



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

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

**AGREEMENT FOR
ELECTRONIC BIDDING SOLUTIONS
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
ELITEBCO LLC**



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This **AGREEMENT FOR ELECTRONIC BIDDING SOLUTION (Agreement or Contract)** is entered into in San Juan, Puerto Rico, this 24 of July, 2024, by and between the **PUERTO RICO DEPARTMENT OF HOUSING (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441, et seq., known as the "Organic Act of Department of Housing" with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **ELITEBCO LLC (CONTRACTOR)**, with principal offices in 1666 Ave. Ponce de León Suite 201 San Juan, Puerto Rico, herein represented by José Carlos Flores González, in his capacity as an authorized representative, of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Corporate Resolution issued on May 7, 2024.

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 on 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 Community Development Block Grant – Disaster Recovery (**CDBG-DR**) Program. 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 the 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.

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

WHEREAS, under the Further Additional Supplemental Appropriations Act for Disaster Relief Requirements Act, 2018, (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), \$8.285 billion were allocated by HUD for mitigation activities and assistance to the Government of Puerto Rico under the Community Development Block Grant – Mitigation (**CDBG-MIT**) Program. These funds are intended to provide financial assistance in areas impacted by recent disasters. Moreover, CDBG-MIT funds represent a unique and significant opportunity for Puerto Rico to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses.

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WHEREAS, on August 30, 2019, a Notice was published in the Federal Register, Vol. 84, No. 169, (84 FR 45838), which described the grant requirements and procedures applicable to future allocations of CDBG-MIT funds to the Government of Puerto Rico.

WHEREAS, on May 12, 2021, the PRDOH Secretary and the Secretary of HUD signed Grant Agreement Number B-18-DP-72-0002; allowing PRDOH access to \$8,285,284,000 in CDBG-MIT funding, obligated under Pub. L. 115-123, as amended.

WHEREAS, the PRDOH is the government agency designated as the grantee of the CDBG-MIT funds allocated to the Government of Puerto Rico.

WHEREAS, the PRDOH is interested in contracting a firm to assist PRDOH in obtaining a commercially available and advanced Electronic Bidding Solutions system capable of automating, and streamlining the bidding process; enhancing transparency; improving efficiency; allowing prospective proposers to submit electronic bids through a secure, and centralized online platform. The electronic bidding platform must allow PRDOH to create solicitation documents within the proposed tool using predefined templates, receive bids electronically through a secure and reliable web-based system, and allow automated evaluation/scoring of bids. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR/MIT, 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/MIT related activities.

WHEREAS, on January 18, 2024, PRDOH issued a Request for Proposals "**CDBG-DRMIT-RFP-2023-09**" for Electronic Bidding Solution with CDBG-DR/MIT funds. This request was placed through the "Registro Unico de Subastas del Gobierno" (**RUS**, for its Spanish acronym) and the CDBG-DR Program website. Through this procurement process, PRDOH received four (4) proposals. An Evaluation Committee evaluated the proposals appointed pursuant to Administrative Order No. 24-17 (AO 24-17) dated March 15, 2024. The Evaluation committee evaluated the Proposals based on the criteria stated in the RFP-2023-09.

WHEREAS, on March 15, 2024, the CONTRACTOR submitted a proposal, which fully complied with the requirements set forth by the PRDOH.

WHEREAS, on June 27, 2024, PRDOH received the approval of the Puerto Rico Innovation and Technology Service (**PRITIS**) to execute this Agreement in compliance with Act No. 75-2019, as amended.

WHEREAS, the PRDOH desires to enter into an Agreement with **ELITEBCO LLC** to secure its services and accepts the CONTRACTOR's Proposal and reasonable 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 contract. Under this Agreement, the CONTRACTOR shall submit monthly invoices to the PRDOH based on **Attachment C** (Cost Form) 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:

Attachment A	Proposal
Attachment B	Scope of Services
Attachment C	Cost Form
Attachment D	Minimum Performance Requirements
Attachment E	Insurance Requirements
Attachment F	HUD General Provisions
Attachment G	Contractor Certification Requirement
Attachment H	Non-Conflict of Interest Certification

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. The Agreement shall prevail if any inconsistency appears between the Attachments and this Agreement.

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 **thirty-six (36) months**, ending on July, ²³, 20²⁷.
- B. Contract Extensions:** PRDOH may extend the Agreement's term for additional annual extensions at PRDOH's sole discretion and upon mutual written agreement between the parties. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds. The PRDOH reserves the right to re-bid the Agreement at any time during the performance of the Agreement.
- 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 nor extension shall not exceed said extended period.

III. SCOPE OF SERVICES

The CONTRACTOR will provide the services described in **Attachment B** (Scope of Services) of the Agreement. The Parties agree that the CONTRACTOR shall furnish all permits,

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consents, licenses, equipment, software, and supplies necessary to perform the Services, at the CONTRACTOR's sole cost.

IV. COMPENSATION AND PAYMENT

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- 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 C** (Cost Form) 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 **SIX HUNDRED SEVENTY-FOUR THOUSAND, NINE HUNDRED DOLLARS (\$674,900.00)**; Account Number: mita12adm-doh-na 4190-10-000; mita12adm-doh-na 4190-13-000; r02a01adm-doh-na 4190-10-000; r02a01adm-doh-na 4190-13-000.
 - C. Such payment shall be compensation for all allowable services required, performed, and accepted under this Agreement included in **Attachment B** (Scope of Services), **Attachment C** (Cost Form), and **Attachment D** (Minimum Performance Requirements).
 - 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 a written amendment to this Agreement signed by both Parties.
 - 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. The services rendered under the Agreement, shall be payable within **forty-five (45) business days** from the date the invoice is received and approved by a PRDOH representative for payment. If PRDOH raises any objections, PRDOH will return the invoice for corrections and the CONTRACTOR shall modify the invoice and return it within **five (5) business days**. Once the CONTRACTOR returns the modified invoice, the PRDOH shall resume and conclude the payment process within the next **forty-five (45) business days**, counted from receiving the duly modified invoice and approved by a PRDOH representative for payment.
 - G. 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 which includes, but is not limited to. After the Agreement's expiration or termination.
 - H. While providing the services under this Agreement, the CONTRACTOR must adhere to the applicable requirements of the CDBG-DR/MIT grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR/MIT grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.

- I. 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.
- J. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR/MIT funds used for ineligible costs. As per, the CDBG-DR Recapture of Funds Policy, as found in the CDBBG-DR Website (<https://recuperacion.pr.gov/welcome/index.html>), which are herein included and made an integral part of this Agreement, as they may be updated time to time, and any local or federal regulation, as applicable.
- K. 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 additional services be needed by the PRDOH, such additional services shall be agreed upon by the Parties in a written document signed by both Parties, prior to the issuance of a notice to proceed with the performance of such additional services.

VII. OWNERSHIP AND USE OF DOCUMENTS

- A. With the exception of the CONTRACTOR's work product, 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, which includes but is not limited to closeout process, 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 must be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other

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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 the closeout of the grant to the state concludes, or the period required by other local applicable laws and regulations.

VIII. WORK FOR HIRE

The CONTRACTOR expressly acknowledges and agrees that all proprietary materials prepared under this Agreement shall be considered "Work Made for Hire" as defined under the Copyright Act, as amended, 17 U.S.C. § 10, and must be the exclusive property of PRDOH. These materials shall include, but shall not be limited to, any and all deliverables resulting from the Electronic Bidding Services or contemplated by the Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, codes, computer programs, databases, software, programs, middleware, applications, and solutions conceived, created, or discovered by the CONTRACTOR, whether independently or collaboratively, during the services. These materials will encompass anything that may and/or has circumstantial, indirect or direct connection with the Agreement.

The CONTRACTOR commits to exercising the standard of care that a reasonably prudent person would have exercised in a similar situation, diligently safeguarding all proprietary materials, indemnifying PRDOH for any fault or negligence on its part. Additionally, the CONTRACTOR pledges to cooperate with PRDOH in any claim they may have against a third party for use of any proprietary materials.

The CONTRACTOR agrees that, under no circumstances, if the Images contain sensitive or confidential information, they shall not use these Images in their portfolio or for any other purpose that may compromise the confidentiality of the information. The CONTRACTOR acknowledges and respects the need to maintain the confidentiality of such content and refrains from using it in any manner that could disclose or compromise this confidentiality.

IX. 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 must be retained for **five (5) years** from the closeout of the grant to the state concludes, or the period required by other local applicable laws and regulations, whichever is greater. 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/MIT 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/MIT assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR/MIT program regulations; Financial records as required by 24 C.F.R. § 570.506, 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 and satisfy 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 (<https://recuperacion.pr.gov/welcome/index.html>), which is herein included and made an integral part of this Agreement, as it may be updated from time to time.

X. 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. The access includes, but is not limited to, as contemplated on section VIII. **Work for a Hire.**
- 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.

XI. 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 signed written authorization from PRDOH. CONTRACTOR retains the right to control its work product subject to these confidentiality provisions.

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- 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.

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XII. 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, if applicable.
- (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, if applicable, 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.

XIII. 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) calendar 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) calendar 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/MIT 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) calendar days'** 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 termination by Notice, the PRDOH shall only be liable for payment of services rendered up to and including the effective date of termination, taking into account the CONTRACTOR's obligation to immediately discontinue all affected services upon receipt of the termination notice. 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 according to what PRDOH deduces) 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 this Agreement, should the CONTRACTOR breach this Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) calendar days'** 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 termination by Notice, the PRDOH shall only be liable for payment of services rendered up to and including the effective date of termination, taking into account the CONTRACTOR's obligation to immediately discontinue all affected services upon receipt of the termination notice.
- 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) business 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,

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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, but is not limited, 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.

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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. Transition Services Agreement for the Transition Period must be in writing, signed by both Parties, and executed before the expiration of this Agreement. Moreover, during that Transition Period, all finished or unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

XIV. 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 B** (Scope of Services) and **Attachment D** (Minimum Performance Requirements) 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), if applicable, and the Contract and Subrecipient Agreement Manual, Section 2, Subsection 2.4.1(a), as found in the CDBG-DR Website (<https://recuperacion.pr.gov/welcome/index.html>) which is herein included and made an integral part of this Agreement, as it may be updated from time to time.
2. If the CONTRACTOR fails to comply with federal and/or local statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
 - iv. Withhold further Federal awards for the project or program.

v. Take other remedies that may be legally available.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, **ONE HUNDRED DOLLARS (\$100.00)** for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of **ONE THOUSAND DOLLARS (\$1,000.00)** established in this Agreement between PRDOH and the CONTRACTOR, in accordance with **Attachment B** (Scope of Services) and **Attachment D** (Minimum Performance Requirements). 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 PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or 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 **ten (10) business 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.

XV. 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 Agreement 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.

XVI. 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 which are included in **Attachment B** (Scope of Service) and **Attachment D** (Minimum Performance Requirements), insurance policies in compliance with the Insurance Requirements, attached hereto and made an integral part hereof as **Attachment E** (Insurance Requirements). The CONTRACTOR shall meet all other insurance requirements as may be imposed by PRDOH from time to time.

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** (Insurance Requirements) and any other evidence PRDOH may request as to the policies' full force and effect.

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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.

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

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B. Endorsements

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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) calendar days** in advance of the effectiveness 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. The CONTRACTOR is solely responsible for reviewing whether the insurance company complies with the requirements included in this section.

C. Related Requirements

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

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR/MIT 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 (\$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) calendar days'** written notice to be given to PRDOH in advance of the effectiveness in the event coverage is substantially changed, cancelled or non-renewed.

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The CONTRACTOR shall require all subcontractors or consultants 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. 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.

XVII. 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, omission or intention by the CONTRACTOR and its affiliates in connection with this Agreement.

XVIII. 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, or declare by the United States of America, 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 party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date.

The CONTRACTOR shall notify the PRDOH in writing as soon as possible, but in any event within **ten (10) business days** of the occurrence of the Force Majeure event and describe in reasonable detail the nature of the Force Majeure event, how the non-performance or delay relates to or arises from the Force Majeure event, its anticipated duration and any action taken to minimize its effect. The CONTRACTOR may be entitled to reasonable adjustments in schedules, among other measures, in the foregoing circumstances. If non-performance continues for more than **thirty (30) business days**, since the occurrence of the Force Majeure without reasonable justification, the PRDOH may terminate this Agreement immediately upon written notification to the CONTRACTOR.

XIX. CONFLICTS OF INTEREST

The CONTRACTOR must comply with the ethics requirements set forth herein including, but not limited to federal and local regulations, 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.

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The CONTRACTOR agrees that if after execution of this Agreement he or she discovers an organizational conflict of interest with respect to this Agreement, it shall make an immediate (within the next **seventy-two consecutive (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 contractual agreement 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 execution 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.

XX. INDEPENDENT CONTRACTOR

The relationship of the CONTRACTOR to PRDOH shall be that of an independent CONTRACTOR rendering professional services. Neither the CONTRACTOR nor any personnel of the CONTRACTOR shall have any authority to execute contractual agreements 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.

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XXI. NOTICES

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested, or email. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following contract representatives:

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: ELITEBCO LLC

José Carlo Flores González
Operations Manager
ELITEBCO LLC
1666 Ponce de León Ave., Suite 201
San Juan, PR 00909-1847

XXII. THIRD PARTIES

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

XXIII. SUBCONTRACTS

A. General: 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. PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

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

- i. That the work performed by the subcontractor be in accordance with the applicable terms of this Agreement between PRDOH and CONTRACTOR;
- ii. That nothing contained in such subcontract agreement shall impair the rights of PRDOH;
- iii. That nothing contained herein, or under this Agreement will create any contractual relation between the subcontractor and 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 to 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: Within **three (3) business days** of its execution, the CONTRACTOR shall notify the Contract Administration Area of PRDOH CDBG-DR/MIT Legal Division and provide a copy of all subcontracts related to this Agreement and CDBG-DR/MIT funds, as well as any other subcontracts listed in **Attachment G** (Contractor Certification Requirement). The CONTRACTOR is in charge of obtaining all certifications listed in Article XXIV of this Agreement, from the subcontractors that are required for technical, professional, or consulting services, as well as submitting them with the copy of the subcontract and adhering to all other requirements set forth in Circular Letter 1300-16-16 from the Puerto Rico Department of Treasury. Technical, professional, or consulting services that are employed to carry out the terms of this Agreement are referred to as subcontractors for the purposes of this article if they spend at least 25% of their time on it.

XXIV. 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 following provisions:

A. Compliance with Executive Order No. 24: Pursuant to Executive Order No.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 expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement; thus, should any one of these representations,

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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 money received under this Agreement. 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.

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- B. Compliance with Executive Order 52:** Pursuant to Executive Order No. 52 of August 28, 1992, amending Executive Order No.1991-24, the CONTRACTOR certifies and warrants that at the time of signing this Agreement, 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 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 money received under this Agreement. 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. Compliance with Circular Letter No. 1300-16-16 of the Puerto Rico Department of Treasury:** The CONTRACTOR accepts and acknowledges its responsibility of acquiring the certifications required in the Puerto Rico Department of Treasury Circular Letter No. 1300-16-16 issued on January 19, 2016. All certifications must be submitted during their term of validity, in accordance with applicable laws. Certifications expired or issued more than **sixty (60) calendar days** prior to the contract date will not be accepted. The last payment to be made under the contract will only be issued if the 'Debt Certifications' by the Puerto Rico Department of Treasury indicate that the CONTRACTOR has no debt with the Department of Treasury. The CONTRACTOR agrees to cancel any debt that cannot be clarified with the Department of the Treasury through a withholding made by PRDOH from the payments to which it is entitled to receive under the contract.
- D. 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.
- E. 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.

