions submitted by potential suppliers and extend the due date to submit quotes. The Addenda was sent to all invited firms via email. The Addenda was also uploaded to the CDBG-DR website and shared via email with the invited firms. **Table 1**, below includes

information of the Addenda.

**Table 1. Addenda Publication**

Addendum No.	Date Issued	Reason
1	March 8,2021	This Addendum included the following new document: Questions and Requests for Clarifications Log.
2	March 10, 2021	This Addendum extended the deadline to submit quotes to March 17, 2021 at 2:00 p.m.
3	March 11, 2021	This Addendum included the following new document: Questions and Requests for Clarification Log; and OSPA (Insurance Requirements) revised for Addendum No. 3
4	March 16, 2021	This Addendum extended the deadline to submit quotes to March 24, 2021 at 2:00 p.m.
5	March 23, 2021	This Addendum extended the deadline to submit quotes to March 26, 2021 at 2:00 p.m.
6	March 25, 2021	This Addendum included the following new document: Questions and Requests for Clarifications Log.

**Table 2**, below summarizes the quotes received.

**Table 2. Quotes Received**

Firm	Quote	Date Received	Time
<b>The Consulting Lead, Inc.</b>	\$153,600	March 9,2021	9:21 pm *
CSC Group LLC.	\$80,400	March 10,2021	12:05 pm
Santiago Romero & Asociados	\$114,000	March,23 2021	4:18 pm
Gonzalez Law Service, PSC.	\$99,600	March 24, 2021	5:26 pm
Q. R. & Asociados, LLC.	\$116,400	March 26, 2021	1:57 pm

**\*Note:** On April 5, 2021, The Consulting Lead, Inc., indicated by email that they would not be able to participate. Therefore, evaluation of their documents was not performed.

During a preliminary assessment of the documentation submitted by the participating suppliers, the Procurement Division noted that the quotes received did not have all of the

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information or documentation that was necessary for the procurement division to perform the corresponding evaluation.

As quotes were being received, any documents that initially were not provided by the suppliers would be requested accordingly in order to provide an opportunity for the supplier to properly participate.

On March 9, 2021, the Consulting Lead, Inc., sent their RFQ package, but did not include acknowledged to the Model Contract and Insurance Requirements document (OSPA). On March 11, 2021 the Procurement Division sent an email requesting to initialize the Model Contract and Insurance Requirements, and on March 17, 2021 the supplier sent the initialized documents as requested.

On March 10, 2021, CSC Group LLC, submitted the RFQ package, and after verifying the documents received, the Procurement Division identified that the document titled; Request for Quotations Form, that was received belonged to another small purchase where the supplier was also participating. In addition the Insurance Requirements (OSPA), document that was received was not the revised (OSPA) that was amended by the Addendum 3, dated March 11, 2021.

On March 19, 2021, the Procurement Division sent an email to CSC Group LLC, indicating that it was in the process of evaluating their quote and needed that the document would be corrected and re-sent. On March 22, 2021, the supplier sent the correct Request for Quotations Form and the amended Insurance requirements (OSPA), document.

On March 25, 2021, the Procurement Division searched in the SAM Data Record System and verified if the suppliers that had submitted their quotes were registered in SAM.Gov. When searching the record for Gonzalez Law Service, PSC, the search generated the following message; Access to this entity registration is restricted and cannot be displayed through public search. An email was sent to Gonzalez Law Service, indicating that the PRDOH needed to verify the SAMS registration by performing a public search. An email was sent to Gonzalez Law Service, PSC indicating that it was necessary that they resolved the issue that was preventing the PRDOH to verify the entity's registration in SAM.GOV.

On that same day, a search in the SAM Data Record System was performed to revise the CSC Group LLC registration. The search indicated that the entity was not registered. An email was sent indicating that their quotes were being evaluated and also reminded them that as it was established in the RFQ package, it is required that all participating entities must be registered in SAM.Gov.

On March 26, 2021 the Procurement Division sent a general email to all participating suppliers indicating that in order for the PRDOH to evaluate properly the quotes submitted by all of the entities, it was necessary that they would be sure to provide the required information related to the Key Staff. As stated in the Scope of Services in **Section 2.1** it was required to provide the necessary information and documentation that would

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support and demonstrate the Staff Experience and Qualifications.

On March 26, 2021 the Procurement Division sent another general email to all participating suppliers indicating that in order for the PRDOH to evaluate properly the quotes submitted by all of the entities, it was necessary as stated in the Scope of Services, that the Senior Attorney and the Associate Attorney must be Licensed Attorneys at Law in good standing and were authorized to appear before the United States District for the District of Puerto Rico. It was requested that the entities provide the Certificate of Good Standing and other documentation to comply with the requirements mentioned above.

On March 29, 2021, an email was sent to The Consulting Lead, Inc., CSC Group LLC and Gonzalez Law Service, PSC, indicating that the Senior Attorney and Associate Attorney must demonstrate they are in Good Standing. A request was made that the entities provided their Good Standing Certification, issued by the Supreme Court of P.R. by March 31, 2021. In addition it was also required that specific information about Fair Housing and Civil Rights Experience was provided. As stated in the Scope of Services in **Section 2.2** and described below:

The Provider should have provided evidence of the experience acquired by disclosing:

- i) three (3) current or former clients in which the Supplier has managed matters and/or provided legal advice or opinions related to Fair Housing and Civil Rights Compliance; or,
- ii) three (3) cases in which the Supplier has appeared before a Court or Administrative Agency that the SUBJECT matter is Fair Housing and Civil Rights Compliance; or,
- iii) three (3) instances that include the combination of both requirements

This requirement was also requested in the email sent on March 29, 2021.

On April 5, 2021, the Procurement Division sent another email to The Consulting Lead, Inc., CSC Group LLC and Gonzalez Law Service, PSC, regarding the previous request. Considering the non-responsiveness to the communications, the suppliers were asked to attend the requirements that were established in the attached email dated March 29, 2021 or to please indicate as soon as possible if their entity was still interested in participating in this small purchase.

On April 5, 2021, The Consulting Lead, Inc., indicated by email that they would not be able to participate. Nevertheless, no response was received from CSC Group LLC and Gonzalez Law Service, PSC, regarding the Good Standing Certificates and the documentation that would demonstrate their specific experience in Fair Housing and Civil Rights.

The Procurement Division proceeded to evaluate all of the documents that were submitted by all of the participating suppliers accordingly.

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The Scope of Services specified requirements related to the two Key Staff. **Table 3**, below includes the general description for Key Staff.

**Table 3. General Description of Required Key Staff**

Table 3. General Description of Required Key Staff	
Senior Attorney	<ul style="list-style-type: none"> <li>+ Ten (10) years of experience practicing law in local and federal forums.</li> <li>+ Experience working for or interacting with HUD and/or similar Federal agencies on administrative and legal actions against public or private entities.</li> <li>+ Experience in compliance with HUD regulations.</li> <li>+ Three (3) years of experience in Civil Rights Compliance and discrimination issues.</li> <li>+ Must be a licensed Attorney at Law in good standing and authorized to appear before the United States District for the District of Puerto Rico.</li> </ul>
Associate Attorney	<ul style="list-style-type: none"> <li>+ Five (5) years of experience practicing law in local and federal forums.</li> <li>+ Knowledge in compliance with HUD regulations.</li> <li>+ Experience with HUD and/or similar Federal agencies on administrative and legal actions against public or private entities.</li> <li>+ Must be a licensed Attorney at Law in good standing and authorized to appear before the United States District for the District of Puerto Rico.</li> </ul>

In order to comply with the Key Staff Requirements established in the Scope of Services, the supplier should have submitted résumés for the proposed Key Staff. **Table 4**, below summarizes their Key Staff evaluation.