- F. 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.
- G. Compliance with Act No. 45 of April 18, 1935, as amended, 11 LPRA § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".
- H. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.
- I. Compliance with Act No. 168-2000, as amended, 8 LPRA § 711, et seq.:** The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."
- J. Compliance with Act No. 1-2012, as amended, 3 LPRA § 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 the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.
- K. 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

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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.

L. Ethics: CONTRACTOR also acknowledges receipt and agrees to obey the Anticorruption Code for the New Puerto Rico. Act No. 2-2018, as amended, 3 LPRA § 1881, *et seq.*, known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".

M. 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 No. 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 No. 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 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) business days** from the time of the conviction.

N. 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.

O. 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 money received under this Agreement.

P. Non-Conflict of Interest Certification: The CONTRACTOR shall comply with **Attachment H** (Non-Conflict of Interest Certification), attached herein and made an integral part

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of this Agreement, which outlines several situations that may reasonably be considered as conflicts of interest. The aforementioned certification aids PRDOH, in its role as grantee, to identify, evaluate, disclose, and manage apparent potential, or actual conflicts of interest related to CDBG-DR and CDBG-MIT-funded projects, activities, and/or operations.

Q. Compliance with PRITS Administrative Order (PRITS-2023-001) Act No. 75 of July 25, 2019, as amended, "Puerto Rico Innovation and Technology Service Act of 2019": The PRDOH hereby certifies that it received the approval of the Puerto Rico Innovation and Technology Service (**PRITS**) to execute this Agreement and that it complies with Act No. 75-2019, as amended. The CONTRACTOR, seller, or provider of the good or service object of the current invoice or contract, consents and agrees that PRITS may contact them and request any and/or all information regarding the goods and/or services offered to the Government of Puerto Rico, sans the intervention or consent of the contracting agency or acquirer.

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The CONTRACTOR or Supplier certifies the current contract will in no way impact and/or adversely influence the current contractual agreements with any other instrumentality or entity of the Government of Puerto Rico. The CONTRACTOR particularly represents that the current contract or purchase order will not, in any way, negatively affect other obligations of the CONTRACTOR or Supplier, its affiliates, subsidiaries, and/or related entities with the Government of Puerto Rico. Adverse impact includes, but is not limited to, price, rate, time of execution, duplicity of goods or services provided to the Government of Puerto Rico. If at any moment the CONTRACTOR or Supplier becomes aware of a possible adverse impact, it must notify PRDOH of the current situation. PRDOH, in turn, is authorized to contact the Government of Puerto Rico's component which is related to the adverse situation to assess a solution. The result of the assessment may include, the contract or purchase order remaining unaltered, or being amended or rescinded, thus, remaining the CONTRACTOR or Supplier responsible for any impairment that the Government of Puerto Rico suffers. If, due to the CONTRACTOR'S or Supplier's negligence, intention, omission or non-compliance, they allow the adverse situation to materialize. The CONTRACTOR or Supplier proactively agrees to not enter into additional contracts or purchase orders with the Government of Puerto Rico if it can reasonably foresee the lack or decrease of capacity to assume new contractual responsibilities or compliance with the Purchase Order. The latter, if by not being proactive, the CONTRACTOR or Supplier, with the responsibilities or compliance adversely affect the obligations assumed through Contract or Purchase Order.

XXV. ACT NO. 18 OF OCTOBER 30, 1975, as amended, 2 L.P.R.A. §§ 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 termination 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*.

XXVI. 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 public corporations and the Office of the Governor.
- B. Termination Clause:** The Chief of Staff (*Secretaría 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** (Contractor Certification Requirement) to this contract.

XXVII. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 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.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this Agreement, pursuant to Executive Order No. 2021-029.
- B.** The Parties certify that they acknowledge the provisions stated in Executive Order No. 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in Executive Order No. 2021-029 and CC 013-2021 will result in the termination of this Agreement.
- C.** The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. Accordingly, the CONTRACTOR certifies, as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: Office of the Inspector General of Puerto Rico, Institute of Puerto Rican Culture, Puerto Rico Department of Treasury, Legislative Services Office, Office of the Comptroller of Puerto Rico, and House of Representatives of Puerto Rico. The CONTRACTOR also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this Agreement if so, required by PRDOH.
- D.** The CONTRACTOR certifies that it has informed PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public

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corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.

XXVIII. 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/MIT 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; Housing and Community Development Act of 1974; 24 C.F.R. part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 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, the CONTRACTOR shall comply, without limitation, with those set forth in **Attachment F** (HUD General Provisions) and in compliance with all the requirements described in **Attachment G** (Contractor Certification Requirement).

A. FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED

The CONTRACTOR, as well as any subcontractors, shall comply with the provisions of the Fair Labor Standards Act (29 U.S.C. §§ 201-219), which governs such matters as Federal minimum wage rates and overtime, as supplemented by the Department of Labor regulations (29 C.F.R. Parts 500-899).

The CONTRACTOR agrees to comply with and implement the applicable regulations of the U.S. Department of Labor at 29 C.F.R. Parts 500-899.¹

XXIX. CDBG-DR/MIT POLICIES AND PROCEDURES

In addition to what is established in this Agreement, the CONTRACTOR shall comply with all CDBG-DR/MIT 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 for the CDBG-DR Program, 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 (<https://recuperacion.pr.gov/welcome/index.html>), which are herein included and made an integral part of this Agreement, as they may be updated from time to time, and reporting requirements as established by the PRDOH.

XXX. 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.

¹ <https://www.dol.gov/agencies/whd/flsa>.

B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, 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 impediments that would prevent them from complying with the part 75 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 the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 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 75. 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 75.

E. The CONTRACTOR acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

F. 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 C.F.R. part 75.

G. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

H. 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 (46 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I. The CONTRACTOR agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-

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income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

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

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

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- 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.

XXXII. EQUAL OPPORTUNITY

- 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.

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- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration 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 Exec. Order No. 11246 of September 24, 1965, as amended by Exec. Order No. 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 Exec. Order No. 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 Exec. Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Exec. Order No. 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 Exec. Order No. 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.

XXXIII. 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 website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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.

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 are convicted of a criminal drug offense in the workplace no later than **ten (10) calendar 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.

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XXXVI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

The CONTRACTOR certifies that it is cleared and eligible for award of a contract and is not suspended, debarred, or on a HUD-imposed limited denial of participation. Subsequently, the CONTRACTOR must be registered in the System of Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The CONTRACTOR is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM may impact obligations and payments under this Agreement, including but not limited to, termination of this Agreement.

XXXVII. 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.

XXXVIII. 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.

XXXIX. BANKRUPTCY

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

XL. 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 a written document signed by both PRDOH and the CONTRACTOR.

XLI. 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. Nevertheless, is complete obligation of the CONTRACTOR to keep itself updated with the programmatic policies, procedures, guidelines, and applicable and/or governing law.

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XLII. 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.

XLIII. 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.

XLIV. 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.

The Parties expressly agree that no amendment of the Agreement or Change of Order shall be understood as a contractual novation of the Agreement, unless both Parties agree to the contrary in writing. The foregoing provision shall be equally applicable in such other cases where an extension of the Agreement is executed.

XLV. 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 **Attachment F** (HUD General Provisions), **Attachment B** (Scope of Services), **Attachment D** (Minimum Performance Requirements), **Attachment C** (Cost Form), and lastly, **Attachment A** (Proposal).

XLVI. 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.

XLVII. TIME OF ESSENCE CLAUSE

In this Agreement, unless otherwise specified, the calculation of days shall be conducted inclusively, with the first day being included and the last day being excluded. When referring to a period of 'X days', it shall be understood as a consecutive calendar day, unless is established otherwise.

If the last day of a period falls on weekend or legal holiday recognized in the jurisdiction of the Government of Puerto Rico, the period shall be extended to include the next business day. For purpose of computing deadlines or timeframes, a day shall be considered to commence at 12:00 a.m. and conclude at 11:59 p.m. local time at the location specified to execute the Agreement. In case of any ambiguity or dispute

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regarding the computation of days, the determination shall be made in accordance with the applicable laws of the jurisdiction of the Government of Puerto Rico.

Time shall be the essence in the performance of all obligations under this Agreement. Any deadlines, timeframes, or dated specified herein must be strictly adhere to. Failure to meet any such deadlines shall be considered a material breach of this Agreement, entitling PRDOH and/or the Government of Puerto Rico to pursue all available remedies under law or equity.

XLVIII. 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 Legal Division at contractscdbgdr@vivienda.pr.gov at **least fifteen (15) business 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 Work or 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. Additionally, the CONTRACTOR must deliver documents requested to satisfy any reasonable requirements made by PRDOH. These requests aim to ensure the compliance with local and federal regulations, as applicable. **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 Legal Division at contractscdbgdr@vivienda.pr.gov at **least fifteen (15) business 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 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

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signing party deemed relevant by PRDOH for the execution of the Amendment. Additionally, the CONTRACTOR must deliver documents requested to satisfy any reasonable requirement made by PRDOH. These requests aim to ensure the compliance with local and federal regulations, as applicable.

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 Legal Division at contractscdbgdr@vivienda.pr.gov at **least fifteen (15) business 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.

XLIX. HEADINGS

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

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

LI. 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) business days** after the PRDOH issues notice of recapture to CONTRACTOR.

LII. 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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LIII. 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.

LIV. 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) calendar days** of execution by the other party, this Agreement shall be null and void.

LV. 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/MIT and state funding, recapture of CDBG-DR/MIT and/or state funds, overpayment of CDBG-DR/MIT 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

ELITEBCO LLC

William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Jul 24, 2024 16:00 EDT)
William O. Rodríguez Rodríguez, Esq.
Secretary

Jose Flores
Jose Flores (Jul 24, 2024 12:37 EDT)
José Carlo Flores González
Operations Manager

Puerto Rico's Department of Housing

Electronic Bidding Solution

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Technical Proposal

March 13, 2023

Submitted to:

Puerto Rico's Department of Housing
Melissa Almodóvar Suárez
Procurement Director
CDBG-DR & CDBG-MIT Programs

Submitted by:

eliteBco, LLC
José C. Flores González
Chief Operations Officer
1666 Ave. Ponce de León, Suite 201, San Juan, PR 00909
(787) 903-5483
jflores@eliteBco.com

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Executive Summary

Using our powerful tool, Agiloft, you can take advantage of the robust Business Process Management (BPM) system that allows you to configure enterprise systems fast. In addition, Agiloft currently has a Sourcing and Supplier Information Management module (one of the modules requested by Puerto Rico Department of Housing) that we will be happy to demonstrate at your request to prove how easy it is for us to tailor a modern, professional portal to work exactly the way you would like it to. In fact, more than 90% of the change requests we receive from our customers require less than one business day to test and implement.

eliteBco Advantages

- A turn-key solution
- Supported by a proven team
- Easy to modify quickly as needs change
- Exceptional security and scalability

We make our living doing this. eliteBco's experience implementing Agiloft combined with our experience with both local and federal government entities allow us to capitalize on our previous work products and lessons learned. As discussed in the Company Overview section of this response, our organizational structure and staff qualifications are designed specifically for your needs. That enables our developers, project managers, consultants, and customer support personnel to all work together to provide an exceptional transition experience as we begin supporting the new system.

Company Profile

About eliteBco, LLC

eliteBco was founded in 2009 with the vision to provide customers with solutions that adapt to their needs; not the other way around. eliteBco's initial focus was to provide financial systems such as accounting systems, ERPs, and procurement systems to state government organizations. We then evolved to offering products and services in the following areas of technology to Federal Government, State Government, For-Profit, and Non-Profit organizations:

- Business Process Analysis and Automation
- Data Mining, Reports Design, and Business Intelligence
- Accounting System Implementation and Support
- IT Project Management and Consulting
- Custom Software Development
- Document Digitization and Content Management

We are currently an HUBZone certified company and have offices in San Juan, PR and Washington, DC. Our experience in different areas of technology and industries allows us to design very robust solutions.

Locations

eliteBco has offices in the following locations:

San Juan, PR

161 Ave. Ponce de Leon
Suite 201
San Juan, PR 00917

Washington, DC

1723 19th Street NW
Washington, DC 20009

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Our Management and Organizational Structure

Luis A. Baez-Black, CEO

eliteBco's CEO and founder, Luis A. Baez-Black, is a Certified Public Accountant with a passion for computer systems. His knowledge in finance and operations allows him to design solutions that are both practical and scalable. He graduated with a 4.0 GPA from the University of Puerto Rico with a Bachelor's degree in Business Administration with concentration in Accounting. For the past seven years, he has been developing eliteBco to become an IT firm that specializes in bringing state-of-the art technology solutions that have a high impact on customer goals.

José C. Flores, Chief Operations Officer

Mr. Flores has over 10 years of experience managing and supporting software products and custom solutions. She graduated from the University of Puerto Rico with a Bachelor's degree in Business Administration with a concentration in Accounting. He has over 10 years of experience providing Management Consulting Services to government and private clients. Worked as Senior Consultant in implementing Agiloft at the Puerto Rico Office of the Comptroller for the integration of all services offered in the General Service department which included Transportation, Reproduction, Vendor Registry, Recycling, Vehicle Maintenance, Plant Asset Maintenance, and Resource Scheduling among others.

Our organization is designed to adapt to our customer's needs and the rapid change in our industry. The operational roles in our organization are the following:

- **Functional Consultants:** Translate system requirements to software configurations and resolve support cases (i.e., functionality questions and troubleshooting). Unlike developers, they use system configuration options (not coding) to integrate system requirements.
- **Payment Specialists:** Responsible for preparing and reconciling tax forms and statements, resolving discrepancies, and processing payments.
- **Business Analysts:** In charge of gathering requirements through interviews, process maps, and other available documentation. Develops detailed requirements, process maps, and process narratives for developers to integrate into the portals.
- **Developers:** Responsible for developing and testing code that complies with system, user interfaces, and integration requirements.
- **System Administrators:** In charge of coordinating and monitoring changes to the portals, upgrading system, and granting access.

Our Clients

eliteBco has served more than 100 customers. Presented below are some of our current customers by industry:

Federal Government	State Government	Not for Profit	For Profit
US Department of Treasury	Office of the Comptroller of PR	Dawson Global, LLC	DataAccess
USAID	Department of Treasury of PR	Boys and Girls Club	Central Bank of Trinidad and Tobago
HUD	Puerto Rico Senate	Aspira	Common Securitization
GSA	State Elections Commission	Profamilia	ElevateBio LLC
US Navy	Puerto Rico Office of Inspector General	Insec	A-dec
US Army	Chamber of Representatives	Head Start Mayaguez	Angostura

Table 1 eliteBco Customer List

Our Solution

Our Understanding of requirements

Elitebco has read, acknowledges, and understands PRDOH's goals and objectives, and the scope of the project in its Request for Proposal for a Electronic Bidding Solution.

Puerto Rico Department of Housing (PRDOH) is seeking a software capable of automating the bidding process that will meet its current and future business needs. Elitebco has more than 10 years of experience designing and implementing custom business process solutions. With Elitebco, Aerostar will get a fully extensible solution that dynamically adapts as its business evolves.

Elitebco can meet PRDOH application functionality, technology, and regulatory requirements—with a cost-effective BPM solution that will modernize its bidding process, improve compliance and efficiency, and integrate with its current systems and processes.

Approach to Delivery

Our portals are powered by Agiloft, a state-of-the-art business process management solution where enterprise applications can be configured without custom coding, which means faster deployment and reduced costs for PRDOH.

EliteBco has the experience and capability to meet the delivery and timeline requirements for the solution and a strong history of consistently delivering successful and personalized implementations. We use an iterative implementation-to-deployment approach for all projects to deliver solutions and services that meet the customer's individual needs. This process has proven efficient and effective in providing results for our clients over the past decade.

As described in our proposal, EliteBco is uniquely positioned to provide The Puerto Rico's Department of Housing an all-encompassing solution to manage all its bidding automation needs.

EliteBco's highest priority is a successful BPM implementations and eventual universal adoption across The Dept. Of Housing business processes. We understand your objective represents a substantial investment. We believe you will receive the greatest return on that investment and significantly improve your global competitiveness, working with us.

A Bidding solution should be evaluated on several aspects of that return. Such aspects will determine an enterprise's ability to achieve savings close to this percentage, including:

- ▶ Process efficiencies and savings
- ▶ Risk reduction, from data security and compliance perspectives
- ▶ Obligation awareness thru contract transparency and finally
- ▶ Driving best practices and process conformity across the enterprise while leveraging the latest AI technologies to create efficiencies in contract construction quality and quality inspection not previously possible

Agiloft almost endless flexibility and our agile implementation methodology will provide The PRDOH with a secure and effective method to automate and streamline its bidding process, end-to-end. As PRDOH changes, grows, and develops over time, the unique capabilities of the Agiloft platform and our staff are critical to ensuring that your business platform is a continuous success.

Technical Approach

Our portals are powered by Agiloft, a state-of-the-art business process management solution where enterprise applications can be configured without custom coding, which means faster deployment and reduced costs for PRDOH.

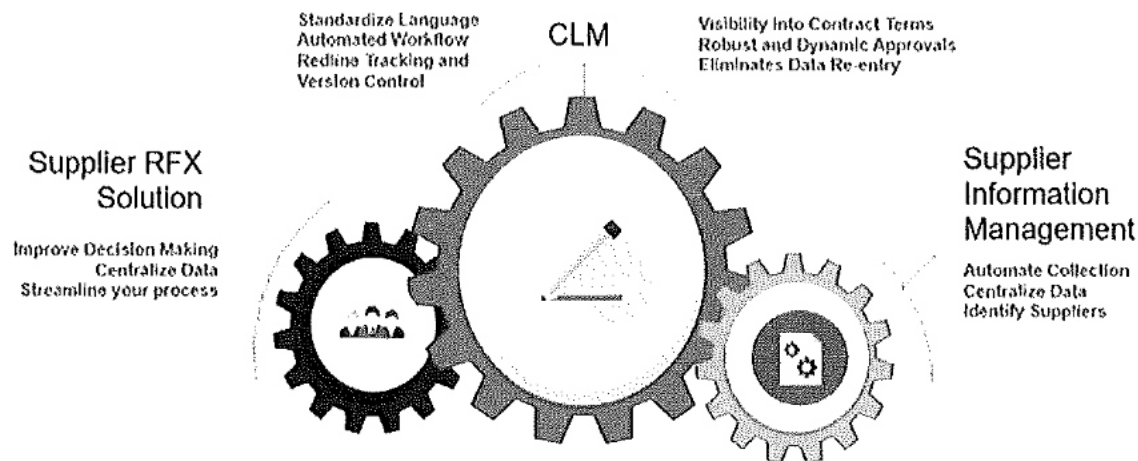
Agiloft comes with out-of-the-box (OOTB) features for various solutions, but its core business is anchored in the following offerings:

- ▶ Contract Lifecycle Management Solution: Automate the complete contract life cycle, streamline your approval processes, and integrate contract information into related business processes.

- ▶ **Sourcing and Supplier Information Management:** Activate the (SSIM) module with the CLM Solution to extend control over the entire source-to-contract process, including vendor onboarding and ongoing management, RFx generation, release, evaluation, and award.
- ▶ **Legal, HR, and other Request Management:** Serves as request intake, document repositories, response tracking, deadlines and time keeping management, and KPI tracking with complete audit trail.
- ▶ **Task Management:** Create automated and manual tasks to manage obligations and milestones for contracts, requests (Legal, HR, service desk, etc.) and stay on top of deadlines and KPIs.
- ▶ **Workflow and BPM:** Improve efficiency, performance, and communication across your organization. Agiloft provides a highly configurable and versatile framework to automate and manage even the most complex task flows and custom business processes.

JCF
JCF

WORR
WORR



These solutions and others (e.g., Document and Project/Task Workflow) reflect industry best practices and are built on our unique adaptive technology allowing deep and rapid customization to your specific needs without programming. Entire custom applications can be built in a few weeks.

Repository Management

Agiloft is a central contract repository for bidding and contract metadata, bidding documents, and related information and documents, such as approvals, reviews, insurance certificates, and more. You can upload and manage a wide variety of document types, such as scanned documents and native files in any format, including all versions of .doc, .pdf, .ppt, .xls, and common image formats.

The out-of-the-box and custom fields, combined with powerful searching, provide a readily accessible central document repository with deeply configurable permissions controlling access to functionality, data, and documents.

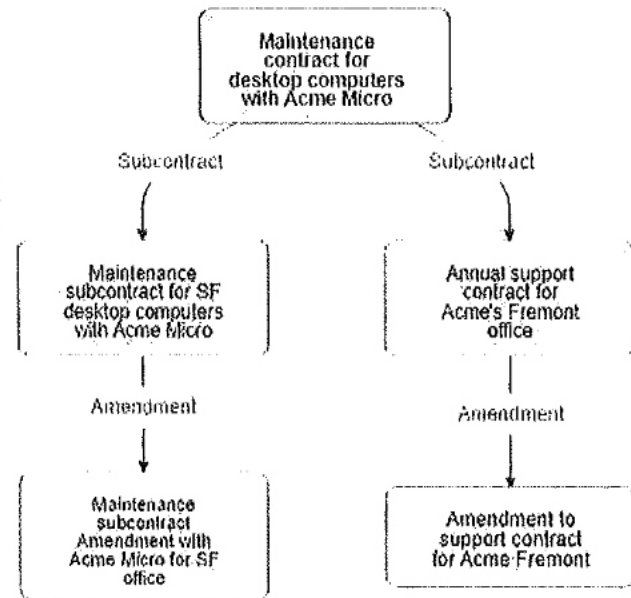
access to functionality, data, and documents.

Parent-Child Hierarchies

Parent-child hierarchies are fully supported and configurable for your agreement types and relationships. Amendments are linked to a contract. contracts may be linked to a parent contract. and contract renewals are linked.

Relationships can be viewed at different levels, such as all agreements for a customer, with a view showing contract specialist for each agreement, right from the customer record.

Agiloft lets you display tree diagrams to visualize linked records relationships and dependencies (i.e., parent-child hierarchies) between assets, tasks, contracts, personnel, and more.



Document Upload

In most cases, contracts include attachments, exhibits, and supporting documentation, making document attaching/uploading an essential feature of a BPM. Agiloft supports uploading documents and linking them to their associated contract records in various file formats.

Documents of all types can be uploaded and stored in Agiloft. The out-of-the-box and custom fields combine with powerful searching to provide a readily accessible document repository with deeply configurable permission access. Drag-and-drop functionality streamlines document upload for the user. Browse selection of documents for upload is also provided.

Agiloft's document types are configurable, and related documents can be generated using templates or uploaded using drag-and-drop functionality. Related documents can be identified for inclusion in both the approval packet and the signature packet.

The Agiloft solution fully supports uploading and attaching any type of standard document, including:

- ▶ Text files
- ▶ MS Word
- ▶ Google Docs
- ▶ PDFs
- ▶ Image files
- ▶ Links/URLs

Import and Export Functionality

Agiloft provides the ability to import and export data to and from other systems, manually or at scheduled intervals.

Clause Library

Agiloft includes clause library functionality that can be configured as needed. Clauses are stored in a central location and can be adjusted for approved language and favorite clauses and terms. Access to the clause library is permissions based. Clauses are readily available in Word via our Agiloft Contract Assistant with all fallback positions at your users' fingertips, speeding up the drafting and negotiation process. Clauses can be included based on conditional requirements from any rule, workflow, field or integration kick-off, which means you can automate the generation of templates at an incredibly sophisticated level. All clauses can be tracked, and you can report on how often they are edited, what risk similarity they have (using AI), and tie clauses to approvals based on your requirements.

Clauses can be dynamically inserted into contracts based on user selections, such as contract amount, country, indemnification options, special terms, and so forth, and approval steps can be added based on these selections.

You can update existing clauses for all contract types, customize a clause for a specific contract type, add a new clause to the clause library, add a new contract type clause, remove clauses, and reactivate clauses. Alternative clauses can be created and stored using any naming structure desired.

Standard Templates

Agiloft's configurable print templates provide for efficient generation of contracts and other documents, populated with associated data and clauses as applicable. Dates, fields, and formulas are substituted into the appropriate template based on the document or contract type and other criteria. Print templates can contain conditional inclusion of data and clauses.

New [icon] Mass Edit [icon] Delete [icon] Actions [icon] Views [icon] Search [icon] [icon] [icon]						
	Edit	ID	Quote Number	Status	Linked Company	Discounted Total Before Taxes
	[icon]	32	1345-2	Signed and Accepted	IBM	\$1,549.00
	[icon]	31	1345	Sent to Customer	Acme Micro	\$19,250.00
	[icon]	30	1345	Sent to Customer	IBM	\$23,750.00
	[icon]	29	123BC456	Purchase Completed	NewsWire	\$23,400.00
	[icon]	27	12345	Sent to Customer	IBM	\$32,861.10
Table View						
All Fields						
New HTML Template						
New Word/PDF Template						
Manage...						
Basic Price Quote in Word						
Basic PDF format						
PDF with discount						
Help						

Storage and access to templates, clauses, and common data is a core feature in Agiloft. Access is controlled via Agiloft's deeply configurable permissions. Templates and clauses can be indicated as active, retired, or other values. These status values can be used to lock editing, and choice lists can use status such as "only those that are active." Version control is fully supported and configurable.

The Agiloft Contract Assistant for Word (ACA for Word) streamlines template creation and maintenance with the template designer, which is used for:

- ▶ Creating new document templates based on a template draft or an exemplary third- party document. Simply open the file, open the Agiloft Contract Assistant in Word, and tag elements that need to be generalized in the template. For example, you might open an actual contract, then replace the company's name and address with the Company Name and Address fields.
- ▶ Editing existing document templates without manually entering field codes and conditions. Easily add or modify tags, conditions, clauses, and signatures.

All templates can be versioned within the system and any attendant workflows associated with their updates configured.

Dynamic Fields and Forms

Agiloft includes a wide variety of field types with deeply configurable options. Custom fields have the same functionality and optionality as the out-of-the-box fields.

Agiloft provides dynamic forms that can guide an internal or external user through questionnaires or forms. Dynamic forms present fields based on user selections and configurable options include visibility, requirement, dependent choices, and links to data sets based on user selections. Validation rules warn of required changes when data outliers, missing data, or other noted items trigger the rule.

Any number of custom fields can be added to Agiloft, with dynamic forms displaying details and choices based on contract type or other metadata.

Agiloft's powerful business rules engine combines with linked fields to streamline and automate data entry, contract generation, and other processes. Forms and questionnaires can be accessed through a self-service portal, a manual hyperlink, an event-triggered email, on a schedule, and more.

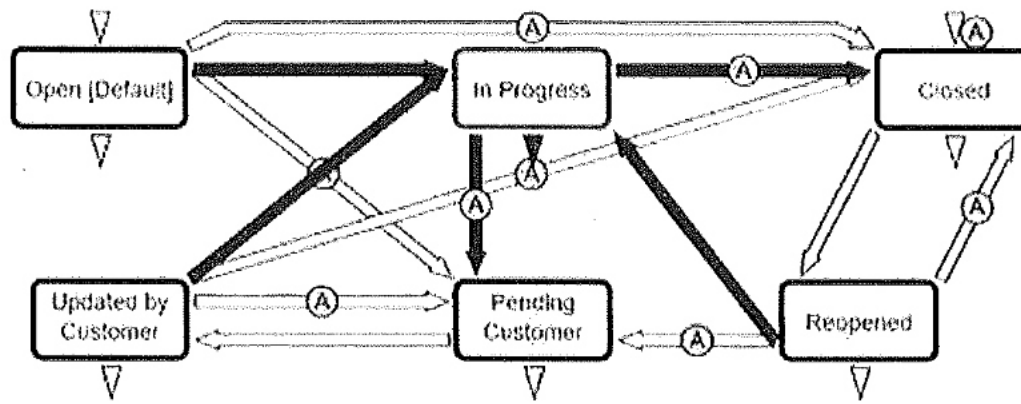
Visibility-dependent fields, conditional dependencies, required or conditionally required fields, and automation means that forms are based on user selections, providing specific information as applicable. The form's contents can vary based on purpose, process, type of agreement, or other parameters, as well as a user's permissions.

Automated Workflows

Agiloft provides an intuitive, flexible, and robust data model with a powerful workflow and business rules engine, allowing the software to map any business structure and automate the most complex business processes without the need for custom coding.

Drag-and-Drop Graphical Workflow Editor

Agiloft provides a drag-and-drop Graphical Workflow Editor that builds and documents the workflow behavior as you design it.



Consequently, processes can be automated in record time without programming. The Graphical Workflow Editor controls status and state transitions and triggers the creation of task templates or approval workflows as needed.

Business Rules Engine and Wizard

Workflow is managed through Agiloft's business rules engine and business rules wizard, allowing users to design and deploy rules to automate background processes and send progress notifications. This feature allows you to trigger rules based on real-time events, periodic intervals or any combination of conditions. These business rules are integrated with the user interface, API, and email for dynamic multisystem power and flexibility.

Any aspect of the system can be used to trigger a rule or workflow, so any business workflow, rule or automation can be defined in Agiloft. The result is a streamlined, reportable, and automated contracting process that helps eliminate errors and things "falling through the cracks" when tied to the automatic notifications, escalations, and routing rules.

Comprehensive Document Workflow

Agiloft's configurable Print Templates can efficiently create RFPs, contracts, and other documents populated with associated data and clauses. Dates, fields, and formulas are substituted into the appropriate template based on document or agreement type and other criteria. Print templates can contain conditional inclusion of data and clauses.

Storage and access to templates, clauses, and data is a core feature in Agiloft. Access is controlled via Agiloft's deeply configurable permissions. Templates and clauses can be indicated as active, retired, or other values. These status values can also be used to lock editing, and choice lists can use status such as only those that are active. Version control is fully supported and configurable.

Agiloft is prebuilt with print template contract and document creation, configurable approval workflows, renewal management, related insurance certificates, other documents, and related task management. The

configuration of contract and document types for your organization is fully supported with the general implementation.

Agiloft is a flexible platform, handling multiple workflows and workflows within workflows—to create an active timeline throughout a contract's creation, review, and approval.

Approval Workflow

Along with the Graphical Workflow Editor and business rules engine, Agiloft's template functionality provides powerful approval workflows. Approval workflows and steps allow users to define multiple approval workflows (sequential, parallel, or conditional). Based on predefined criteria, workflow selection can be automatic or manually selected by the user.

Approval assignments can be dynamic and populated based on the request to streamline the number of approval workflows needed. When in action, the approval workflow uses the templates to auto-create approval records when applicable, triggering a notification to those responsible for the approval.

One approval workflow can fit many conditions. Metadata can be considered a condition-based approval (e.g., the contract amount) and the approver dynamically populated based on metadata (e.g., the department head for the user submitting the contract request or the business sponsor).

Another optimization for approvals is the Email Notification feature with hyperlinks. Approvers can click on a link to approve, reject, or open the record and edit. This feature is accessible anywhere (i.e., desktop, tablet, phone) via a browser. Running approval notes are available for all approvers to see. This feature is permissions based.