**Table 4. Key Staff Evaluation**

Firm	10 year Experience practicing law in local and federal forums for Senior Attorney. 5 year Experience for Associate Attorney	Experience working for or interacting with HUD and/or similar Federal agencies.	Experience in compliance with HUD regulations	Three (3) years of experience in Civil Rights Compliance and discrimination issues.	Licensed Attorney at Law in good standing	Authorized to appear before the United States District for the District of P.R.
CSC Group LLC.	Did not provide or submit information regarding experience practicing law in local and federal forums for Senior or	Did not provide or submit information regarding experience interacting with HUD and/or similar Federal	Did not provide or submit information regarding experience with HUD.	Did not provide or submit information regarding experience with Civil Rights or Discrimination	Did not Submit Good standing Certificate for its Senior or Associate Attorney	Did not submit Certification or Copy of License to appear before the United States District for the District of P.R for its

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	Associate.	agencies.				Senior or Associate Attorney
Santiago Romero & Asociados	Experience in judicial and administrative legal fields for Fair Housing and Civil Rights	Experience providing legal advice to leading corporations and housing managers with multiple projects subsidized with HUD.	Experience with creating and developing internal policies and procedures for Housing management in areas of Fair Housing and Civil Rights.	Experience appearing before Court and Administrative Agencies representing clients with discrimination issues.	Submitted Good standing Certificate for Senior and Associate Attorney	Submitted Copy of License to appear before the United States District for the District of P.R for its Senior and Associate Attorney
Gonzalez Law Service, PSC.	Experience in private practice litigation and providing legal administrative and civil law advice to the Senate. Provided advice to Municipalities with federal funds.	Experience with municipalities compliance with HUD regarding CDBG funds.	Experience with municipalities compliance with HUD regarding CDBG funds.	Did not provide or submit information regarding experience with Civil Rights or Discrimination	Did not Submit Good standing Certificate for Senior and Associate Attorney	Submitted Copy of License to appear before the United States District for the District of P.R for its Senior and Associate Attorney
Q. R. & Asociados, LLC.	Stated having experience in both judicial and administrative legal fields for Fair Housing and Civil Rights	Experience representing public entities before state and federal forums including HUD, EPA, FEMA and DOJ.	Experience drafting Housing and Continues occupancy policies and regulations ensuring Fair Housing Compliance.	Experience appearing before Court and Administrative Agencies representing clients with discrimination issues.	Submitted Good standing Certificate for Senior and Associate Attorney	Submitted Copy of License to appear before the United States District for the District of P.R for its Senior and Associate Attorney

According to **Section 2.2 the Scope of Services**, the supplier should have provided evidence of the experience acquired by disclosing:

- i) three (3) current or former clients in which the supplier has managed matters and/or provided legal advice or opinions related to Fair Housing and Civil Rights Compliance; or,
- ii) three (3) cases in which the supplier has appeared before a Court or Administrative Agency that the subject matter is Fair Housing and Civil Rights Compliance; or,

- iii) three (3) instances that include the combination of both requirements.

CSC Group LLC and Gonzalez Law Service, PSC did not provide names of clients for which they provided legal advice pertaining to Fair House and Civil Rights and did not provide cases in which they appeared before a Court or Administrative Agency in which the subject matter was Fair Housing and Civil Rights Compliance. Therefore, CSC Group LLC and Gonzalez Law Service, PSC did not comply with the requirements stated in **Section 2.2** the Scope of Services.

Santiago Romero & Asociados and Q. R. & Asociados, LLC, provided a list of clients for which they provided legal advice pertaining to Fair House and Civil Rights and also provided cases in which they have appeared before a Court or Administrative Agency in which the subject matter is Fair Housing and Civil Rights Compliance. Therefore, Santiago Romero & Asociados and Q. R. & Asociados, LLC have complied with the requirements stated in **Section 2.2** the Scope of Services.

After a complete evaluation of all the documents provided by the suppliers, it was determined that CSC Group LLC and Gonzalez Law Service PSC, were not able to demonstrate their compliance with the requirements for the Key Staff and did not disclose the required information of clients or cases to demonstrate the required experience with Fair Housing and Civil Rights compliance; therefore it was determined they were not responsive. Nevertheless, Santiago Romero & Asociados and Q. R. & Asociados, LLC, were able to demonstrate their compliance with the requirements of the Key Staff and the experience with Fair Housing and Civil Rights compliance.

After evaluating the documents submitted by Santiago Romero & Asociados and Q. R. & Asociados, LLC, the Procurement Division determined that they were in compliance with all required specifications in the solicitation; therefore, it was determined that they were both responsive.

In order to determine the reasonableness of the price, the Procurement Division performed a price reasonableness verification by comparing the rates (for Senior Attorney and Associate) received from the two responsive entities to one another.

**Table 5. Price Reasonableness verification**

Firm	Rates (Senior Attorney)	Average	Comparison between Average	Rates (Associate Attorney)	Average	Comparison between Average
Santiago Romero & Asociados	\$ 175	\$ 180	-2.77 %	\$ 150	\$ 150	0 %
Q. R. & Asociados, LLC	\$ 185	\$180	+2.77 %	\$ 150	\$ 150	0 %

As shown in **Table 5**, after a comparison of the rates submitted the Procurement Division determined the price to be reasonable.

The Procurement Division verified the System for Award Management (SAM) and confirmed both supplier's eligibility. The Limited Denial of Participation (LDP), HUD Funding Disqualifications and Voluntary Abstention List was also searched to confirm that the supplier are not under a HUD imposed LDP. Copy of the search results is retained in the procurement file.

Given the above, and after consulting with the user about the possibility of selecting more than one supplier, the Procurement Division recommends awarding the Small Purchase for Legal Services for Fair Housing and Civil Rights Compliance to Santiago Romero & Asociados and Q. R. & Asociados, LLC, responsive and responsible suppliers whose quotes are reasonable and meet the requirements of this solicitation. The \$220,800 funds available for the services will be distributed among both recommended suppliers based on the rates provided for the required Key Staff positions up to a maximum of \$110,400 for each contract.

For supporting documentation, please refer to the Procurement File.

**Attachments:**

- Scope of work/Services signed by Selected Supplier(s)
- Term and conditions initialized by Selected Supplier(s)
- Awarded Quote(s) signed by Selected Supplier(s)
- Non-Conflict of Interest Certification signed by Selected Supplier(s)
- SAM Search

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# Attachment B

GOVERNMENT OF PUERTO RICO  
PUERTO RICO DEPARTMENT OF HOUSING  
Community Development Block Grant – Disaster Recovery

SMALL PURCHASE FOR  
**Legal Services for Fair Housing and  
Civil Rights Compliance**

Respondent:  
**Q.R. & Asociados, LLC**

Submission:  
**March 26, 2021**

Government of Puerto Rico  
Puerto Rico Department of Housing

Community Development Block Grant – Disaster Recovery  
**Legal Services for Fair Housing and  
Civil Rights Compliance**

**Respondent:  
Q.R. & Asociados, LLC**

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• Addendum No. 6, dated March 26, 2021 <sup>1</sup>	

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<sup>1</sup> Addendum No. 6 was delivered to the Respondent via electronic mail on March 26, 2021.

Government of Puerto Rico  
Puerto Rico Department of Housing  
Community Development Block Grant – Disaster Recovery

**Legal Services for Fair Housing and Civil Rights Compliance**

**Respondent:**  
**Q.R. & Asociados, LLC**

**I. Small Purchase for Fair Housing and Civil Rights Compliance**

**A. Background**

On February 9, 2021, the Puerto Rico Department of Housing ("PRDOH") issued a Small Purchase for Fair Housing and Civil Rights Compliance (the "SP"), for the Community Development Block Grant for Disaster Recovery programs ("CDBG-DR").

The legal services being procured will support the PRDOH in the administration of the CDBG-DR Programs. The selected Respondent will have the expertise and capacity to provide informed legal counsel and take necessary timely actions to ensure appropriate deliverables in response to any request for information, complaint, administrative action, or legal action from citizens, Federal agencies, or other interested parties directed to the PRDOH, which are related to federal Fair Housing and the Civil Rights laws and regulations, as applicable to programs funded under HUD. The selected Respondent will help the PRDOH to: ensure administrative and programmatic compliance; minimize administrative burdens; avoid legal vulnerabilities; and vigorously defend the position of PRDOH in any allegation of discrimination or other fair housing and civil rights compliance violations.