Alerts

Agiloft includes a full suite of alerts and notifications using various triggers that can be configured in any way necessary. Agiloft tracks elapsed time, due dates, and milestones which are used to send notification and escalation notices and set notification alerts. Icons, row coloring, or fonts in on-screen views can be used to indicate upcoming or overdue items or other status items.

Email Alerts

With Email Alerts and Escalation, you can send automatic notifications and escalation rules tailored to your business protocols. Via email, you can automatically alert your staff about upcoming contract expirations, when records are assigned, tasks are overdue, and when insurance renewals are due.

Escalations can be dynamically assigned, such as to a person's manager, a person's backup, or to a department head's backup. In addition to email notifications for a specific agreement, contract deliverables, such as insurance certificates, escalated items, or past due items, can also be shown on dashboards and included in automated scheduled charts and reports.

Email templates are configurable and can contain data values and hyperlinks, enabling quick access to the sending record or one-click updates.

Replies to outbound emails can automatically update the contract or approval record, triggering a notification that the party has replied or updated the record. Any attached files are automatically uploaded and linked to the applicable record.

Document Auditing

With Agiloft's Audit Trail and History engine, you can create a fine-grained audit trail and a complete history of record changes for automatic compliance with regulatory requirements. Moreover, role-based user permissions within an Agiloft system are extremely granular and can be fine-tuned down to the individual field level. Permissions can be controlled by contract type, template structure, or any metadata element, including custom fields.

Agiloft's Activity Log and Reports feature documents all user activity and updates to records made by users and automation. Agiloft maintains full system logs that are configurable and searchable by date, time, and user.

The Activity Log provides a system-wide history of actions, including logins and login attempts based on user-configured criteria. By default, the system tracks all logins, deletions, and certain admin activities occurring in the past month. Items tracked and log duration are configurable for each Activity Log configuration record.

Agiloft's comprehensive audit trail information includes:

- ▶ Documentation of user activity, such as logins, record views, and updates
- ▶ Documentation of data changes, whether made by a user or via a business rule, with complete history records
- ▶ All inbound and outbound email tracked and linked to the applicable record

Append-only text fields provide a user and date time stamp for notes. Multiple note fields can be set up with access permissions that provide visibility to the note fields based on the user group (e.g., staff only, requestor, or vendor).

Solicitation Management

Agiloft is a central contract repository for bidding and contract metadata, bidding documents, and related information and documents, such as approvals, reviews, insurance certificates, and more. You can upload and manage a wide variety of document types, such as scanned documents and native files in any format, including all versions of .doc, .pdf, .ppt, .xls, and common image formats.

In Agiloft Vendors/suppliers can Self-Register, Request a Password Reset, or see the instructions on how to create an account. Through Agiloft Self Register Page, suppliers/vendors can fill in their information and receive a welcome email. Our system will validate email, identification number, or other data fields to ensure that only authorized suppliers get access. If desired, we can even require an approval before a user gets accepted into the portal. Text fields containing sensitive information, are encrypted using AES 256-bit encryption. The Portal also has a mobile interface, so users can use their phones to access the portal from anywhere they can get a signal with Internet connectivity.



The user will receive an email with a link to complete the supplier/vendor profile to enter company profile information and business classifications. Users will complete the profile, select the classification or

Figure 2. Supplier Profile

goods code from the list as shown on *Figure 2* and click save to submit their company profile to the procurement staff for evaluation.

Procurement staff can approve or deny the supplier profile. Once the profile is approved the company user will be

able to see solicitations records in the portal.

Once in, the Portal offers a rich and user-friendly interface that allows users to update their information (i.e., change their password, email, etc.), access training materials, and view/edit/create the records to which they have access, such as Upload company documents, company information, View Invite only Solicitations, Public Solicitations for RFP,

Figure 3. Portal View for Suppliers

RFI, RFQ, etc. Tax Documents, and Feedback. The available options will depend on the role of the logged-in user. We have included the Portal view for the Supplier role in *Figure 3* above. Suppliers/Vendors will have access to view active solicitations.

Sourcing Event Type	Sourcing Event Title	Bidding Type	Status	Date Sourcing Event Released	Date and Time Response Due
Request for Proposal	Cloud Hosting and...	Open	Open	Mar 02 2023	Apr 10 2023 16:00
Request for...	Internal Technology...	Open	Open	Mar 12 2023	Mar 14 2023 16:00
Request for...	Building Program...	Open	Open	Feb 25 2023	

Figure 4. Solicitation List View

Suppliers/vendors can check Solicitation status by clicking *View All Sourcing Events*. As shown in *Figure 4*, users can sort by any of the displayed fields (i.e., Solicitation, Type, SolicitationTitle, Bidding Type, Status, Due Date, Released Date, etc.). Any of the fields for bids can be added to the list view; the same is for any record in the Portal (i.e., Questions, Documents, etc.). These records can be exported to Excel, .CSV, and other formats by clicking on the *Export* button. The export

functionality is available in the list views for all record. Also, the view list may be sorted by any of the displayed list fields by clicking on the header. Additional fields can be added in minutes. Users that need

to change their password just need to go to the *My Profile* tab and click *Change Password*. Users can click the view button to see detail information of the Solicitation, download documents. If the vendor/supplier is interested in the solicitation they can click a button to see detail information and be able to submit a response.

Registered vendors/suppliers will be able to upload their responses, ask questions and submit their responses through the portal as shown on **Figure 5**. Procurement staff will be notified when a supplier question is submitted and will be able to answer the question in the portal.

My Supplier Responses Size of Search: My Company's Supplier Res v Text

Save **Cancel** **1**

Sourcing Event Details

Edt ID	Attachment Type	Status	Attached File
2	Sourcing Event Package	Active	Solicitation 19-15 Project for Procurement 11 2024.pdf

Response Document(s) to Upload **Attach/Manage**

Questions and Answers

Ask a Question (?)

Submit Question

My Questions

No records found for details.

Published FAQs

+ Add Filters

Figure 5. Solicitation Supplier Response

Agiloft will track all changes the suppliers/vendors create during the solicitation process and send automated alerts and email notifications to procurement staff and suppliers at the different stages of the solicitation process.

Vendor/Supplier Management

Using Agiloft business rules engine we will design a process to only give permissions to submit offers to authorized representatives. This user will have his own user account and password.

To reduce risk when vendors are submitting orders Agiloft will send a validation code to the authorized user email that will be validated in the portal when the users click the Submit Offer button.

Registered vendors as explained in the previous section will have access to all Solicitation documentation including the mandatory checklist that will be required when an offer is required.

Agiloft's deeply configurable permissions provide allows us to configure visibility and access to records based on different triggers or fields. Using the solicitation due date and time field we will prevent PRDOH users from opening, viewing, or editing an offer before the due date/time.

Using powerful workflow and business rules engine we can modify the out of the box solicitations workflow to allow vendor/supplier to withdraw or substitute its offer/proposal before closing date. This will be

achieved by creating action buttons that will allow the supplier to recall a submitted offer/proposal make the necessary updates and resubmitted again before the closing date or simply click a button withdraw it.

ID	Status	Date	Evaluation	Bid Price
1.1	Open	2/2	Full	100
1.2	Open	2/2	Full	100
1.3	Open	2/2	Full	100
1.4	Open	2/2	Full	100
1.5	Open	2/2	Full	100
1.6	Open	2/2	Full	100
1.7	Open	2/2	Full	100
1.8	Open	2/2	Full	100
1.9	Open	2/2	Full	100
1.10	Open	2/2	Full	100

Figure 6. Suppliers/Vendors Offers

the box platform as shown in Figure 6.

Agiloft out of the box comes with a set of different criterias and scoring options based on these groups:

- ▶ Cost / Competitiveness
- ▶ Service Level
- ▶ Qualifications and experience
- ▶ Proposed approach
- ▶ References
- ▶ Ability to meet any required timelines
- ▶ History of successfully performing services for public or private agencies
- ▶ Customer Service
- ▶ Claims and violations against the organization

Each criteria has a maximum score, criteria evaluation instructions, and a benchmark score. Procurement staff can select the criteria that will define each Solicitation record such as those that appear in Figure 7. A PRDOH user with the correct securities access could add additional criteria if needed. Authorized staff could evaluate and score each submitted offer/proposal and obtain an average percentage and earned score. Evaluations can be performed simultaneously by different users. Reports can be generated from the Agiloft platform and customized to include the detailed information needed in the report. Reports can be generated automatically after a solicitation date is due and stored in the solicitation record or it could be emailed to different people. Agiloft powerful security configuration allows us to make all responses unreadable by anyone until the due date and we will give access to authorized procurement staff based on their security roles.

As evaluations are completed Agiloft will automatically calculate and tabulate as shown in Figure 8.

Bid & Award Management

Each individual offer received will be kept as an independent record that will include information like: Solicitation Unique Id, Solicitation Number, vendor/supplier information, offer submission date, pricing, etc. Some of the required information is already listed in the out of

ID	Criterion	Instructions	Sort Order	Maximum Score	Bench Score
37	Cost / Competitiveness	If an offeror met all the technical standards required in the proposal, but is the most expensive then 1/...	1	30	20
38	Service Level	Service level and SLAs should be scored against industry standard of 24/5 and 24/7 for critical...	2	20	15
39	Qualifications and Experience	Here is an example of instructions for this item...	5	10	5

Figure 7. Solicitation Evaluation Criteria

<input type="checkbox"/> Edit	ID ↓	Status	Supplier	Evaluation Type	Evaluator	Evaluation Date	Sourcing Event Scoring Method	Total Earned Criteria Score	Overall Percentage Criteria Score
<input type="checkbox"/>	33	Completed	elite Test	Individual	Agiloft Admin	Mar 13 2024	Create Criteria Manually	104	86.67
<input type="checkbox"/>	30	Completed	elite Test	Individual	Agiloft Admin	Mar 13 2024	Create Criteria Manually	85	70.83
Number of Evaluations		2		Number of Consensus Evaluations		0			
> Notes									
v Evaluation Metrics									
Average Earned Score		94.5		Average Percentage Score		78.75			

Figure 8. Offers Evaluation Example

The Evaluation Committee will have access to go in the platform and evaluate the vendor/supplier offers/proposal, scored them within the system.

Agiloft offers export capabilities to export data into excel, text, XML or JSON formats. You can create rules to automatically export data into a folder when certain criteria are met or at a particular stage of the bidding process.

Agiloft security capabilities allows the PRDOH to define what a particular set of users can view, create, or edit. You can even define access or visibility to a particular field like the amount to a particular group or person if desired. Out of the box vendors/suppliers are only allowed to see their own offers and prices.

Agiloft tracks every change during the solicitation process. It will track every approval at the different stages (i.e., Solicitation is created, Solicitation is approved, Suppliers/Vendors submit Questions, Suppliers/Vendors submit offer, offers are evaluated, final decisions, etc.). Also, will also track changes to fields during the Solicitation process.

Agiloft out of the box allows designates user to create the awarded contract with all the associated documents and even create the contract using the information from the bid.

Hosted/SaaS

Each individual offer received will be kept as an independent record that will include information like: Solicitation Unique Id, Solicitation Number, vendor/supplier information, offer submission date, pricing, Agiloft have been in the hosting business for more than a decade. Agiloft was developed specifically for a multi-tenant hosting environment. Our Hosted Cloud Service is designed for reliability, scalability, and high performance.

You can start automating your most critical business processes today with Agiloft's hosted service. With over a decade of experience offering hosted software solutions designed for reliability, scalability, and high performance, we provide a superior infrastructure you can count on. Our critical server infrastructure

is designed to ensure that customer data is never lost and business operations continue in the event of a disaster. Our premier hybrid hosting Cologix/AWS solution and AWS-only solution use real-time replication, daily backups, and snapshots every four hours to keep your data secure, intact, and up-to-date.

Data Security

Agiloft takes the issue of security seriously. We work to ensure that our software, infrastructure, and organization incorporate the best practices necessary to provide military-grade security to our customers. We use third-party security specialists to rigorously test compliance. Our multilayered security policy is summarized on the [Platform Security](#) web page.

Our critical server infrastructure is designed to ensure that customer data is never lost and that business operations can continue in the event of a disaster. Although both hosting options use real-time replication, daily backups, and snapshots every four hours, there are notable differences between the hybrid Cologix SV1-AWS solution and the AWS-only solution. See the [Agiloft Hosted Service](#) data sheet for a description of the Hosted Service options).

SOC 2 and ISO 27001 Compliance

Agiloft is compliant with HIPAA, GDPR, Privacy Shield, the California Consumer Privacy Act (CCPA), and adheres to ISO 27001 and NIST. Agiloft is SOC 2 certified. We offer to host on servers located in Canada, Ireland, or Australia for full compliance with Canadian, EU, and Asian data privacy laws, including GDPR. We are also a member of the EU US Privacy Shield network. See our [Security Overview](#) data sheet for more information. Agiloft is SOC 2- certified and NIST, HIPAA, and PCI- DSS compliant.

Agiloft received its Service Organization Control (SOC) 2 security certification from the Association of International Certified Professional Accountants (AICPA). The SOC 2 report provides detailed information on policies and controls at Agiloft related to security, availability, processing integrity, confidentiality, and privacy.

Data Encryption Standards

Access is by two-factor authentication, single sign-on, private key encryption, and/or passwords. The choice is controlled by the customer's Agiloft administrator.

Data is fully encrypted in transit and at rest. Data is transferred using HTTPS or SSH. Agiloft offers industry-standard cipher suites such as AES-256 for secure communication over HTTPS. SSL certificates and keys are stored and managed in a secure Agiloft instance. Please see our [Security Policy](#).

Data is encrypted in transit and at rest. Public keys are managed in a secure Agiloft instance. SSL certificates and keys are stored and managed in a secure Agiloft instance as well. Please see our [Security Policy](#) web page.

We generate unique and strong encryption keys for our customers' data. These keys support the encryption via infrastructure underlying the Agiloft software and fall to systems administration for maintenance and audit. Clients' data is protected via this encryption, but they do not manage keys.

Security Levels

Fine-grained access permissions provide the control needed for widespread use throughout your organization. Permissions extend to the field level, allowing user-specific access based on record ownership and dynamic filters. Agiloft provides precise access control with several features:

Access Method**Access Control**

Single sign-on

Simplify and secure the login process with tools like LDAP, OAuth, and SAML 2.0.

Self-registration or auto-registration via Active Directory

Users can self-register to lighten the load for the IT staff, with auto-assignment to a default low-permission group and team until vetted or with permissions set based on business rules or data from Active Directory or both.

Password configures

Configure password requirements to precisely match your information security standards.

Group security permissions

Define access to records, fields, and menu items like mass edit, import, and export, and using functionality, such as reports, print templates, and email templates.

Record-level permissions

Fine-tune group permissions to specific record data for edit, create, delete, and view capability.

Field-level permissions

For truly precise control, limit access to individual fields within records for edit, create, delete, and view capability.

Ownership-based permissions

Provide further granularity on record- and field-level permissions with separate controls for View Own, View Other, Edit Own, and Edit Other to provide distinct permissions based on record ownership. Typically, records are owned by the user that created them (i.e., the contract requestor). They can also be owned by another user, such as the designated contract owner.

Data Location

Data will remain in the geographic region designated by the customer. Data is stored on a primary server at a specific location with backups saved on a server in another location (i.e., availability zone). The backup server will be within the same overall geographic region (e.g., US customer data stays in the US, and EU customer data stays in the EU). If data needs to be moved from the customer's designated location, then Agiloft will request customer approval in advance.