In general terms, the selected Respondent's services to the PRDOH shall include:

- Provide counsel on the development, review, and implementation of administrative and programmatic documents to ensure compliance with Fair Housing and Civil Rights laws and regulations;
- Interface with PRDOH and/or HUD Fair Housing and Equal Opportunity (FHEO) personnel as needed on behalf of PRDOH, including but not limited to, review and respond to requests for information, review and respond to inquiries associated with current and potential allegations of Fair

Housing or Civil Rights violations, draft briefs, analyze data, and provide strategy recommendations to PRDOH;

- Advise PRDOH on appropriate recordkeeping and documentation methods to ensure an effective defense against allegations of civil rights and related violations.
- Evaluate complaints of alleged discrimination or communications received from HUD or FHEO regarding such allegations, including requests for data and information;
- Prepare responses and related deliverables to any administrative actions taken by HUD or other entities against PRDOH regarding any alleged discrimination or violations of civil rights-related laws;
- Respond to any legal action by any person or entity against PRDOH alleging discrimination or violations of civil rights protections; and
- Take any other formal actions as directed by PRDOH to review, process, litigate, defend and resolve allegations of Fair Housing civil rights violations.

As will be shown in this submission, the attorneys at **Q.R. & Asociados, LLC** have the expertise, experience and knowledge needed to maximize Fair Housing and Civil Rights Compliance in the performance and delivery of the various programs comprising CDBG-DR.

#### **B. CDBG-DR Program**

The one-two punch of hurricanes Irma and Maria in September 2017 had a devastating effect on Puerto Rico, ranging from catastrophic damages to the island's housing stock to almost complete destruction of the island's power grid. In response, the U.S. Department of Housing and Urban Development ("HUD") approved a comprehensive, long-term disaster recovery plan intended to address the unmet housing, planning, development, infrastructure and related needs of Puerto Rico, while contributing to a much-needed transformation of the island's development paradigm.



In February 2018, the Government of Puerto Rico designated the PRDOH as the grantee of the CDBG-DR funds allocated to Puerto Rico by the U.S. Congress, which at the time exceed \$10 billion.<sup>2</sup>

The recovery process has been equally painful, aided in part by the 2020 Earthquakes that ravaged much of the Southeastern region of Puerto Rico and the COVID-19 pandemic lockdown.

However, in the year 2021 the PRDOH has positioned itself to scale and accelerate the implementation of the comprehensive disaster recovery initiatives defined in the CDBG-DR Action Plan, intended to: "address the urgent humanitarian needs of [Puerto Rico's] residents while also developing and implementing a transformative recovery. This recovery plan is based on available funding to recover and rebuild, and just as importantly, to stimulate economic growth in every affected community. This Action Plan is based on a thoughtful, coordinated approach to support the rebirth of the Island".<sup>3</sup>

That said, the recovery process is not limited to building and repairing structures. It is not all about concrete and rebar. For the CDBG-DR Action Plan to be truly successful and to produce a lasting transformation, it must protect the civil rights of all beneficiaries, especially the protected groups, which so often are the subject of discriminatory treatment.

*[The] Puerto Rico Department of Housing, as a CDBG-DR Program grantee, is committed to ensuring that its programs affirmatively further access to fair housing and that its policies and procedures do not discriminate against individuals based on any protected class which would deny the opportunity to participate in, access, or benefit from the programs and activities carried out as part of the CDBG-DR Program.*

See, <https://cdbg-dr.pr.gov/en/fair-housing/>.

To comply with this mandate, the PDOH is seeking qualified, experienced Respondents to provide time-sensitive, effective and efficient legal counsel to help the program avoid, mitigate and

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<sup>2</sup> See, *inter alia*, Continuing Appropriations Act, 2018; the Supplemental Appropriations for Disaster Relief Requirements Act, 2017; Pub. L. 115-56, dated September 8, 2017 (83 FR 5844); and Bipartisan Budget Act of 2018, Pub. L. 115-123, dated February 9, 2018 (83 FR 40314).

<sup>3</sup> See, Puerto Rico Disaster Recovery Action Plan – Amendment Six, at iv.

ultimately resolve any Fair Housing and Civil Rights compliance actions.

As this submission will show, Q.R. & Asociados, LLC is uniquely positioned to provide wise counsel to the PRDOH to ensure comprehensive, sustained and consistent Fair Housing and Civil Rights compliance in the implementation of its CDBG-DR programs.

## II. Experience and Qualifications

### A. Firm Profile

Our boutique law firm, **Q.R. & Asociados, LLC**, was established in 2013 by Hilda Quiñones-Rivera, to bring together a select group of attorneys and legal professionals to provide personalized, high-quality, cost effective legal services to public and private clients, with a focus on public procurement and contracting, construction law, federal regulatory compliance, and commercial civil litigation.

For the past 21 years, Ms. Quiñones has represented Puerto Rico's largest contractors and developers, construction managers, medical device manufacturers, service suppliers and public agencies and corporations before state and federal administrative agencies, and state court and federal courts, with a focus on problem-solving and cost-effectiveness.

**Q.R. & Asociados, LLC** has successfully litigated matters relating to public and private construction contracts (including extended overhead, wrongful default and construction defects), public procurement (documents drafting, bid challenges and proposal evaluation), real estate development, regulatory compliance (federal and state agencies), commercial damages (breach of contract, collection of monies and bid challenges), permitting, contract law and general commercial civil litigation.

Our attorneys will use their diverse backgrounds (social sciences, conflict resolution, advocacy, and natural sciences) to ensure that the CDBG-DR program addresses the challenges of implementation at the most advantageous conditions to the client and its tens of thousands of beneficiaries, while ensuring utmost regulatory compliance.

Over the years, our office has successfully represented a wide range of public entities, before state and federal courts and government agencies, including HUD, the Environmental Protection Agency, the U.S. Department of Justice, and FEMA. In the public realm, we have provided services to the Puerto Rico Public Housing Administration,

the Puerto Rico Department of Housing, the Department of Economic Development and Commerce, the Municipality of San Juan and the Government Development Bank for Puerto Rico.

We have drafted housing and continues occupancy policies and regulations, assisted the Puerto Rico Public Housing Administration in the development of public policy, and have provided valuable counsel to the agency to ensure fair housing compliance.

Ms. Quiñones also served as Assistant General Counsel for the Puerto Rico Infrastructure Financing Authority and the Puerto Rico Highways and Transportation Authority. Additionally, our associates have held important positions within the Puerto Rico Industrial Development Company, the Department of Treasury, Department of Economic Development, and Commerce and the Puerto Rico Judicial branch, adding to the firm's extensive knowledge in public practice.

Our offices are located in the heart of the banking sector in Hato Rey at 252 Ponce de León Ave., San Juan, Puerto Rico, just minutes away from the offices of the PRDOH and the CDBG-DR Grant Manager. This centralized location facilitates our on-site availability to quickly handle daily task assignments from DOH staff and consultants. Additionally, our offices are fully capable of performing remote work in the age of COVID-19, without skipping a beat.

On January 17, 2020, our firm obtained DUNS Number 117389417. (See, **Attachment D-1.**)

On March 9, 2021, we filed a request for registry at [www.SAM.gov](http://www.SAM.gov), which is pending review. On March 23, 2021, we received confirmation of validation of our Taxpayer Identification Number (TIN) and Taxpayer Name, known as the IRS TIN Match. (See, **Attachment E-1.**)

Moreover, our firm is a woman-owned, and minority-owned small business. The federal government's goal is to award at least 5% of all federal contracting dollars to women-owned small businesses each year. Our firm will apply for certification as an economically disadvantaged women-owned business with the Small Business Administration in the coming days.

#### **B. Areas of Expertise**

As it pertains to the successful development and implementation of federally funded programs, **Q.R. & Asociados, LLC** has developed invaluable legal and regulatory expertise that will assist the CDBG-DR team at this crucial point.

**Q.R. & Asociados, LLC** is able to provide the legal consulting services required by CDBG-DR in a cost-effective and efficient manner. We are ready to jump in and become a part of the team at a moment's notice. Our staff have met the DOH employees and consultants working on CDBG-DR. In fact, we were asked to provide initial assessments and evaluations during the early stages of the program.

### 1. HUD Regulations

Since 2010, our principal has provided legal consulting services to the Puerto Rico Public Housing Administration ("PRPHA") in connection with regulatory interpretation in matters such as admissions and occupancy policies, construction contracts, ACC conditions, public housing designation, demolition applications, Section 504 and accessibility compliance, and public procurement, among others. In this role, we have prepared dozens of legal opinions, drafted multiple contracts, reviewed HUD requests for information. Additionally, we routinely participate in meetings with PRPHA top management to discuss public policy development and interpretation.

Our legal opinions have served to clarify issues and demonstrate the agency's compliance with HUD rules, which, in turn, is beneficial to the agency's budget. We have drafted vital regulations and have assisted in the timely and successful of HUD mandates in areas ranging from lease terms to housing counseling services.