U.S. Data Centers

Agiloft's SaaS Hosted Service is provided by Cologix SV1 in Silicon Valley's premier data center. Data is replicated in real time to the Amazon Web Services (AWS) data center in Virginia. This dual-vendor strategy ensures the highest level of availability possible for our Hosted Service clients.

Data will remain in the geographic region designated by the customer.

Global Data Centers

For hosted service in other countries, Agiloft's AWS service is available in Canada, Germany, Ireland, and Australia, with the ability to deploy in other locations in AWS's global network.

Both Hosted Service options are at data centers with multiple certifications. See [Agiloft Hosted Services](#) datasheet for a description of the Hosted Service options. See also:

- ▶ [AWS Compliance](#) for information regarding AWS compliance. Reports are available from AWS.
- ▶ [SV1 Technical Specifications](#) for information regarding Cologix SV1 compliance.

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Compliance Requirements and Industry Standard

Agiloft Hosted Service is provided using Cologix SV1 and Amazon Web Service (AWS). Both vendors offer full regulatory compliance with key standards such as SSAE 18, SOC 1 and 2, GDPR, HIPAA, and more. For more information, see the [Cloud Security, Identity, and Compliance with AWS](#) web page and the Compliance & Certifications section of the [Cologix web page](#). [Cologix Data Center SV1 Spec Sheet](#). We can provide a SOC 1 or SOC 2 report from Cologix SV1 if requested, and AWS reports are available from [AWS SOC Reports](#).

Agiloft has completed security assessments for our commercial and government clients.

Data Security

Agiloft takes the issue of security seriously. We work to ensure that our software, infrastructure, and organization incorporate the best practices necessary to provide military-grade security to our customers. We use third-party security specialists to rigorously test compliance. Our multilayered security policy is summarized on the [Platform Security](#) web page.

Our critical server infrastructure is designed to ensure that customer data is never lost and that business operations can continue in the event of a disaster. Although both hosting options use real-time replication, daily backups, and snapshots every four hours, there are notable differences between the hybrid Cologix SV1-AWS solution and the AWS-only solution. See the [Agiloft Hosted Service](#) data sheet for a description of the Hosted Service options).

Data Privacy

Pseudonymization is configurable or possible with integration with third-party data-masking solutions as required. All data in Agiloft is encrypted.

For more details on compliance requirements and acceptable industry standards, please refer to the response in page #22 ([Advanced Security Capabilities](#)). For additional information regarding Agiloft privacy policy see [Agiloft Privacy Notice](#).

Scalability and Performance Metrics

Agiloft provides unlimited scalability. Our EJB-based technology platform handles a database of ten million records as easily as a database of five thousand. Scale your staff from 3 to 30,000 users without changing platforms.

Agiloft is a true multi-threaded, multi-process application that fully exploits the power of multicore processors. It supports multiple concurrent background processes such as multiple timer-based rules, full-text search indexing, backups, and email processing.

See the [Scalability](#) page at our website and read the "[Agiloft Scalability and Redundancy](#)" white paper for detailed results in production and benchmark settings. The white paper also describes options for high availability and performance tuning.

Monitoring software is configured to alert if the average CPU utilization on a hosted server exceeds 25% or the load increases above 2.0. In addition, [periodic scalability and performance tests](#) are run to verify that system performance meets the highest standards.

Agiloft's Hosted Service ensures high availability without a single point of failure and fully recoverable data. Based on more than ten years of experience offering hosted software solutions, our superior infrastructure provides the reliability you can count on.

Secure Access

No client software is needed to access Agiloft as it is a 100% web-based product, and all access is through a web browser. The most recent and stable versions of the following browsers are supported:

- ▶ All platforms: Firefox, Chrome
- ▶ On Windows, we also support Edge and Internet Explorer 11
- ▶ On Mac, we also support Safari

Authentication

Agiloft authenticates login requests via a trusted SAML 2.0 identity provider, such as Centrify, Microsoft Azure, RSA, PingOne, Okta, ADFS 2.0 and 3.0, Shibboleth, and OneLogin.

Automatically synchronize users and attribute details between Agiloft and a SAML 2.0 server during login.

Access is by two-factor authentication, single sign-on, private key encryption, and/or passwords. The choice is controlled by the customer's Agiloft administrator. For more information, see the [User Authentication and Access Methods](#) data sheet.

Solution Implementation

Our management approach is defined by many years of experience providing systems implementation and operation support to our customers. We adopt a proactive approach towards risk management by constantly monitoring our processes and reporting operations to stakeholders. This approach allows us to identify issues before they become problems. We capture all key aspects of our operations that become the basis of our constant monitoring approach.

At the heart of our management approach is the project manager. Our project managers serve as the first point of contact between our operations and our clients. The project manager will be in charge of monitoring the information gathered through our operations, reporting issues, and conduction status report meetings. We recognize that each customer's needs are unique. Nonetheless, our management framework provides with the reporting tools that we need to visualize our operations and detect problems.

Phase	Description	Duration
Project Initiation	In this phase we will prepare the environment, sales handover and internal preparation to begin project.	5 days
Project Planning - Initial Discovery	Project kick-off meeting and initial meetings to gather documents, obtain detail information about customer needs and processes.	15 days
Project Initial Buildout	Will begin the buildout of the Bidding Platform and have weekly meetings with customer to show the progress of buildout and obtain feedback.	30 days
Project Refined build	Will refine buildout of the Bidding Platform based on initial buildout feedback from customer and have weekly meetings with customer to show the progress and obtain new feedback.	20 days
Design Review and Final build	Final buildout phase of the Bidding Platform.	10 days
User Acceptance Testing	In this phase we will prepare user acceptance cases for the customer to perform in Agiloft and validate. Receive feedback from customer and perform changes in the system.	30 days
Legacy Data Import	In this phase we will complete the import of the legacy data from the excel template. (i.e., vendors/suppliers, active solicitations)	6 days
Documentation & Train the Trainer - Training Delivery	We will create user guidelines based on customer processes. At this phase we will prepare and conduct the Agiloft training for users and administrators.	20 days
Cut Over & Go Live	In this phase we will go over the planning and execution of go-live checklist to ensure that customer is ready for go live.	5 days

Training

The Success of every new implementation can be measured by the level of knowledge and engagement of every user. This is why training is a key factor. To accomplish this, Agiloft utilizes knowledge transfer best practices that can be divided on two main areas: *People and Content*

- ▶ People: Our trainers complies with the FPDS Code U012 (Information Technology Training). With a Minimum/General Experience of BA/BS in Computer Science or related field; they have considerable expertise in software applications development and planning, they also have functional experience performing business systems analysis with solid ability to perform both analysis and design.

Their functional responsibility includes:

- Train System Administrators
- Understand how all parts of the system work together.
- Know how to customize the system to implement all of their business needs.
- Have a good start on doing the necessary customizations
- Be capable of completing their own implementations and maintaining it.
- Assist customers in developing specifications for the application to be built, design and troubleshoot data model/s during specification development.

Training Objectives:

- ▶ To onboard new users to the Electronic Bidding Solution Platform.

- To ensure proficiency in software usage.
- To equip users with necessary skills for their roles.

Target Audience:

- Procurement department personnel
- Software administrator
- Evaluation Committee
- Requirements: Basic computer skills.

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Training Content:**Module 1: Introduction to the Agiloft Electronic Bidding Solution Platform.**

- Overview of software features and functionalities.
- Getting started with the user interface.

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Module 2: User Interface Navigation

- Navigating menus, toolbars, and ribbons.
- Understanding Suppliers/Vendor navigation portals and PRDOH users portal.
- Understanding layout and organization of the Bidding Solution Platform.

Module 3: Performing Common Tasks

- Creating, editing, and saving documents.
- Upload documents, images, or other files.
- Approve, denied, request changes to solicitations, suppliers, suppliers/vendors documents.
- -Create supplier/vendor user, submit company information, accept solicitations, send offers/bids
- Export Data
- Create Reports and Dashboards

Module 4: Platform Administrators

- Exploring advanced tools and options.
- Customizing settings and preferences.
- Troubleshooting common issues.

Delivery Methods:

- Instructor-led training sessions.
- Interactive e-learning modules.
- Hands-on workshops.

Training Schedule:

Date	Time	Session Title	Location
TBD	TBD	Introduction to the Agiloft Electronic Bidding Solution Platform.	It could be On-premise or virtual.
TBD	TBD	User Interface Navigation	It could be On-premise or virtual.

TBD	TBD	Performing Common Tasks	It could be On-premise or virtual.
TBD	TBD	Platform Administrators	It could be On-premise or virtual.

Resources:

- ▶ Trainers: Senior Implementer, Implementer
- ▶ Training Materials: Presentation slides, user guides
- ▶ Facilities: Training rooms, virtual meeting platform
- ▶ Technology: Computers, software licenses

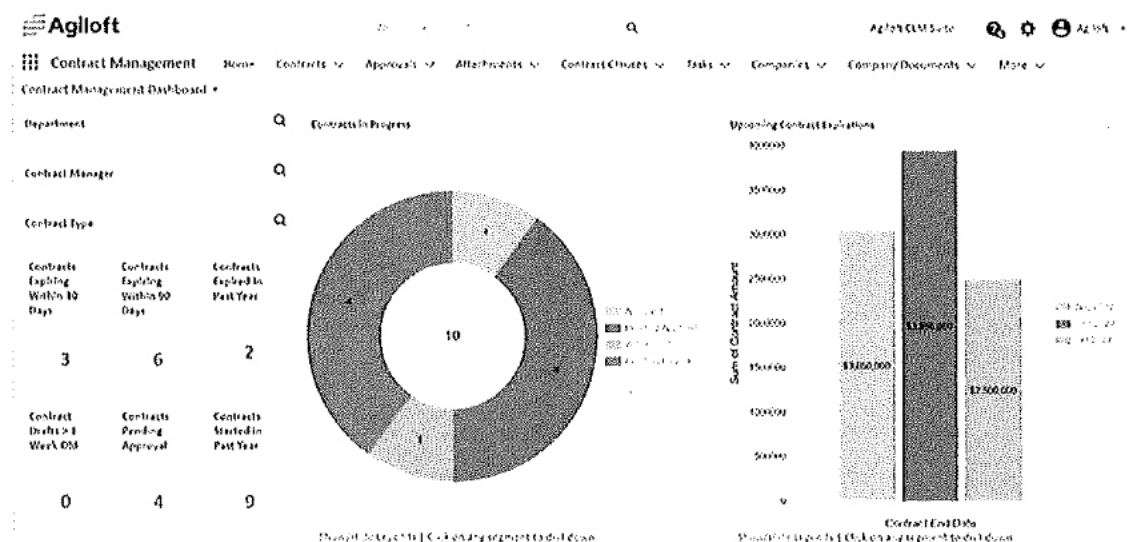
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Dashboard and Reporting

Reports

Analyze the data most relevant to you with our robust charts and reports functionality. Review your company's profitability, productivity, and efficiency at a glance. Arrange and rearrange charts from multiple tables on your dashboard with our drag-and-drop interface.



Agiloft comes with more than 60 canned charts and reports that provide visual snapshots of any aspect of your business.

Charts and reports can be run ad hoc or on a schedule. Data can be automatically filtered based on the recipient's group permissions, and the charts and reports can be on dashboards and home pages.

Agiloft includes flexible wizard-based Charts and Reports functionality that provides many out-of-the-box analyses and makes it easy to create your own. The Charts and Reports wizard provides a flexible, intuitive interface for building charts and reports without coding. The wizard provides multiple chart types and flexible reporting options for HTML, text, and Excel format. Excel templates can be updated and used in Agiloft. Import-export functionality supports the use of third-party applications.

Reporting capabilities include:

- ▶ Applying runtime filters to provide dynamic reports with specified runtime criteria
- ▶ Scheduling charts and reports for automatic distribution to teams or individuals
- ▶ Creating charts in formats including multiple axes, bar, stacked bar, line, multi-pie, funnel, multi-gauge, and trend.
- ▶ Exporting data can in Excel, and you can even upload your own Excel templates, generating Excel spreadsheets with pivot tables and other Excel features
- ▶ Using one report for all. Agiloft charts, reports, and dashboards automatically account for the permissions of each recipient. Configure only one report for all as each recipient's report will only show fields and records to which their group permissions give access.

Reports can be created based on any of the fields within Agiloft and filters applied. A custom report displaying performance per contract task can be created and scheduled to run at any given frequency and distributed to internal and external users.

Dashboards

Agiloft provides user-configurable dashboards that can display real-time information and data to users. Using an intuitive, easy-to-use tool like the Dashboard wizard, users can create new dashboards and select and configure the data points they want to be displayed.

Agiloft's Dashboards provide a convenient, quick way for users to see the data and metrics most important to them, based on their role. Users can have multiple dashboards, each with a different focus (e.g., one dashboard displaying work in progress, and the other displaying results for completed contracts, approvals). Dashboards are used to:

- ▶ Display frequently used functions and data of interest
- ▶ Give quick access to frequently used Charts, Table Views, and Saved Searches, and Links to execute frequent actions like contracts expiring in the next 90 days. Drill down into charts on home pages to show the report, and then drill down further to view and edit individual records.
- ▶ Consolidate charts and views of multiple tables

A customizable dashboard-style landing page for staff users gives users a standard "home page" from which they can launch all the actions of interest to them. The dashboard acts as a home page by providing access to appropriate information immediately upon logon, such as a list of open assigned incidents, and displays relevant charts and reports. Homepages include additional functionality such as quick links, table views showing filtered records, such as My Assigned Approval, and more.

Users can flip between multiple customized home pages in support of their many roles. Select user groups can be permitted to create home pages, whereas others would not (i.e., restricted to pages created for them). Specific home pages can be set for certain teams.

Technical Support

Agiloft standard support services includes all upgrades and enhancements, and US telephone support from 8:00 AM to 8:00 PM (EST). There is no case limit. Tickets may be submitted online 24/7 through our Support website. Customers also have access to our online FAQs. The response time is 1 business day. Premium support offers a response time of 2 business hours, with 24/7 phone access, priority phone queue and case routing, a designated Customer Service Representative, two for the price of one admission to an off-site Administrator training class, and Agiloft administration.

Software Maintenance: Maintenance services are provided on a yearly contract basis and includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. Support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Additional Information/Attachments

To provide additional information to support our services and solutions and Agiloft's functional capabilities, features, and benefits, we have also included the following attachments with our submission:

- ▶ Agiloft Contract Lifecycle Management Solution: Standard RFI
- ▶ Business Continuity Plan
- ▶ Agiloft Incident Response
- ▶ Supplier Risk Management Policy

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT B

SCOPE OF SERVICES
Request for Proposals
Electronic Bidding Solution
Community Development Block Grant – Disaster Recovery
Community Development Block Grant - Mitigation
Puerto Rico Department of Housing
CDBG-DRMIT-RFP-2023-09
Revised for Addendum 1

1. Introduction and Overview

The Puerto Rico Department of Housing (hereinafter "PRDOH") is issuing this Request of Proposal (RFP) to obtain a commercially available Electronic Bidding Solution (**Bidding Solution**) capable of automating the bidding process; allow prospective proposers to submit electronic bids through a secure, centralized online platform. The Bidding Solution must allow the PRDOH Procurement staff to manage solicitation documents using predefined templates, receive bids electronically, and automated evaluation and independently score supplier responses or bids according to the requirements of the PRDOH.

The Selected Proposer(s) will be responsible for providing all required software licenses, implementation, interface development, configuration, training, hosting, and maintenance and support services during the term of the contract, including any extensions issued by the PRDOH.

A detailed description of all CDBG-DR Programs and CDBG-MIT Programs are included in their corresponding Action Plans 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 and <https://cdbg-dr.pr.gov/en/action-plan-mit/>, respectively.