Our attorneys have drafted emergency contracts, have prepared requests for HUD concurrence and have represented the PRPHA before HUD staff in Puerto Rico and headquarters.

In the private sphere, **Q.R. & Asociados, LLC** negotiated a substantial conciliation agreement with HUD to settle complaints for alleged violations of FHA accessibility conditions. During this process, we served as client representative before the federal agency to ensure that necessary retrofits are implemented at the property in cost effective and efficient manner.

### 2. Disaster Recovery Programs

Since October 2017, just a few weeks after the one-two punch from Hurricanes Irma and Maria, **Q.R. & Asociados, LLC** has provided vital legal consulting and representation services in connection with various recovery activities, including FEMA's Sheltering and Temporary Essential Power Program (STEP), damage evaluations, construction contracting, and regulatory interpretation.

In a matter of weeks, at the request of Housing, we put together a team of attorneys and legal staff to assist in the development of the \$1.6 billion program. Our knowledge and understanding of federal regulations was vital to its success.

During the implementation phase, we developed procedures, prepared legal opinions and consulted with the Secretary and Deputy Secretary of Housing to maximize the positive impact of the program in hundreds of thousands of disaster survivors. Additionally, we drafted and negotiated program management and contractor agreements, interpreted local law on construction taxes, assisted Housing in the application of local property laws, and represented the agency in Puerto Rico courts.

Undoubtedly, this experience allowed our law firm to obtain substantial hands-on experience and expertise in the development and implementation of billion-dollar federally funded disaster recovery programs.

### **3. Government Contracting and Procurement**

Our office has successfully represented multiple public agencies and private parties in bid challenges before the Puerto Rico Appeals Court, the General Services Administration, and the Department of Housing's Bids Review Board.

Most recently, we represented Housing in defending the award of the contracts for CDBG-DR's Title Clearance Program. The Review Board dismissed the challenge filed by one of the unsuccessful respondents, thereby confirming the service agreements executed by the agency.

Public contracting in Puerto Rico can be overwhelming. The failure to adequately comply with applicable provisions can bar payment of services rendered. To avoid this situation, much of our time is dedicated to ensuring that all contracts and agreements comply with statutory requirements applicable to the disbursement of public funds.

### **4. Commercial Civil Consulting and Litigation**

Our office provides valuable legal consulting services to private clients, including corporate structuring and organization, commercial civil litigation, trademark infringement, collection of funds, financing arrangements, Act 20 and Act 22 compliance, and others.

Since our inception, **Q.R. & Asociados, LLC** has become the go-to legal shop for dozens of business entities. In the private sector, we have represented major local developers and contractors, non-profit organizations, program managers, small business owners, engineering and architecture firms, and Act 22 investors in areas ranging from construction law, contract negotiation, commercial civil litigation, corporate law, and federal environmental compliance.

We have obtained favorable judicial outcomes for our clients in administrative agencies (HUD, DACO, CSP), the Puerto Court of First Instance, the Puerto Rico Court of Appeals, U.S. District Court for the District of Puerto Rico, and the First Circuit Court of Appeals. In all, we have obtained favorable outcomes for our clients in well over 85% of cases entrusted to us.

Our representative private clients have included: F&R Construction Group, Inc.; TKL Global Services; HNJ Gas Station; Unique Consulting Services; AT Development; Landa Umpierre, PSC; Right Way Environmental Contractors Corp.; VP Petroleum; DLA Piper; Habitat for Humanity International Puerto Rico; Caribe Tecno, CRL; Pulte Homes; Villas de Beatriz, Inc.; Servicios Agecom, LLC; Boreas Arquitectos; Title Security Group; Impact One LLC; Urbanus Development; Tres Palmas Inn; and E.C. Waste.

### **III. Fair Housing and Civil Rights Compliance**

#### **A. Approach to the Services**

Our office has provided valuable assistance to public entities and private corporations in connection with federal Fair Housing and Civil Rights Compliance, including:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000(d) et seq.; Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701(u); Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act), 42 U.S.C. § 3601 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 109 of the Housing and Community Development Act of 1974 (HCDA), as amended, 42 U.S.C. § 5309; Housing for Older Persons Act of 1995 (HOPA), Pub. L. 104-76; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; Architectural Barriers Act of 1968, 42 U.S.C. § 4151, et seq.; Executive Order No. 11063 (1962), Federal Register, Vol. 27, No. 228, p.11527, 27 FR 11527 (November 24, 1962); Executive Order No. 11246 (1965), Federal Register, Vol. 30, No. 187, p. 12319, 30 FR 12319 (September 28, 1965) as amended by Executive Order No. 11375 (1967), Federal

Register, Vol. 32, No. 201, p. 14303, 32 FR 14303 (October 17, 1967); Executive Order No. 12892 (1994), Federal Register, Vol. 59, No. 13, p. 2939, 59 FR 2939 (January 20, 1994); Executive Order No. 13166 (2000), Federal Register, Vol. 65, No. 159, p. 50121, 65 FR 50121, (August 16, 2000); Executive Order No. 12898 (1994), Federal Register Vol. 59, No. 32 (February 16, 1994), Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations; General HUD Program Requirements: Equal Access to HUD-assisted or Insured Housing (24 C.F.R. § 5.106); and Equal Employment Opportunity Act of 1972, Pub. L. 92-261.

Additionally, contrary to common belief, compliance with Fair Housing and Civil Rights protections is not limited to federal rules and regulations. In fact, all CDBG-DR services must also comply with:

Act No. 131 of May 13, 1943, 1 LPRA § 13, known as the "Puerto Rico Civil Rights Act" – Discrimination in Public Places, Businesses, Transportation, and Housing; Act No. 238-2004, as amended, 1 LPRA § 512(a), known as the "Bill of Rights of Persons with Disabilities"; Constitution of the Commonwealth of Puerto Rico-1952, 1 LPRA Constitution of the Commonwealth of Puerto Rico; Act No. 100 of June 30, 1959, as amended, 29 LPRA § 146 et seq., known as the "Employment Discrimination Act of 1959"; Act No. 97 of June 10, 1972, 3 LPRA § 441 et seq., as amended, known as the "Department of Housing Organic Act"; Act. No. 44 of July 2, 1985, as amended, 1 LPRA § 501 et seq., known as the "Act to Prohibit Discrimination Against People with Physical, Mental, or Sensory Impairments"; Act No. 173 of August 31, 1996, as amended, 17 LPRA § 1491 et seq., known as the "Act to establish the State Match for Veteran's Housing and Lease Subsidy Program for Low Income Elderly"; Act No. 219-2006, 3 LPRA § 8321 et seq., Act to Promote the Employment of People with Qualified Disabilities in the Agencies, Dependencies, and Public Corporations of the Commonwealth of Puerto Rico; Act No. 271-2006, To amend Act. No. 100 of 1959, supra, the Employment Discrimination Act of 1959; Act No. 22-2013, Law to Prohibit Discrimination for Sexual Orientation and Gender Identity; Act No. 158-2015, 1 LPRA § 811, et seq., Act for the Defense of Persons with Disabilities of the Commonwealth of Puerto Rico; Act No. 16-2017, 29 LPRA § 251, et seq., Equal Pay Act of Puerto Rico; and Law No. 266-2018, 1 LPRA § 501 note, Equal Access to Information for the Deaf in the Advertising Campaigns of the Government of Puerto Rico Act.

In our experience, compliance with civil rights regulations must be grounded in prevention, which is totally dependent on ensuring that the administration and its partners know, understand and encourage protection in all activities. In this scenario, the role of the attorney does

not start when (or, hopefully, if) an administrative complaint is filed. The truly effective attorney helps the client (in this case, the Puerto Rico Department of Housing and CDBG-DR partners and subgrantees) avoid complaints by drafting robust, complete contracts and protocols; responding to administrative complaints promptly and effectively, and revising protocols and procedures as needed to avert additional complaints.

An administrative Fair Housing process or complaint initiates when an "aggrieved person" or the Secretary of HUD (the "Secretary") files with HUD a complaint within one (1) year after an alleged discriminatory housing practice. As part of the administrative complaint process, HUD has a mandate to attempt to reach a settlement, often times referred to as a conciliation. If the case is not conciliated, HUD shall make determination as to existence of reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur.

If reasonable cause is not found, the Secretary is required to dismiss the complaint. On the other hand, if reasonable cause is found, the Secretary will issue such determination and direct the issuance of a charge against the respondent.

At this stage, the parties to the complaint have the choice to either request the matter be heard by a HUD Administrative Law Judge ("ALJ") or elect to file action in federal court.

If the matter proceeds before an ALJ, action is taken in the name of the Secretary and the matter is pursued on the government's behalf through the office of HUD's General Counsel. The complainant has the option to intervene in the proceeding, but the matter proceeds against the respondent(s) regardless of whether the complainant intervenes or is represented by private counsel.

As part of a judgment, the ALJ may award compensatory damages and may assess civil penalties against the respondent. It may not impose punitive damages.<sup>4</sup>

On the other hand, if either the complainant or the respondent elects to take the case to U.S. District Court, the matter is pursued in the name of the United States by the U.S. Department of Justice. Again, the complainant may intervene and be represented by counsel.

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<sup>4</sup> See <https://www.justice.gov/crt/individual-claims-discrimination-housing>.



The U.S. Department of Justice ("DOJ") may file a complaint pursuant to the FHA when a person has engaged in a pattern or practice of discrimination.

The courts have found a "pattern or practice" when the evidence establishes that the discriminatory actions were the defendant's **regular practice, rather than an isolated instance**. [...] A "pattern or practice" means that the defendant has a **policy of discriminating, even if the policy is not always followed**. (Emphasis provided.)<sup>5</sup>

In cases where it is believed that the facts alleged in the complaint are part of a larger pattern or practice of discrimination, broader charges may be filed against the defendant. Also, DOJ may seek relief for other individuals and additional relief, including civil penalties, in addition to allowable compensatory and punitive damages.<sup>6</sup>

The FHA establishes as U.S. public policy to provide fair housing in accordance with constitutional limitations. Section 810 of the Fair Housing Act establishes the procedures for enforcement of the law through complaints for discriminatory practices in the housing sector.

As part of the complaint process, HUD must conduct conciliation efforts between the parties, which may or may not conclude with a settlement of the action.<sup>7</sup>

A conciliation agreement, if reached, shall be set forth in writing and shall include "assurances that the respondent will satisfactorily remedy any violations of the rights of the aggrieved person, and take such action as will assure the elimination of discriminatory housing practices, or the prevention of their occurrence, in the future."<sup>8</sup>

The complaint process is terminated when a determination or charge is issued, a settlement agreement is signed or the complaint is closed. Once a complaint has been filed, it shall be resolved by HUD within 100 days, or such additional term as agreed. If the process is not conciliated, HUD shall determine "whether reasonable

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<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*, 42 U.S.C. § 3610(b).

<sup>8</sup> 24 C.F.R. §§103.310, 103.300(b).

cause exists to believe that a discriminatory housing practice has occurred or is about to occur".<sup>9</sup>

HUD's Title VIII Complaint Intake, Investigation, and Conciliation Handbook, HUD 8024.1 ("Title VIII Handbook") establishes the necessary guidelines for administration and enforcement of the FHA. The regulation defines how to handle requests for reasonable accommodation, reasonable modifications and complaints for the violation of accessibility standards.

HUD employees are required to verify, corroborate, disapprove or discredit defenses through any of the following manners: interviews with complainant, respondent and their respective witnesses to "ask questions about the defenses raised"; documents such as tenant records, applications, financial records and leases; compare demographic or financial data on current tenants or applicants; review local laws to determine applicability; engagement of expert witnesses to opine on impracticability of making a site accessible; and any other logical actions applicable to the defense.<sup>10</sup>

In the event HUD files a charge against the respondent as a result of the complaint, the respondent or aggrieved person may elect "to have the claims asserted in the charge decided in a civil action" under section 812(o) of the FHA. The election shall be made within 20 days after receipt of service.<sup>11</sup>

Conciliation efforts may include the following relief: (1) monetary damages, including damages caused by humiliation or embarrassment, and attorneys' fees; (2) such other equitable relief including, but not limited to, access to the dwelling at issue or comparable dwelling, the provision of services or facilities in connection with a dwelling, or other specific relief; and (3) appropriate injunctive to eliminate discriminatory housing practices.<sup>12</sup> Information disclosed or obtained during the conciliation process may not be disclosed.<sup>13</sup>

If conciliation is not reached, and HUD determines there is reasonable cause to believe that a discriminatory housing practice has occurred or is about to occur, HUD shall issue a charge for enforcement proceedings.<sup>14</sup> Once a charge is filed, a complainant,

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<sup>9</sup> 42 U.S.C. §3610(g)(1).

<sup>10</sup> Section 7-7, Title VIII Handbook.

<sup>11</sup> 24 CFR § 103.410(b).

<sup>12</sup> 24 C.F.R. § 103.315(a).

<sup>13</sup> 42 U.S.C. §3610(d).

<sup>14</sup> 42 U.S.C. §3610 (g)(2).

a respondent, or an aggrieved person on whose behalf the complaint was filed, may elect to have the claims asserted in that charge decided in a civil action or by an administrative judge. Id.

### **B. Experience**

Our office has provided valuable assistance to public entities and private corporations in connection with Fair Housing and Civil Rights Compliance, as listed below:

1. **Management Agent Agreements** – Before the publication of the RFP for management agents in 2020, the PRPHA asked us to review, revise and amend the corresponding agreements to ensure continued compliance with federal regulations, including without limitation, Section 504 accessibility requirements, Section 3 contracting and reporting, Title VI of the Civil Rights Act, and related regulations.
2. **Voluntary Compliance Agreement** between PRPHA and HUD, dated September 29, 2016 – We have provided counsel to the PRPHA in connection with the negotiation and performance of the 2016 VCA, including assistance in management of specific resident complaints, contract interpretation and responses to HUD requests for information.
3. **PRDOH elderly housing** – Have and continue to counsel the PRDOH on strategies to ensure compliance with the anti-discrimination provisions of Act No. 173, dated August 31, 1996, as amended.
4. **HUD Fair Housing complaints** – We have represented private contractors in connection with Fair Housing Act accessibility complaints, including evaluations, investigations of facts, legal research, responding to data requests, and conciliation discussions. We have created a productive working relationship with FHEO personnel, which will significantly flatten (or eliminate) the learning curve.
5. **Section 3** – We have participated in workshops by HUD to discuss the most recent amendments to Section 3 regulations to ensure the PRPHA construction contracts and service agreements are drafted to promote and oversee compliance.

The above listing is not intended to be exhaustive, but intended to provide the PRDOH with sufficient information to assess Respondent's

ability to provide the services needed in the most advantageous manner to the CDBG-DR programs and all beneficiaries.

**C. Evidence of experience**

As required by the SP, we hereby make the following disclosures:

1. Three (3) current or former clients for which we have managed matters and/or provided legal advice or opinions related to Fair Housing and Civil Rights Compliance:
  - a. Puerto Rico Department of Housing
  - b. Puerto Rico Public Housing Administration
  - c. F&R Construction Group, LLC
  
2. Two (3) cases in which we have appeared before a court or administrative agency in which the subject matter is Fair Housing and Civil Rights Compliance:
  - a. Ass't Secretary for FHEO v. QMC Property, LLC, Quantum Metrocenter Corp., et al. - Case No. 02-15-02444-8
  - b. Blanca Morales Rivera v. QMC Property, LLC, et al. - Case No. 02-16-4060-8

**D. References**

- Hon. William O. Rodríguez Rodríguez, Esq. – Secretary, Puerto Rico Department of Housing, [w.rodriquez@vivienda.pr.gov](mailto:w.rodriquez@vivienda.pr.gov)
- Mr. Alejandro Colón Salgado, Esq. – Administrator, Puerto Rico Public Housing Administration, [asalgado@avp.pr.gov](mailto:asalgado@avp.pr.gov)
- Mr. Aldo Rivera, PE – Section 504 Compliance Director, PRPHA, [alrivera@avp.pr.gov](mailto:alrivera@avp.pr.gov)
- Ms. Vanessa de Mari Monserrate, AIA, MCM – President, F&R Management Services, LLC, [vdemari@frcg.net](mailto:vdemari@frcg.net)

Our compliance strategy is not focused on defending claims, but rather avoiding them by creating an atmosphere of continued compliance. In our opinion, this is best achieved by incorporating the legal team into the process at the outset through workshops, protocols and trainings and developing a close working relationship with all pertinent staff.