The scope of services presented is based upon circumstances existing at the time the RFP is released. 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.

2. PRDOH's Reservation of Rights

The PRDOH reserves the right, without limitations, to:

- (i) Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interests.
- (ii) Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to, incomplete proposals and/or proposals offering alternate or non-requested goods.
- (iii) Cancel this solicitation and reissue the RFP or another version of it, if it deems that doing so is in the Public Interest.
- (iv) PRDOH shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- (v) To reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to, if:
 - a. Funding is not available.
 - b. Legal restrictions are placed upon the expenditure of monies for this category.
 - c. PRDOH's requirements in good faith change after the award of the contract.
- (vi) Make an award to more than one Proposer based on ratings.

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- (vii) To require additional information from all suppliers to determine the level of responsibility.
- (viii) To contact any individuals, entities, and/or organizations that have had a business relationship with the proposer, regardless of their inclusion in the reference section of the proposal's submittal.
- (ix) In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRDOH reserves the right to:
- a. seek monetary restitution (to include but not limited to withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- (x) To amend the contract(s) of the Selected Proposer(s) to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope to include work under subsequent CDBG-DR and CDBG-MIT 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.
- (xi) To contract with one or more qualified as a result of the selection of the RFP or the cancellation of this RFP.
- (xii) To negotiate any price from the awarded proposer(s) in response to a specific order under this solicitation.
- (xiii) To modify the quantity of the listed items and/or services during the term of the contract in compliance with policies and procedures.
- (xiv) To withdraw from the contracting process with a selected Proposer if the selected Proposer does not provide the required contract documents, including insurance requirements, within **ten (10) business days** of contract Award Notice.

The Selected Proposer(s) shall be responsible for providing all services outlined in this Scope of Services.

3. Users Licenses/Access

Licenses or accesses must be provided for the following users in the amount defined below:

- Administrator – at least three **(3)** licenses/access.
- Procurement User – at least forty **(40)** licenses/access.
- Evaluators – at least twenty **(20)** concurrent licenses/access.
- Proposers/Bidders/Vendors – **unlimited** licenses/access.

All proposals must contain a detailed description of what's included with each type of license or access.

4. Requirements, Task, and Services

The PRDOH CDBG-DR/MIT Procurement Division requires a Bidding Solution to automate and support the entire bidding process, including, but not limited to, create, manage, track, and monitor Solicitations, Procurements, Bids, RFI, RFP, RFQ, posting of bids, receiving responses over the Internet, automating evaluation, conducting analysis, awards, reporting, manage and monitor the life cycle of Solicitations by configuring workflows for the Solicitations, among

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others. The procurement methods that are to be issued within the Bidding Solution include but are not limited to, Request for Proposals (**RFP**), Request for Qualifications (**RFQ**), Invitation for Bids (**IFB**), procurements by Micro-Purchases (**MP**) and Small Purchases (**SP**).

The Bidding Solution must possess security warranties like data encryption, virus scan, pin authentication, firewalls, among others, to warrant the confidentiality of the processes and the safekeeping of the documentation. The Selected Proposer(s) must securely store and protect software and data against, but not limited to, the following:

- Technical hardware/software failure or errors
- Act of human error or failure
- Unauthorized access
- Software attacks; and
- Forces of nature.

The Selected Proposer(s) must address specific encryption methods and network protocols. Also, the Selected Proposer(s) must include information concerning the data center facilities used for the hosting environment. PRDOH must have the ability to access all records directly. All data records must be stored in a way that allows data portability should PRDOH need to export the data. It is highly desired that the proposed Bidding Solution be extremely versatile and configurable to meet the needs of the Procurement Division. At a minimum, the proposed Bidding Solution should be capable of the following:

4.1. Repository Management

- Create and save a repository of solicitation templates, clauses, contract terms, and conditions.
- Allow the migration of vendor/supplier information from the existing database.
- Allow authorized users to create various types of procurement methods by picking and choosing different options from the repository.
- Procurement Division can quickly view, access, review, and download contents of this repository as needed. The exported data must be downloadable to Microsoft Word, Excel, PDF and other applicable formats.
- Allow uploading and merging of drawings, pictures, maps, etc., into the final document.
- Send automatic notifications via email when a document is routed for review and/or approval.
- Generate the final version of the document according to the format mandated by the PRDOH for a specific procurement process type such as, but not limited to, Request for Proposals, Request for Qualifications, Invitation for Bid, Micro-Purchases and Small Purchases.
- Converts final solicitation document to a non-editable file such as Portable Document Format (PDF) for view and download prior to releasing it to vendors.
- Allow printing of final solicitation document and allow for export by Procurement staff.
- Have robust workflows allowing authorized users to route draft documents for review.
- Ability to delegate workload from one staff to another with proper notification messages routed to the Procurement staff.
- Approval/Rejections of supervisors should be captured in the Bidding Solution with comments, date/time stamp, and automatically rerouted back to the appropriate Procurement staff.
- Advertisement of a bid should only be allowed if approvals are granted.

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- Track all document changes and activities.

4.2. Solicitation Management

- Must provide an online, real-time, self-service type of registration for potential vendor/supplier.
- All documents and forms shall be available for potential vendor/supplier to download, print, and view online.
- The submission of offers shall be made through the software, including the ability to attach documents.
- Allow an automated process for registration to invite vendors/suppliers to become part of the vendor list.
- Vendors/Suppliers shall have the ability to enter company profile information and identify themselves by business classifications or goods codes. The Bidding Solution must provide the classifications and codes and/or allow the PRDOH to create business classifications and goods codes and provide a description for each.
- The system shall have the capacity to send solicitation notifications by email to vendors/suppliers associated with a business classification or goods code.
- Registration can be integrated with qualifications for each registered vendor/supplier.
- Registered vendors/suppliers are automatically notified about bid opportunities.
- Centralize all solicitation information and vendor/supplier activity, categorizing and sequentially numbering the solicitations issued.
- Identify solicitation status, modification history, and detailed bid activity.
- Ensure all registered vendors/suppliers have access to solicitation documents at the same time.
- Allows registered vendor/supplier to send questions during the submission of inquiries and requests for clarification period.
- Ensure that registered vendors/suppliers are automatically notified about document changes or Addenda.
- Keep track of all vendors/suppliers who have downloaded the solicitation and any associated Addenda.
- Answering questions by converting Q & A's into an addendum available for all registered vendors/suppliers.
- Require registered vendors/suppliers to read and acknowledge all addendums issued for a solicitation before submitting an offer.
- Provides the bid status (open, closed, under evaluation, awarded, etc.) and search for available solicitations.
- Bidding Solution should have the ability to alert Procurement staff if no vendor/supplier has registered or offers have not been received within a configurable time period. Staff notification should occur prior to the due date/time so that action can be taken to extend the date/time.
- Ability to track the time, date, and vendor/supplier name for all offers received in response to a solicitation creating a log that is visible to all Procurement staff at any time.
- Sends out an automated email for the solicitation on the due date and time to the appropriate Procurement staff, advising of the number of offers received, including the vendor/supplier names.

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4.3. Vendor/Supplier Management

- Ensure vendors/suppliers are registered and identified to guarantee offers are submitted and provided by an authorized representative, and give secure access before the submission of an electronic bid.
- Provide alternatives to reduce the risk of fraud in submitting offers.
- Give registered vendors/suppliers access to all documentation creating a mandatory documents checklist to be submitted and identifying the solicitation closing date.
- Submission of vendor/supplier offers should remain locked until the due date and time.
- Allow the vendor/supplier to withdraw its offer/proposal or substitute it with a modified or updated copy of its offer before the closing date.

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4.4. Bid & Award Management

The Bidding Solution should allow:

- Automatically generate the details of each received offer including at a minimum: the solicitation number, name of the solicitation, name of vendor/supplier, Federal Employer Identification Number (**FEIN**), Unique Entity ID (**UEI**), offer submission date, pricing, and all other relevant information pertaining to the solicitation;
- The creation of criteria for evaluation and scoring;
- Organize criteria into groups;
- Generate a report of received bids with vendor/supplier details at the due date;
- All bid responses must be kept securely sealed and rendered unreadable by anyone until the due date, at which time authorized Procurement staff can open and/or decrypt and review the submitted bids;
- Automatically tabulate, calculate, and sequentially order bids received;
- Bids are automatically ranked by amount;
- Must allow temporary access to the evaluation committees' members;
- Must allow export bid information for further evaluation and analysis;
- Track decisions at each stage of the procurement process, including bid results;
- Electronic bidding solution does not allow a vendor/supplier to see another vendor/supplier offer or pricing information;
- Upon completion of the evaluation, the electronic bidding solution should be able to make awarded contracts and associated bid documents available; and
- Allow multiple award scenarios (i.e., by the supplier, line item).

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4.5. Technical Functionalities

- Compliance with Standard Operating Procedures (**SOPs**):
 - The solution must allow users to access, upload, organize, identify, store and transfer documents, as well as other tasks pursuant to the procedures and workflows established in the SOPs that detail the steps of PRDOH Procurement processes.
 - The solution must allow complete compliance with the prevailing SOPs.
 - Current SOPs are attached to this RFP as Attachments to demonstrate examples of processes that the selected proposer may apply. The attached SOPs may or may not be the final SOPs requested to implement.
- Ability to establish unique usernames and passwords for all authorized users.
- Must be accessible via any major web browsers.
- User profiles should be configurable based on roles, rights, and permissions allowing varying access levels.
- Allow the upload of digital versions of bids.

- Ensure that prospective vendors/suppliers are registered, authenticated, and given a secure access key before submitting an electronic bid to reduce the risk of fraud and guaranteeing the authenticity of the material being transferred and provided by an authorized representative of the vendor/supplier.
- Hosted software with the ability to be configured for automated backup from database to PRDOH server.
- Prevent users from viewing, and access received bids until the Due Date.
- Automatically copy the PRDOH Procurement staff on all automated alerts and communications issued.
- Capture all metrics associated with solicitation development, advertisement, and bid receipt phases.
- Proposed electronic bid solution must be cloud-based and not require installation onto PRDOH computers.
- Data must be stored and hosted on the selected proposer's cloud-based solution. Should be a Software as Service (**SaaS**), installed and hosted in the Proposer's server, firewalls, and infrastructure network.
- The solution must provide backup on the PRDOH server.
- Electronic bidding solution must be scalable and flexible to handle changing needs of the PRDOH.
- Maintain an audit trail of all transactions and changes made by the Procurement, Operational, Security, Technical and other divisions.
- Maintain/store all documentation resulting from the services (i.e., documents, bids, awards) for a minimum of five (5) years from the closeout of the grant or the period required by other locally applicable laws and regulations whichever is greater. Upon any termination of the contract, the selected proposer will make an electronic copy of the cloud-based stored data available for PRDOH to download.
- Electronic Bidding Solution must ensure and protect personally identifiable information (**PII**) to avoid any unauthorized access and disclosure.
- Electronic Bidding Solution must assure the reliability and accuracy of information to prevent unauthorized modification or destruction.
- Provides an Application Program Interface (**API**) - to enable the exchange of information, both inbound and outbound, with other business applications using a variety of protocols.
- Provides a configurable API - or other emerging industry standard, such that new interfaces can be defined, or existing interfaces can be modified by an administrator without requiring the support of the software provider.
- Provides security and auditing of data exported and imported via any interface, including the ability to schedule and encrypt files as necessary for data transfers.

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4.6. Hosted/SaaS Specific System Requirements:

- Provides system availability 24 hours a day, 365 days a year, not including scheduled downtime.
- Ensures scheduled downtime is pre-approved by the PRDOH one (1) week in advance.
- Provides system uptime of 99.99%.
- Provides hosting facility that is SSAE 16 certified.
- Stores data in the Continental U.S.
- Provides for continuous backup of data and transactions such that PRDOH will not suffer data loss in the event of a disaster or catastrophic failure.
- Provides for scheduled, periodic backup of live data to the test/training environment.
- In the event of a disaster or catastrophic failure, informs PRDOH:
 - Within one (1) hour;
 - The scale and quantity of the data loss;
 - The type of data lost;
 - What the proposer has done to recover the data and mitigate any effect of the data loss;
 - What corrective action has the proposer taken to prevent future data loss;

4.7. Data Access and Security Breaches:

- Upon discovery or reasonable belief of any data breach notifies PRDOH by the fastest means available and in writing within twenty-four (24) hours. Notification should include:
 - The nature of the breach;
 - The data accessed, used, or disclosed;
 - The person(s) who accessed, used, disclosed, and/or received data, if known;
 - What has been done to quarantine and mitigate the breach, and;
 - What corrective actions have been taken to prevent future breaches.
- The selected proposer must also:
 - Comply with applicable federal, state and administrative laws and regulations regarding notification, correction and mitigation of data security breaches;
 - Ensure that its contractors and subcontractors providing the services described in this Scope of Services also comply with the requirements established above.
 - Allow detailed logging of security and operational events and allow exporting or connections to SIEM (Security Information and Event Management) systems.
 - Provide daily updates regarding findings and actions performed until the breach has been effectively resolved to PRDOH's satisfaction.
 - Provide a report containing the results of the investigation of the breach.

4.8. Solution Implementation

The proposed Bidding Solution is expected to allow procurement processes to be transparently and consistently initiated and maintained as they progress through to award. The Selected Proposer(s) must configure, implement, adequately train and support PRDOH Procurement staff to successfully launch the solution.

The Selected Proposer(s) must provide a preliminary implementation and training plan with its response to this RFP.

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Within fifteen (15) days of signing the awarded contract, the Selected Proposer(s) must provide a detailed Implementation, Testing and Training plan.

During the testing implementation and all throughout the implementation phase until the solution goes live, PRDOH will have the right to request to the Selected Proposer(s) up to three (3) revisions wherein PRDOH assesses whether or not the system and/or its processes fulfill PRDOH's objectives. These revisions do not comprise corrections requested by PRDOH for compliance with the SOPs and the services requested in the Scope of Services.

Implementation activities may include:

- Discovery and project kick-off;
- Configuration activities:
 - Configuration Development;
 - Server configuration;
 - Data conversion;
 - Backup process setup;
- Validation/Testing;
- Provide on-site or remote training;
- Launch the electronic bidding solution.

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4.9. User Dashboard

The proposed Bidding Solution is expected to be user-friendly, easy to use, and have menu-driven capabilities. The Bidding Solution should have a separate dashboard for both the Procurement staff and vendors/suppliers who bid on solicitations. The web-based dashboard should be configurable and, at minimum, allow registered vendors/suppliers to view the key features such as Solicitation Number, Title of Solicitation, Due Date, Status, Questions & Answers, Addenda, the Number of Bids Received, to mention a few. The dashboard should allow Procurement staff to see the details of all solicitations issued, such as Solicitation Number, Title of Solicitation, Due Date, Status, Questions & Answers, and the Number of Bids Received directly from the main dashboard screen. It is desired that the dashboard be customizable for management view to display only the summary of activities performed.

4.10. Maintenance and Technical Support

The Selected Proposer(s) shall provide maintenance services for the proposed Bidding Solution throughout the term of the contract. These services shall include updates and upgrades, including corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches, as well as upgrades to new version releases. Updates should be available at no additional cost. Maintenance and upgrades must be scheduled and performed at a time with the least impact on the procurement processes. Non-production environments, such as testing and staging, shall also be covered. The services for the software component are to be provided by the Selected Proposer to the appropriate Procurement staff.