#### **IV. Staff Experience and Qualifications**

The designated notary has the degrees, certifications, licenses and experience necessary to perform the services procured by the SP.

##### **A. Senior Attorney**

**Hilda Quiñones Rivera** is the principal of **Q.R. & Asociados, LLC**, with more than 21 years of legal experience in consulting and commercial litigation for public clients, private contractors and developers, investors, charter companies, telecom firms and public entities, including the Department of Housing and the Puerto Rico Public Housing Administration. (See, **Attachment F-1.**)

Ms. Quiñones began **Q.R. & Asociados, LLC** as a solo practice more than eight (8) years ago, and has since grown it into a successful, boutique office with a diverse book of clients. Hilda is recognized as a savvy negotiator and creative problem solver. Her knowledge of the law and the courtroom has helped her maintain a winning record for her clients.

Her experience includes consulting services and litigation assistance for public and private clients, and participation in the procurement, contracting and execution of federally-funded projects and programs. Since the 2017 hurricanes, Ms. Quiñones Rivera has helped an international non-profit organization develop a residential recovery program geared toward low-income homeowners. Also, she played a key role in the development and successful implementation of the "Tu Hogar Renace" shelter-in-place program administered by the PRDOH. She has helped draft and amend HUD-compliant regulations and contracts.

During her tenure as a journalist and editor for several English-language publications, Ms. Quiñones honed her communications skills and business contacts, which have proven invaluable to her legal practice.

##### **B. Associate Attorneys**

**Rafael Rivera Sánchez, LLM**, is admitted to the courts in the Commonwealth of Puerto Rico, the U.S. District Court for Puerto Rico, the First Circuit Court, and the U.S. Supreme Court. Mr. Rivera began his legal as a government attorney with the Puerto Rico Justice Department and the PRPHA. He has extensive litigation and negotiation experience and is knowledgeable of HUD regulations, especially as they pertain to PRPHA contracts and relationships. (See, **Attachment F-2.**)

**Maria S. Hopgood Matías** is admitted to the courts in the Commonwealth of Puerto Rico, and the U.S. District Court for Puerto Rico. Ms. Hopgood is an experienced litigator and knowledgeable government attorney. Her skills as a negotiator will prove valuable to our team and the CDBG-DR programs. (See, **Attachment F-3.**)

**Yara Santiago Durieux** and **José D. Casillas Guevara** are associates at our firm, and, subject to the prior authorization of the PRDOH, they are in a position to support the Respondent's operations in diverse areas, including without limitation, factual investigations, legal research and memoranda of law. Ms. Santiago passed the federal bar on November 2020 and is pending admission. Mr. Casillas is slated to take the federal bar in May 2021. (See, **Attachments F-4** and **F-5.**)

## V. Organizational and Staffing Plan; Deliverables

### A. Staffing Plan

The Senior Attorney will be the point of contact with designated PRDOH staff. We will establish a specific email for receipt of referrals.

Within 24 hours of receipt, we will produce a request for documents or interviews, to be produced within five (5) business days.

Within five (5) business days of receipt of the requested information, our office will produce an action plan with specific items of work, including, as applicable: (i) answer to complaint; (ii) discovery plan; and (ii) conciliation proposal.

Please note that these time limits will be revised to ensure compliance with applicable procedural mandates (state or federal).

The initial evaluation of the case will be performed by the Senior Attorney. Discovery requests and responses, conciliation meetings, and document review will be handled by Mr. Rivera (Associate Attorney) under the supervision of the Senior Attorney. Any overflow will be assigned to Associate Attorney Ms. Hopgood.

Associate attorneys will be available to perform services through the term of the agreement.

**B. Deliverables**

We anticipate the following deliverables:

- Preliminary analysis and requests for information – 24 hours
- Legal memorandum (theory of the case) – 5 business days from receipt of requested information
- Responsive pleadings – within regulatory limits
- Data Requests and responses to Data Requests – within regulatory limits
- Conciliation proposal – 10-20 days from approval of legal memorandum
- Conciliation Agreement – within regulatory limits

We look forward to your review and comments on this proposal, as Q.R. & Asociados, LLC continues to work to the benefit of Puerto Rico's comprehensive recovery programs.  
Respectfully submitted.

  
\_\_\_\_\_  
Hilda Quiñones Rivera  
Q.R. & Asociados, LLC  
March 26, 2021



SCOPE OF SERVICES  
Small Purchase

Legal Services for Fair Housing and Civil Rights Compliance  
Community Development Block Grant - Disaster Recovery  
Puerto Rico Department of Housing

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Small Purchase to procure **Legal Services for Fair Housing and Civil Rights Compliance** for the Community Development Block Grant - Disaster Recovery (CDBG-DR) Programs, under the Action Plan and subsequent action plans.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue the Small Purchase or another version of it, if it deems that doing so is in the best interest of the Public Interest; (ii) amend the contract(s) of the Selected Supplier(s) to, among others, extend its original duration, as further explained in the Small Purchase Package, or to extend the scale of its scope to include work under subsequent CDBG-DR action plans as related to the services requested herein, or to reduce the scale of its scope to decrease work as a consequence of underperformance or inexcusable delays related to the services requested herein; and (iii) to contract to contract with one or more qualified Suppliers for Legal Services for Fair Housing and Civil Rights Compliance as result of the selection of qualified Suppliers or the cancellation of this Small Purchase.

This document defines the work that the Supplier must perform for Legal Services for Fair Housing and Civil Rights Compliance under a contract with PRDOH. A detailed description CDBG-DR Programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD). A complete copy of the Action Plan is available at [www.cdbg-dr.pr.gov/action-plan](http://www.cdbg-dr.pr.gov/action-plan).

If additional CDBG-DR funds are allocated to Puerto Rico during the life of the contract, Supplier staff may be assigned to work on those future federal grants awarded and potentially expand those services to accommodate other similar programs yet to be defined. There is no guarantee of a minimum level of services which may be requested by the PRDOH under a contract.

2. Staff, Services and Tasks

This section defines the Legal Services for Fair Housing and Civil Rights Compliance and related services tasks that the Supplier must perform in order to support the PRDOH in the administration of the CDBG-DR Programs. The selected Supplier(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The scope of services presented is based upon circumstances existing at the time of solicitation. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. The PRDOH reserves the right to retain some of these tasks internally.

Qualified respondents will have the expertise and capacity to provide informed legal counsel and take necessary timely actions to ensure appropriate deliverables in response to any request for information, complaint, administrative action, or legal action from citizens, Federal agencies, or other interested parties directed to the PRDOH related to Federal Fair Housing and the Civil Rights laws and regulations, as applicable to programs funded under HUD. The selected respondent(s) are expected to provide counsel and support related actions at the direction of PRDOH in order to support administrative and programmatic compliance, minimize administrative burdens, avoid



legal vulnerabilities, and vigorously defend the position of PRDOH in any allegation of discrimination or other fair housing and civil rights compliance violations. The selected respondent(s) will be responsible for the following:

- Provide counsel on the development, review, and implementation of administrative and programmatic documents to ensure compliance with Fair Housing/Civil Rights laws and regulations;
- Interface with PRDOH and/or HUD Fair Housing and Equal Opportunity (FHEO) Office on matters as required and necessary on behalf of PRDOH, including but not limited to reviewing and responding to requests for information, reviewing and responding to inquiries associated with current and potential allegations of violation of Fair Housing/ Civil Rights requirements, preparing briefs, analyzing data, and providing guidance on strategy to PRDOH;
- Advise PRDOH on appropriate recordkeeping and documentation of actions and communications to ensure a substantive and effective defense to any allegations of civil rights-related non-compliance.
- Evaluate any complaints of alleged discrimination or communications received by PRDOH from HUD or HUD FHEO regarding the like, including requests for information;
- Prepare responses and related deliverables to any administrative actions taken by HUD or other entities against PRDOH regarding any alleged discrimination or violations of civil rights-related laws;
- Prepare responses and related deliverables to any legal action taken by any entity against PRDOH regarding any alleged discrimination or violations of civil rights-related laws; and
- Take any other formal actions as directed by PRDOH.

### 2.1. Staff Requirements

The Supplier(s) shall have or will secure, at its own expense, all personnel required in performing the services under the Legal Services for Fair Housing and Civil Rights Compliance contract. PRDOH expects the Selected Supplier(s) to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of services under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be added to the resulting contract without the written consent of the PRDOH.