Also, the Selected Proposer(s) shall be responsible for providing maintenance services on any developed portions of the proposed electronic bidding solution, including any interfaces or data mapping. The Selected Proposer(s) should provide a detailed description of maintenance and technical support services to be provided as part of the bid submission package. The Selected Proposer(s) shall resolve any problems or disruptions

in the services provided, excluding internet interruptions that arise with the solution, within five (5) business days.

4.11. Reporting Requirements

The proposed Bidding Solution is expected to deliver relevant, practical, and timely staff information through real-time reports. The proposed Bidding Solution will enable Procurement staff to report on vendor/supplier offers, pricing, solicitation information, and staff processing time reports. Users should have the option to run reports between date ranges and on specific data fields, i.e., Solicitation number, Title of Solicitation, Vendor name, Due Date, and other available data as listed below. The proposed Bidding Solution should allow the extraction of raw data into a Microsoft Excel format. Raw data should include all fields associated with any solicitation created in the Solution.

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It is anticipated that the proposed electronic bidding solution will allow Procurement staff users to create all necessary reports and queries and to customize them based on varying criteria. The reports and query capabilities should include user-defined features such as inserting page header/footer data like date, time, page number; formatting and aligning data; sorting and grouping data; using functions and formulas; exporting data to text and Microsoft Excel formats; presenting data in charts; combining data from different reports and queries; using wizards to assist in creating reports; using "if" and "and" logic to extract data; suppressing lines in creating reports and queries; search/find capabilities; and viewing reports online. All reports should be accessible from any computer via a web browser with the proper credentials.

4.12. Security Requirements

- The proposed Electronic Bidding Solution must comply with NIST 800-53 and 800-171 standards. Regarding Personally Identifiable Information (PII), the Bidding Solution must:
 - Comply with applicable laws regarding PII data collection;
 - Encrypt PII data in transit, database, server file system, user devices, and removable storage devices;
 - Comply with organization policies regarding PII security breach incident reporting;
- The solution shall perform audit logging to build a historical record of all user actions, including user authentication attempts and critical system processes.
- The solution shall store audit logs on a server separate from the system that generates the log.
- The vendor must maintain an up-to-date System Security Plan (SSP), NIST PL-2 and NIST PL-8.
 - Explicit definition of the system boundary;
 - Description of the operational context of business organizations and processes;
 - Description of the system and relationships with or connections to other information systems;
 - Description of the overall philosophy, requirements, and approach to be taken to protect the confidentiality, integrity, and availability of organizational information;
 - Description of how the information security architecture is integrated into and supports the enterprise architecture;
 - Description of any information security assumptions about, and dependencies on, external services;

- Description of the security controls in place or planned for meeting the security requirements;
- The Bidding Solution shall provide a customizable User Access Management capability that enables authorized users to assign user access at application, use case, and field level, as needed, by employee role.
 - The vendor SSP must describe the system capabilities that address these access control requirements.
 - Restricts access to information assets, functions, data, reports, and workflows, to only authorized users, systems, and devices;
 - Enforces authorizations, current user privilege set throughout the thread of execution, between processes and interconnected systems;
 - Enforces separation of duties through assigned access authorizations;
 - Implements role-based access control (**RBAC**) to support the principle of least privilege, allowing only authorized accesses for users which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions;
 - Requires explicit authorization of security functions;
 - Automatically locks a user account if the number of consecutive invalid login attempts exceeds five (5) attempts. The locked account remains locked until released by an administrator or account unlocked after 24 hours;
 - Prevents further access to the system by initiating a session lock after fifteen (15) minutes of inactivity. The user reestablishes access using established identification and authentication procedures;
- The system generates audit records containing information that establishes what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.
 - Audits events:
 - User account creation, modification, disabling, and termination actions;
 - External interface communications (e.g., web service calls and file transfers);
 - User login and logout;
 - Failed login attempts, logging IP address, or other location information;
 - User role creation and deletion;
 - User role in privileging assignment additions, deletions, or modification;
 - User role to user assignment changes;
 - User account lock and unlock events;
 - Financial transactions;
 - Audit record storage capacity must accommodate the organization's audit;
 - Record storage requirements;
 - Provides an export and/or report of the audit events;
 - Uses internal system clocks to generate timestamps for audit records, ensuring;
 - Consistent timestamps across all system functions;
 - Protects audit information and audit tools from unauthorized access, modification, and deletion;
 - Should provide an interface for a security analyst to search and filter the audit events.

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- The vendor SSP must describe the system capabilities that address the identification and authentication requirements:
 - Uniquely identifies and authenticates users or processes acting on behalf of users;
 - Must provide multi-factor authentication (**MFA**);
 - Ensures system interconnections and intercomponent usage, e.g., shared resources, prevents unauthorized and unintended information transfer and information access is within the context of the user or system session;
 - Protects against or limits the effects of denial-of-service attacks by employing security safeguards;
 - Terminates the network connection associated with a communications session at the end of the session or after fifteen (15) minutes of inactivity.
- The Bidding Solution shall be interoperable with other technology solutions utilizing modern, industry-standard technologies such as web services and/or Secure File Transfer Protocol (SFTP) interface standards.
- The Bidding Solution shall provide users the ability to send secure messages, including documents, to other authorized users of the solution who may be part of different organizations.
- The Bidding Solution shall provide the capability to import data extracted from other systems.
- The Bidding Solution, including all Portal components, shall be available at all times outside of planned and approved maintenance windows.
- The Bidding Solution shall incorporate industry best practices for usability.
- The Bidding Solution shall support electronic signature capability that is compliant with local laws.
- The Bidding Solution shall implement all deletes of transactional data as "soft deletes" so that no data is ever physically deleted.
- Implementation of security scans, static and/or dynamic, against development assets
- Identification of vulnerabilities in software dependencies, e.g., open-source software using scans (NIST RA-5), security bulletins, or national vulnerability databases.
- Tracking of all critical, high, and medium vulnerabilities.
- Implementation of security controls in the operational environment to identify vulnerabilities.
- Remediation of critical and high severity vulnerabilities prior to software release or within thirty (30) days of discovery in a production environment.
- Vendor must agree with periodic access and security testing conducted by PRDOH or third parties acting on PRDOH's behalf and/or share proof of annual security testing and certification of their platform (if externally hosted).
- The Bidding Solution should provide for establishment and implementation of security incident reporting procedures.
- Tracking vulnerabilities and provides on-going vulnerability reporting.
- The Bidding Solution shall be fully compliant with federal and local data retention guidelines.
- The Bidding Solution shall have the capability to archive bulk data on demand.
- The Bidding Solution shall produce a Data Source report showing the tables and fields that will serve as the basis for the data conversion specification.

5. Training Services

The Selected Proposer(s) shall provide training for Procurement staff as requested by the PRDOH and should provide a copy of all training material which must be available for

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Electronic download by the participants. The training should cover all areas of the proposed electronic Bidding Solution, including but not limited to, solicitation development, data entry, evaluation procedures, and querying, reporting, and administrative functions. Training shall take place during normal business hours, Monday through Friday, and can be offered in various methods, including on-site training, web-based training and online web tutorials. Additional training shall be made available via online videos and resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. The PRDOH will provide facilities and computers to conduct such training.

The Selected Proposer(s) shall also be responsible for providing training to the vendors using the electronic solution through the use of web-based training and online web tutorials. The training/documentation should be available at all times for the new and returning vendors.

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6. Deliverables

The proposer agrees to meet the activities and deliver the Electronic Bidding Solution and services requirements herein detailed in accordance with the plan set out below and the specified timeline for delivery. The proposer shall be responsible for meeting the following requirements:

- The Selected Proposer(s) shall make the solution available to the PRDOH through a cloud-based solution.
- The Selected Proposer(s) shall develop the solution following the procedures and steps outlined in the SOPs. The selected proposer must correct all issues not in compliance with the SOPs.
- In the first five (5) calendar days after contract execution, a Point of Contact (**POC**) must be identified and assigned to the PRDOH.
- Within the seven (7) to fourteen (14) calendar days after the contract execution, discovery and project kick-off activities must be completed.
- The Selected Proposer(s) must complete all required data conversion (if needed), backup process setup (if required), and final configuration within thirty (30) calendar days from the kickoff meeting, and discovery activities are completed. Any extensions needed should be approved by PRDOH.
- Proposer must complete the testing and validation of the electronic bidding solution within seven (7) to fourteen (14) calendar days from the configuration.
- On-site or remote training must be completed within seven (7) to fourteen (14) calendar days after testing and validation activities are completed.
- All license keys, usernames, and passwords shall be authenticated by the selected proposer.
- The Selected Proposer(s) agrees to provide the PRDOH with revised, modified, and/or updated documentation and training materials that reflect the enhancements/changes/modifications (including without limitation Updates, Upgrades, or Releases) made to the solution throughout the term of the Agreement at no additional costs to the PRDOH. The selected proposer shall deliver copies of the documentation to the PRDOH in softcopy, electronic format, and, if requested, in hardcopy.
- During the testing phase until the system goes live, the selected proposer must perform revisions requested by PRDOH for issues outside the scope of the SOPs, up to three (3) times.
- The Selected Proposer(s) must be able to launch the electronic bidding solution within ninety (90) calendar days from contract execution.
- The Selected Proposer(s) shall resolve all problems or disruptions in the services provided,

excluding internet interruptions that arise with the electronic bidding solution, within five (5) business days.

- The Selected Proposer(s) shall provide weekly status reports via email by the end of every week regarding the server configuration (if applicable), troubleshooting, all required data conversion, backup process setup, training, and final system configuration validation.

7. Allowances

Specific cases may require additional services to the ones stated above. For such services, the contract shall include an allowance and the proposer shall provide the PRDOH with unit pricings and hourly rates for the additional tasks to be performed. No additional task may be performed by the proposer without authorization of the PRDOH.

Whenever an additional service will be utilized, the Selected Proposer(s) will submit to the PRDOH a Request for Authorization (RFA), which includes the justification and costs for the services. An allowance would be included in the contract for these additional services available on as-needed basis, after the RFA is approved by PRDOH.

Identified additional task at the moment are as follows:

- Data migration;
- System-wide customization of solution to comply with new or amended SOPs executed, and;
- Any other modification needed.

8. Warranty Period

The Selected Proposer(s) must warrant that the Electronic Bidding Solution shall perform as specified in the solicitation and proposal documentation, for the life of the contract, including extensions. Any remedies related to noncompliance with any warranty of the services, including any express, implied, or statutory warranties, shall be agreed upon the execution of the contract.

9. Software and Data Ownership

The PRDOH shall remain the sole and exclusive owner of all rights, titles, and interests about the cloud-based solution stored data. All other rights related to the services, i.e., software licenses, program documentation, among others, will be agreed upon between the selected proposer and PRDOH upon execution of the contract.

END OF SCOPE OF SERVICES

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Exhibit G
COST FORM

Request for Proposals
Electronic Bidding Solution
Community Development Block Grant – Disaster Recovery and
Community Development Block Grant- Mitigation
CDBG-DRMIT-RFP-2023-09
(Revised for May 17, 2024)

Name of Proposer: eliteBco LLC

Table 1: Cost of Licenses

License Type ¹	Units [A]	Cost Per Unit Year 1 [B]	Cost Per Unit Year 2 [C]	Cost Per Unit Year 3 [D]	Total Cost Per Contract Term [A (B+C+D)]
Annual Recurring Fees	1	\$25,000	\$25,000	\$25,000	\$75,000
Administrator	3	\$4,800	\$4,800	\$4,800	\$14,400
Procurement User	40	\$64,000	\$64,000	\$64,000	\$192,000
Evaluators	20	\$32,000	\$32,000	\$32,000	\$96,000
Proposer/Bidders/Vendors	Unlimited	\$36,000	\$36,000	\$36,000	\$108,000
Total Cost of Licenses Per Each Year²		\$161,800	\$161,800	\$161,800	---
Total Cost of Licenses Per Contract Term					\$485,400

Table 2: Implementation Cost

Total Implementation Cost	\$147,500
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Table 3: Cost of Training

Type of Training	Hours of Training	Cost Per Hour	Total Costs
On-Site Training	20	\$100	\$2,000
Total Cost of Trainings			\$2,000

¹ As described in the proposal. Must include maintenance costs.

² The sum of the multiplications of each License Type's yearly cost by the correspondent quantity of units.

Proposer's Initials: JCF

Exhibit G – Cost Form
Revised for May 17, 2024
CDBG-DRMIT-RFP-2023-09
Electronic Bidding Solution
Community Development Block Grant – Disaster Recovery
Community Development Block Grant – Mitigation
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Table 4: Total Estimated Costs	
Table 1: Cost of Licenses Total	485,400.00
Table 2: Implementation Cost	147,500.00
Table 3: Cost of Training Total	2,000.00
Allowances ³	\$40,000.00
Total Estimated Costs	674,900.00

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Notes on: Electronic Bidding Solution Proposal Cost

1. The Electronic Bidding Solution contract will be a fixed price contract.
2. Additional services may be contracted or added through amendments, as funds become available.
3. Proposals which do not contain pricing for every item requested will be considered unresponsive by the PRDOH.
4. Pricing include all expenses, including overhead, profit, reimbursements, incidental, taxes, fringe benefits, handling, and delivery costs, as well as any other administrative costs associated with the goods and services. The PRDOH will not consider any additional costs. Only the unit prices submitted will be taken into consideration. The PRDOH will not be responsible for reimbursement of expenses related to per-diem, tolls, parts, or labors for equipment under warranty.
5. Quantities of units and/or hours of training expressed in this form should not be interpreted as a cap for costs that may be invoiced for the services. Invoicing shall be based in the actual needs of PRDOH.
6. The contract is expected to function as a not-to-exceed contract, from which services will be invoiced based on actual quantity of services rendered by the vendor.


Proposer's Signature

05/21/2024
Date

Jose C Flores González
Proposer's Printed Name

³ In case additional licenses, additional On-Site Training hours, Web-based Training or Online Tutorials are needed. If developed, Online Tutorials should stay available for the whole term of the contract.



MINIMUM PERFORMANCE REQUIREMENTS

Request for Proposals

Electronic Bidding Solutions

Community Development Block Grant – Disaster Recovery

Community Development Block Grant – Mitigation

Puerto Rico Department of Housing

CDBG-DRMIT-RFP-2023-09

INTRODUCTION

This document represents performance metrics and requirements for Electronic Bidding Solutions. The Contractor shall adhere to the requirements of this document. The Contractor shall develop plans, schedules, reports, and/or any other document as may be requested by the Puerto Rico Department of Housing (**PRDOH**) or its representative in connection with the metrics and requirements set forth herein. The Contractor shall submit any of such documents for review and approval as requested by the PRDOH within the specified time frame provided for such request. PRDOH reserves the right to request any information as part of the Grantee's responsibilities. The Contractor is responsible for compliance with all aspects of the Scope of Services that will be included as an Attachment of the Contract.

The requirements and metrics included in these Minimum Performance Requirements may be subject to modification, including the addition of new requirements, based on the Program's development and implementation. Any such modifications will be made at the discretion of PRDOH for the Program's Benefit. These modifications shall become binding between the parties upon agreement and will not require an amendment to the contract. The process of modifying the requirements and metrics will be transparent and clearly communicated to all parties involved.

LIQUIDATED DAMAGES & PENALTIES

PRDOH and the Selected Proposer(s) will agree on the timetable for the deliverable of each task. The Selected Proposer(s) shall pay to PRDOH, as liquidated damages, **\$100.00** for each calendar day that a deliverable required is late until deemed in compliance, subject to a maximum of **\$1,000.00**. The purpose of these liquidated damages is to compensate PRDOH for the loss it will suffer due to the delay in the completion of the work herein requested. Liquidated damages received are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Selected Proposer(s)' obligation to indemnify the PRDOH, or to any other remedy provided for as a provision of the contract or law. Liquidated damages may be assessed at the sole discretion of PRDOH. To apply and calculate such liquidated damages, a grace period of **ten (10) days** shall be observed. PRDOH may deduct and retain out of the monies which may become due to the Selected Proposer(s) the amount of any such liquidated damages, and in case the amount which may become due is less than the amount of liquidated damages due to the PRDOH, the Proposer shall be liable to pay the difference.

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PERFORMANCE METRICS

TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
TASK A Discovery	Subtask A-1 Point of Contact	One (1) Point of Contact (POC) must be identified and assigned to the PRDOH.	Within the first five (5) calendar days after contract execution.
	Subtask A-2 Discovery and Project Kick-Off	Discovery and Project Kick-off Activities	Within the seven (7) to fourteen (14) calendar days after contract execution.
	Subtask A-3 Solution Plan	Preliminary Implementation, Testing, and Training Plan.	Within fifteen (15) days after contract execution.
TASK B Solution Implementation	Subtask B-1 Data Conversion	Complete all required data conversion, backup process setup, and final configuration.	Within thirty (30) calendar days from the kickoff meeting, and the discovery activities are completed.
	Subtask B-2 Security Control	Remediation of critical and high-severity vulnerabilities of the security controls in the operational environment.	Prior to software release or within thirty (30) days of discovery activities.
	Subtask B-3 Testing and Validation Phase	Complete the testing and validation of the electronic bidding solution.	Within seven (7) to fourteen (14) calendar days from the configuration.
	Subtask B-4 Revisions	Perform revisions requested by PRDOH for issues outside the Scope of the PRDOH Standard Operating Procedures.	Until the system goes live, up to three (3) rounds of revisions.
	Subtask B-5 Implementation	Launch the electronic bidding solution.	Within ninety (90) calendar days from contract execution.

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Minimum Performance Requirements

CDBG-DRMIT-RFP-2023-09

Electronic Bidding Solutions

CDBG-DR and CDBG-MIT Programs

TASKS	SUBTASKS	DELIVERABLES	TIMEFRAME
TASK C Training		On-site or remote training.	Within seven (7) to fourteen (14) calendar days after testing and validation activities are completed.
		Additional training shall be made available via online videos and resources.	On an ongoing basis throughout the term of the Contract.
		Revised, modified, and/or updated documentation and training materials that reflect the enhancements/changes/modifications made to the solution.	On an ongoing basis throughout the term of the Contract.
TASK D Technical Support		Provide maintenance services for the implemented Bidding Solution.	Throughout the term of the Contract.
		Resolve all problems or disruptions in the services provided, excluding internet interruptions that arise with the electronic bidding solution.	Within five (5) business days .
		Provide weekly status reports via email regarding server configuration, troubleshooting, all required data conversion, backup process setup, training, and final system configuration validation.	Weekly, by the end of every week.

END OF THE DOCUMENTJCF
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INSURANCE REQUIREMENTS
Request for Proposals
Electronic Bidding Solution
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- A. The successful proposer, before the execution of the contract, must submit to the **Puerto Rico Department of Housing (*PRDOH)** the hereafter mentioned certificates of insurance policies and/or bonds including all endorsements and agreements required under the special contractual conditions, in form satisfactory to ***PRDOH**, as provided in detail in this Insurance Requirements as per the following:

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1. (X) State Insurance Fund Workers' Compensation Insurance Policy

In accordance with the Worker's Compensation Act No. 45, the successful bidder shall provide Worker's Compensation Insurance. The successful bidder shall furnish the ***PRDOH** the certificate from the State Insurance Fund Corporation (Spanish Acronym, CFSE).

2. (X) Commercial General Liability (Special Form) with LOC Classification that must including the following insurance limits and Coverages

COVERAGE	LIMIT
I. Commercial General Liability:	
• Each Occurrence	\$1,000,000
• General Aggregate	\$1,000,000
• Products & Complete Operations	\$1,000,000
• Personal Injury & Advertising	\$1,000,000
• Damage to the premises rented to you	\$100,000 (Any one Fire)
• Medical Expense	\$20,000 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee Each Accident	\$1,000,000 \$1,000,000
• Bodily Injury by Disease Each Employee Each Accident	\$1,000,000 \$1,000,000



INSURANCE REQUIREMENTS

Request for Proposals

Electronic Bidding Solution

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

LIMIT	
• Auto Liability -	\$1,000,000
• Physical Damages -	\$1,000,000
• Medical Payments -	\$ 10,000
The Commercial Auto cover must be applied to the following symbols:	
• Liability Coverage -1	
• Physical Damages – 2 and 8	
• Hired – Borrowed Auto – 8	
• Non-Owned Auto Liability – 9	

4. (X) Cyber Liability Including Data Breach

Limit - \$1,000,000

5. Technology Errors and Omission Including Data Breach

Limit - \$1,000,000

6. (X) Umbrella

Limit - \$1,000,000

7. (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



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B. TERMS AND CONDITIONS

1. All certified checks or bank drafts must be paid to the Order of the Bidding Agency.
2. All Bid Bonds must be issued by an Insurance Company authorized by the **Insurance Commissioner of Puerto Rico** and must be accompanied by the following documents:
 - a) Certificate of Authority in the name of the Insurer issued by the Insurance Commissioner.
 - b) Power of attorney, issued by the Insurer, in the name of its attorney-in-fact.
 - c) Power of Attorney License, issued by the Commissioner of Insurance of Puerto Rico pursuant to the power of attorney issued by said Insurer.
3. If, at the time the bidding documents are opened, any of the documents referred to in paragraphs a, b and c above are missing, this shall not constitute grounds for disqualifying the contractor, but the successful bidder shall submit such documents within two (2) working days from the date and time of the auction.
4. It is implicit that, by issuing the Bid Bond, the insurer undertakes to issue a Performance and Payment Bond in accordance with the conditions of the auction.
5. In any bidding or protest, the interested party shall be obliged to write down each risk with its individual cost of premium and shall then reflect the total sum of all insurance premiums as project costs.

C. 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.



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2. To be enjoying a good economic situation and classified under the Category of B+ by the **AM 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 endorsements 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.
11. The Contractor shall, throughout the performance of Work under the Contract and until the Final Acceptance of the Program, maintain current, and in effect all the required insurance, except the Builder's Risk, which shall terminate on the date of substantial completion.

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INSURANCE REQUIREMENTS

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12. Insurance coverage in the minimum limit amounts set forth herein shall not be construed to release the Contractor from liability in excess of such coverage limit. Contractor must give thirty (30) calendar days written notice to PRDOH before any policy coverage is change, canceled or not renewed and shall cause the insurance carrier to do the same.

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

The successful proposer, 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, prior to commencing work or receiving written notice to proceed with such work, the successful prime contractor has the responsibility to provide the ***PRDOH** with all the **certifications of insurance and/or bonds required** under the special conditions approved by the Insurance Section of the ***PRDOH**. All insurance policies shall remain in effect for the entire contractual period.

In case of 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 bond 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.

E. CONFLICT OR DIFFERENCE BETWEEN THE SPECIFICATIONS OF THE TENDERING, PROCEDURE AND SPECIAL INSURANCE CONDITIONS AND BONDS

In the event of any conflict or difference in the description of coverage or amount or limits, etc., with respect to insurance requirements, the **"Special Conditions of Insurance and Bonds"** as set forth in this **Insurance Requirements** shall prevail over any other insurance specifications.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

INSURANCE REQUIREMENTS

Request for Proposals

Electronic Bidding Solution

Community Development Block Grant – Disaster Recovery

Community Development Block Grant - Mitigation

Puerto Rico Department of Housing

CDBG-DRMIT-RFP-2023-09

*PRDOH reserves the right to modify any Insurance Requirements at any time, in accordance with the Program's needs.

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F. CERTIFICATE OF CONTRACT DIVISION

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

DESCRIPTION OF SERVICES

Electronic Bidding Solution

Community Development Block Grant – Disaster Recovery

Community Development Block Grant - Mitigation

Puerto Rico Department of Housing

CDBG-DRMIT-RFP-2023-09

January 11, 2024

Sonia Damaris Rodriguez
Insurance Specialist
CDBG-DR/MIT Program



ATTACHMENT F

HUD GENERAL PROVISIONS

Given that the Contract involves funds for which the U.S. Department of Housing and Urban Development (**HUD**) is the oversight agency, the following terms and conditions may apply to this Contract. 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/>.

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These terms and conditions must be included in their entirety by the CONTRACTOR in all purchase orders or subcontracts that are directly related to the Agreement, even though some of the terms and conditions might not apply to a particular kind of purchase order or subcontract.

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

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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.

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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.

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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 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.

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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 24 C.F.R. §578.95; 24 C.F.R. §570.489(g) and (h); and 24 C.F.R. §570.611, if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that the PRDOH is able to assess such actual or potential conflict. The CONTRACTOR shall provide the PRDOH any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by the PRDOH, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

15. SUBCONTRACTING

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

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

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by

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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. §§ 3701-3708) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

20. DAVIS-BACON ACT

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141, *et seq.*) 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.

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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.

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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

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of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- 6) The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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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 C.F.R. 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.

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- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Exec. Order No. 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 Exec. Order No. 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 Exec. Order No. 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.

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25. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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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)

CLEAN AIR ACT

- 1)---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.
- 2)---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.

- 3)--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.

WATER POLLUTION CONTROL ACT

- 1)--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.*

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- 2)--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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- 3)--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.

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *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 5 C.F.R. Part 919 Subpart E and 24 C.F.R. Part 58 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 24 C.F.R. Part 58, 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. § 7414) 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.

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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 of Lobbying Activities", 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)

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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 the 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 the 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 75 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 75 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 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 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 (46 U.S.C. § 5307) 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 76-252, 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.

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33. HEALTH AND SAFETY STANDARDS

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

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34. PERSONNEL

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

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35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any

proceeding under or relating to the labor standards applicable hereunder to his or her employer.

38. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

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

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

39. INTEREST OF CERTAIN FEDERAL OFFICERS

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

40. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above described project or any parcels therein or any other interest which would conflict in any manner or 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.

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42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

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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.

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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).

46. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and

equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

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47. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSH ACT)

The CONTRACTOR shall comply with the Occupational Safety and Health Act of 1970 (OSH Act) as supplemented by the Department of Labor regulations. This Act created the Occupational Safety and Health Administration (OSHA). OSHA sets and enforces protective standards of safety and health in the workplace. Under the OSH Act, employers have a responsibility to provide a safe workplace.

Employers must comply with the 29 CFR 1910 General Obligations Clause of the OSH Act. This clause requires employers to maintain their workplaces free from serious recognized hazards. This includes the adoption of safety and health guidelines and the subsequent training of the employer's workforce in these.

CONTRACTORS whose Scope of Work includes construction activities must comply with the General Clauses, and also with provisions of 29 CFR 1926 "Construction Health and Safety Regulations". It shall be a condition of any contract for construction, alteration and/or repair, including painting and decorating, that no contractor or subcontractor for any part of the contract work shall require any worker or mechanic employed in the performance of the contract to work in an environment or in unhealthy, hazardous or dangerous working conditions to their health or safety.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (**FFATA**), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal

entity that receives or administers Federal financial assistance in the form of grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements. Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

49. PROCUREMENT

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

50. CHANGE ORDERS TO CONTRACTS

Change orders are issued when the initial agreed-upon pricing or work to be completed requires modification. First, the CONTRACTOR must complete a Change Order Request Form. This form and supporting documentation must be delivered to the PRDOH for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change orders." The amount listed on the invoice must match the previously approved amount and must be cost-reasonable. The PRDOH is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

51. LANGUAGE ACCESS PLAN

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (**LEP**) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (**LAP**), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service

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involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

The Fair Housing and Equal Opportunity Language Access Plan for all CDBG-DR/MIT Programs states that Subrecipient Agreements will include requirements for the provisions of LEP and Limited Spanish Proficient (**LSP**) resources by subrecipients for all public participatory activities, including marketing, outreach, applications, vital document translations as well as monitoring requirements. Subrecipients and contractors have to comply with the following LEP/LSP requirements:

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- a. Provide Spanish translations for all outreach, marketing, application materials, and vital documents, and advertise the availability of language assistance services.
- b. Requirements will also be added for subrecipients, contractors, and other administering entities that interact with LEP/LSP individuals as part of the implementation of the CDBG-DR/MIT Programs to:
 - i. Develop and maintain operating procedures that address LEP/LSP assistance;
 - ii. Maintain inquiry and application logs that specify language of choice;
 - iii. Submit documentation to PRDOH supporting subrecipient efforts to further LEP access;
 - iv. Submit translated documentation to PRDOH for maintenance in PRDOH's project files; and
Require periodic monitoring by PRDOH for compliance with LEP/LSP requirements.

CDBG-DR/MIT subrecipients and contractors, as well as any other administering entities that interact with LEP/LSP individuals as part of the implementation of the programs, will be required to maintain inquiry and application logs that document the language preference of persons seeking to apply or participate in CDBG-DR/MIT funded activities.

52. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

53. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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 procuring only items designated in guidelines of the Environmental Protection Agency (**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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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END OF DOCUMENT



ATTACHMENT G

CONTRACTOR CERTIFICATION REQUIREMENT

ELITEBCO LLC

I. Contractor (or Subrecipient) Certification Requirement:

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1. The expected subcontractor(s) in connection with the contract¹ is (are) the following:

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NONE

2. Neither the Contractor (or subrecipient) nor any of its owners², partners, directors, officials, or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract³ to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
3. 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.
4. 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 the Contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. 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

¹ As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

² 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.

³ As used herein, the term "contract" is inclusive of any amendments, modifications, or extensions.

any public official or employee in connection with the procurement, negotiation, or execution of the contract, in contravention of applicable law.

6. In compliance with Executive Order No. 2021-029 and CC 013-2021, the Contractor certifies as of the date hereof, that it is in a contractual relationship with the following entities of the Government of Puerto Rico: **Cámara Representantes, Departamento de Hacienda, Instituto de Cultura Puertorriqueña, Oficina del Contralor, Oficina de Ética Gubernamental, Oficina del Inspector General, and Oficina de Servicios Legislativos.**⁴ The Contractor also certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the Contractor recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so, required by PRDOH.

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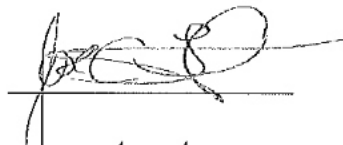
7. Any incorrect, incomplete, or false statement made by the contractor's (or subrecipient's) representative as part of this certification shall cause the nullity of the proposed contract and the contractor (or subrecipient) must reimburse immediately to the Commonwealth any amounts, payments or benefits 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: José C. Flores González

Position: Operations Manager

Signature: 
Date: 07/12/2024

⁴ The Contractor is required to disclose the names of the entities of the Government of Puerto Rico with whom it has contracts until the Agreement is signed.



GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

ATTACHMENT H NON-CONFLICT OF INTEREST CERTIFICATION

ELITEBCO LLC

The CONTRACTOR certifies that:

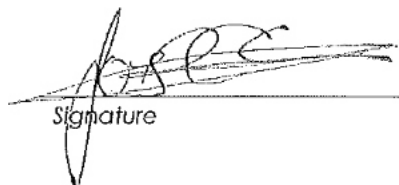
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1. No public servant of this executive agency has a pecuniary interest in this contract, subrecipient agreement, purchase, or commercial transaction.
2. No public servant of this executive agency has requested me or accepted from me, directly or indirectly, 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 his or her family unit, or for any other person, business, or entity, something 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.

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."


Signature

José C. Flores González
Printed Name

07/12/2024
Date

Operations Manager
Position