#### 2.1.1. Staff Experience and Qualifications

The Supplier shall provide detailed information about the experience and qualifications of the Supplier's personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. The Supplier should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services.

#### 2.1.2. Organizational and Staffing Plan

The Supplier shall submit the planned level of effort, the anticipated duration of involvement, the on-site availability and their résumés. The Supplier should demonstrate the ability to adequately maintain agreed upon service levels throughout the life of the contract.

The following represents the general descriptions for the positions:

Key Staff	Requirements
Senior Attorney	<ul style="list-style-type: none"> <li>+ Ten (10) years of experience practicing law in local and federal forums.</li> <li>+ Experience working for or interacting with HUD and/or similar Federal agencies on administrative and legal actions against public or private entities.</li> <li>+ Experience in compliance with HUD regulations.</li> <li>+ Three (3) years of experience in Civil Rights Compliance and discrimination issues.</li> <li>+ Must be a licensed Attorney at Law in good standing and authorized to appear before the United States District for the District of Puerto Rico.</li> <li>+ An attorney who does not reside in the Commonwealth of Puerto Rico and who is authorized to practice law before the bar of any United States court or of the highest Court of any state, the District of Columbia, the Commonwealth of Puerto Rico, may apply for permission to appear as attorney of record (Pro Hac Vice) in a particular case or proceeding pursuant to Rule 83A, of the Local Rules for United States District Court for the District of Puerto Rico.</li> </ul>
Associate Attorney	<ul style="list-style-type: none"> <li>+ Five (5) years of experience practicing law in local and federal forums.</li> <li>+ Knowledge in compliance with HUD regulations.</li> <li>+ Experience with HUD and/or similar Federal agencies on administrative and legal actions against public or private entities.</li> <li>+ Must be a licensed Attorney at Law in good standing and authorized to appear before the United States District for the District of Puerto Rico.</li> <li>+ An attorney who does not reside in the Commonwealth of Puerto Rico and who is authorized to practice law before the bar of any United States Court or of the highest court of any state, the District of Columbia, the Commonwealth of Puerto Rico, may apply for permission to appear as attorney of record (Pro Hac Vice) in a particular case or proceeding pursuant to Rule 83A, of the Local Rules for United States District Court for the District of Puerto Rico.</li> </ul>

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**2.2. Services Requested**

The interpretation of legal matters and compliance under the CDBG-DR Programs requires specialization in the field. The hiring of external law firms for certain legal consultations in civil rights compliance is imperative. The legal consulting services for civil rights compliance to be contracted must establish their reasonableness; comply with the level of competitiveness of the market in relation to the attorneys' fees to be invoiced and the quality of the legal resource to be contracted. It is the intent of this Small Purchase to identify and make available to the PRDOH a qualified firm capable of providing a wide range of Legal Services for Fair Housing

and Civil Rights Compliance. The Supplier will assist the PRDOH in the consultation of timely, reliable, high quality legal opinions to support the PRDOH's Legal Division. The Supplier shall be bound by a strict code of ethics to preserve and protect both the established federal laws, rules, and regulations pertaining to CDBG-DR Programs and the rights of individuals. The Supplier must be able to accommodate consultation on as-needed basis.

The Provider shall provide evidence of the experience acquired by disclosing:

- i) three (3) current or former clients in which the Supplier has managed matters and/or provided legal advice or opinions related to Fair Housing and Civil Rights Compliance; or,
- ii) three (3) cases in which the Supplier has appeared before a Court or Administrative Agency that the SUBJECT matter is Fair Housing and Civil Rights Compliance; or,
- ii) three (3) instances that include the combination of both requirements

### 3. Deliverables

The Supplier(s) shall outline the types of deliverables and timelines they produce, in performing the services being procured through this Small Purchase. At a minimum, the key deliverables shall include the expertise and capacity to provide informed legal counsel and take necessary timely actions to ensure appropriate deliverables in response to any request for information, complaint, administrative action, or legal action from citizens, Federal agencies, or other interested parties directed to the PRDOH related to federal Fair Housing and the Civil Rights laws and regulations, as applicable to programs funded under HUD. The selected Supplier(s) are expected to provide counsel and support related actions at the direction of PRDOH in order to support administrative and programmatic compliance, minimize administrative burdens, avoid legal vulnerabilities, and vigorously defend the position of PRDOH in any allegation of discrimination or other fair housing and civil rights compliance violations.

Above all requirements, the contract will be based on specific task orders requested by PRDOH. The information listed in this Small Purchase serves as a guide of potential services that may be requested.

### 4. Response Requirements

In response to this Solicitation, the Supplier should return the entire completed Proposal Submission Package (see attached). Suppliers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the PRDOH to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

### 5. Award

The PRDOH reserves the right to award this Small Purchase to multiple Suppliers and the process will allow for negotiation of price and/or terms of the purchase.

### 6. Term of Agreement

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.

**NOTE: FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING PURCHASE ORDER IF DISCOVERED AFTER AWARD.**

The Supplier shall be responsible for completing the activities outlined in this Scope of Services. The Selected Supplier shall assist PRDOH by providing additional resources to accomplish assignments authorized by the PRDOH.

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

DL + Asociados  
Supplier Entity Name

[Signature]  
Supplier Authorized Representative Signature

3/26/2021  
Date

Hilda Quintana Guerra  
Supplier Authorized Representative Printed Name

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## ATTACHMENT D PERFORMANCE REQUIREMENTS

Performance requirements included in this document will apply to the **CONTRACTOR** and any subcontractor, according to the contract.

### I. Tasks Assignments


The interpretation of legal matters and compliance under the CDBG-DR Programs requires specialization in the field. The hiring of external law firms for certain legal consultations in Fair Housing and Civil Rights compliance is imperative. The **CONTRACTOR** shall be bound by a strict code of ethics to preserve and protect both the established federal laws, rules, and regulations pertaining to CDBG-DR Programs and the rights of individuals.


The **CONTRACTOR** will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this contract. The PRDOH reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks prior to and during the term of the contract. The PRDOH reserves the right to retain some of these tasks internally. The **CONTRACTOR** will have the expertise and capacity to provide informed legal counsel and take necessary timely actions to ensure appropriate deliverables in response to any request for information, complaint, administrative action, or legal action from citizens, Federal agencies, or other interested parties directed to the PRDOH related to federal Fair Housing and the Civil Rights laws and regulations, as applicable to programs funded under HUD.

The **CONTRACTOR** is expected to provide counsel and support related actions at the direction of PRDOH in order to support administrative and programmatic compliance, minimize administrative burdens, avoid legal vulnerabilities, and vigorously defend the position of PRDOH in any allegation of discrimination or other Fair Housing and Civil Rights compliance violations. The **CONTRACTOR** will be responsible for the following:

- Provide counsel on the development, review, and implementation of administrative and programmatic documents to ensure compliance with Fair Housing/Civil Rights laws and regulations;
- Interface with PRDOH and/or HUD Fair Housing and Equal Opportunity (FHEO) Office on matters as required and necessary on behalf of PRDOH, including but not limited to reviewing and responding to requests for information, reviewing and responding to inquiries associated with current and potential allegations of violation of Fair Housing/ Civil Rights requirements, preparing briefs, analyzing data, and providing guidance on strategy to PRDOH;
- Advise PRDOH on appropriate recordkeeping and documentation of actions and communications to ensure a substantive and effective defense to any allegations of civil rights-related non-compliance.

- Evaluate any complaints of alleged discrimination or communications received by PRDOH from HUD or HUD FHEO regarding the like, including requests for information;
- Prepare responses and related deliverables to any administrative actions taken by HUD or other entities against PRDOH regarding any alleged discrimination or violations of civil rights-related laws;
- Prepare responses and related deliverables to any legal action taken by any entity against PRDOH regarding any alleged discrimination or violations of civil rights-related laws; and
- Take any other formal actions as directed by PRDOH.

 The due date for the completion of each task will depend on its nature. The **CONTRACTOR** must be able to accommodate consultation on as-needed basis. In addition, the PRDOH may request from the **CONTRACTOR** the delivery of legal opinion or opinion letter in verbal or written form. On a regular basis, the due date for completion and delivery of a written legal opinion will be of **four (4) calendar days** after the task or service is requested by the PRDOH. Prioritized or sensitive matters may require the delivery of a written legal opinion in a shorter timeline of **one (1) calendar day** after the task or service is requested by the PRDOH. Furthermore, the PRDOH will occasionally require the availability of the **CONTRACTOR** for short or immediate legal consultation that, although specialized, will not require a written legal opinion.

 Above all requirements, the contract will be based on specific task orders requested by PRDOH.

## II. Staff Requirements

The **CONTRACTOR** shall have or will secure, at its own expense, all personnel required in performing the services under this contract. The **CONTRACTOR** is expected to provide competent and fully qualified key staff and personnel that are authorized or permitted under federal, state and local law to perform the Scope of Services (**Attachment C**) under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be added without the written consent of the PRDOH.

## III. Meetings

The PRDOH's Legal Division may schedule periodic meetings with the **CONTRACTOR** to discuss task status, compliance with contract terms and timely completion of the required tasks, among other matters. The PRDOH's Legal Division may also require the presence (or attendance) of any **CONTRACTOR** or subcontractor official whenever deemed necessary, as well as the production of any relevant document or piece of information.

## IV. Liquidated Damages

The **CONTRACTOR** shall pay to PRDOH, as liquidated damages, one hundred dollars and zero cents (\$100.00) for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of five thousand dollars and zero cents (\$5,000.00) established in this Contract between PRDOH and the **CONTRACTOR**, in accordance with **Attachment C** and **Attachment D**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the **CONTRACTOR's** obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by 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 **two (2) days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the **CONTRACTOR** shall be liable to pay the difference.

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OSPA  
 Small Purchase  
 Legal Services for Fair Housing and Civil Rights Compliance  
 Community Development Block Grant - Disaster Recovery  
 Puerto Rico Department of Housing  
 Contract Division  
 Amended

SPECIAL INSURANCE AND BONDING SPECIFICATIONS  
 FOR PROFESSIONAL SERVICES

LICITATION NUMBER = \_\_\_\_\_

A. 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 **Puerto Rico Department of Housing (\*PRDOH)**, 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 \*PRDOH 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
<b>I. Commercial General Liability:</b>	
• General Aggregate	\$1,000,000
• Products & Complete Operations	\$1,000,000
• Personal Injury & Advertising	\$1,000,000
• Each Occurrence	\$1,000,000
• Fire Damage	\$100,000 (Any one Fire)
• Medical Expense	\$10,000 (Any one person)
<b>II. Employer's Liability Stop Gap:</b>	
• Bodily Injury by Accident Each Employee	\$1,000,000
• Bodily Injury by Accident Each Accident	\$1,000,000
• Bodily Injury by Disease Each Employee	\$1,000,000

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COVERAGE	LIMIT
Each Accident	\$1,000,000

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

LIMIT
<ul style="list-style-type: none"> <li>• Auto Liability - \$1,000,000</li> <li>• Physical Damages - \$1,000,000</li> <li>• Medical Payments - \$ 10,000</li> </ul>
<b>The Commercial Auto cover must be applied to the following symbols:</b>
<ul style="list-style-type: none"> <li>• Liability Coverage - 1</li> <li>• Physical Damages - 2 and 8</li> <li>• Hired - Borrowed Auto - 8</li> <li>• Non-Owned Auto Liability - 9</li> </ul>

4. (X) **Professional General Liability and Errors & Omissions**

(X) A. Risk, interest, location and limits

(X) A.1 Description of work to be done

(X) A.2 Limit:

- (X) each occurrence \$1,000,000
- (X) Aggregate \$2,000,000
- (X) Deductible \$ 5,000

(X) A.3 Certification that the insurance contract has been given as surplus lines coverage under the Commonwealth Insurance Code, when applicable.

5. (X) **Umbrella**

Limit - \$1,000,000

6. (X) The policies to be obtained must contain the following endorsements including as additional insured the **Puerto Rico Department of Housing (\*PRDOH), U.S. Department of Housing and Urban Development (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. 30 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.

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**B. 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 **\*PRDOH** 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 Contract Division of the **\*PRDOH**: 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.
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 **\*PRDOH**.
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 **\*PRDOH** under the Secretary for Legal Affairs.

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**C. 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 \*PRDOH 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 Contract Division of the \*PRDOH.

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 \*PRDOH 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.

**D. 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.

**E. CERTIFICATE OF CONTRACT DIVISION**

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.

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**DESCRIPTION OF THE SERVICES:  
Small Purchase  
Legal Services for Fair Housing and Civil Rights Compliance**

March 9, 2021  
Date

*Candice M. Noriega Morales*  
Candice M. Noriega Morales  
Insurance Specialist  
CDBG-DR Program

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**HUD GENERAL PROVISIONS**

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

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

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

**General Provisions:**

**1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

**2. STATUTORY AND REGULATORY COMPLIANCE**

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (**Pub. L. 115-56**) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (**Pub. L. 115-123**) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (**Pub. L. 116-20**) approved on June 6, 2019, as amended; as well as including, but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

**3. BREACH OF CONTRACT TERMS**

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of

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this Contract, in instances where the CONTRACTOR or any of its subcontractors violate or breach any Contract term. If the CONTRACTOR or any of its subcontractors violate or breach any Contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the Contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **4. REPORTING REQUIREMENTS**

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

#### **5. ACCESS TO RECORDS**

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

#### **6. MAINTENANCE/RETENTION OF RECORDS**

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

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

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

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

#### **8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

#### **9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

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

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

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respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**11. SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

**12. AGE DISCRIMINATION ACT OF 1975**

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

**13. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

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

**14. CONFLICTS OF INTEREST**

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

**15. SUBCONTRACTING**

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

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

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

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

#### **16. ASSIGNABILITY**

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

#### **17. INDEMNIFICATION**

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

#### **18. COPELAND "ANTI-KICKBACK" ACT**

##### **(Applicable to all construction or repair contracts)**

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

work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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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.

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**20. DAVIS-BACON ACT**  
**(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)**

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

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

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

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

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his or her obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the PRDOH shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the

effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this Agreement shall, at the option of the PRDOH, become the PRDOH's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the Government of Puerto Rico and PRDOH for damages sustained by the Government of Puerto Rico and/or PRDOH by virtue of any breach of the Agreement by the CONTRACTOR, and the Government of Puerto Rico and/or PRDOH may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the Government of Puerto Rico and/or PRDOH from the CONTRACTOR is determined.

**22. TERMINATION FOR CONVENIENCE**  
**(Applicable to contracts exceeding \$10,000)**

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

**23. SECTION 503 OF THE REHABILITATION ACT OF 1973**  
**(Applicable to contracts exceeding \$10,000)**

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;

- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

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

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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.

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

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

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control

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where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this Agreement.

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

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

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

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

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

- 1) A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (**EPA**) pursuant to 40 C.F.R. Part 15, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other



requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

## 27. ANTI-LOBBYING

### (Applicable to contracts exceeding \$100,000)

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

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

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

**28. BONDING REQUIREMENTS**  
**(Applicable to construction and facility improvement contracts exceeding \$100,000)**

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

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR's obligations under such contract.
- 3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the Agreement price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

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

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

  
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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**

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.

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**38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS**

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

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

**39. INTEREST OF CERTAIN FEDERAL OFFICERS**

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

**40. INTEREST OF CONTRACTOR**

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

**41. POLITICAL ACTIVITY**

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

**42. RELIGIOUS ACTIVITY**

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

**43. FLOOD DISASTER PROTECTION ACT OF 1973**

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

**44. LEAD BASED PAINT**

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

**45. VALUE ENGINEERING**

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

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

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## ATTACHMENT G

### CERTIFICATION

#### Q.R. & ASOCIADOS, LLC

##### I. CONTRACTOR (or Subrecipient) Certification Requirement:

1. Neither the CONTRACTOR (or subrecipient) nor any of its owners<sup>1</sup>, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract<sup>2</sup> to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
3. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
4. Neither the CONTRACTOR (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

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<sup>1</sup> For purposes of this Certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.

<sup>2</sup> As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

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5. Any incorrect, incomplete or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

**"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."**

By: Hilda Quiñones Rivera, Esq.

Signature:   
Hilda Quiñones Rivera (May 20, 2021 14:06 EDT)

Date: May 20, 2021

  
HQR

  
WQRR









# Q.R. & ASOCIADOS, LLC-CONTRACT redline REV JOH

Final Audit Report

2021-05-24

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