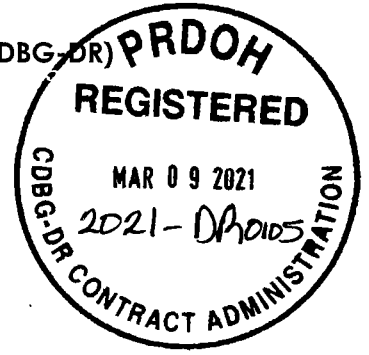




COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AGREEMENT FOR
INFORMATION TECHNOLOGY CONSULTING SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
GM SECTEC, CORP.



THIS AGREEMENT FOR INFORMATION TECHNOLOGY CONSULTING SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 9th of March , 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 *et seq.*, known as the Department of Housing Governing Act with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico, in his capacity as Secretary; and **GM SECTEC, CORP.** (hereinafter, the "CONTRACTOR"), with principal offices in 1590 Ponce de Leon Avenue, Suite 200, San Juan, Puerto Rico 00926, herein represented by Walter J. Cervoni Ruiz, in his capacity as Executive Vice President and Chief Technology & Innovation Officer (CTIO), of legal age, married, and resident of Guaynabo, Puerto Rico duly authorized by Resolution by the CONTRACTOR.

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

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

WHEREAS, on February 9, 2018, a Notice was published in the Federal Register, Vol. 83, No. 28 (83 FR 5844), that allocated \$1.5 billion for disaster recovery assistance to the Government of Puerto Rico.

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

WHEREAS, 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, 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

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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, the PRDOH is interested in contracting an information technology consulting firm to assist PRDOH with a broad range of IT professional services for the PRDOH as related to programs under the CBDG-DR grants. The firm will assist the PRDOH in the acquisition of timely, reliable, high quality IT Consultant Services to support the PRDOH's technology work environment. This firm will support PRDOH's objectives of ensuring compliance with all CDBG-DR, HUD and applicable federal and local requirements, rules and regulations, as well as in PRDOH's objectives of the Action Plan, as amended, and adequately coordinating and monitoring all CDBG-DR related activities.

WHEREAS, on April 30, 2020, the PRDOH issued the Request for Proposal "No. CBDG-DR-RFP-2019-04" with CDBG-DR funds. This request was placed through the CBDG-DR website. Afterwards, PRDOH requested Quotations or Proposals from qualified Proposers therein registered. Through this procurement process, PRDOH was able to reach twelve (12) qualified firms listed for their capacity to deliver qualified services.

WHEREAS, on July 8, 2020, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, GM Security Technologies, Inc. to perform the required services at a reasonable proposed cost to assist PRDOH in the Puerto Rico's recovery efforts according to the award criteria established in the RFP. (**Attachment A**)

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

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

I. TYPE OF CONTRACT

Contract Type: This is a fixed fee and hourly contract. Under this Agreement, CONTRACTOR shall submit monthly invoices to the PRDOH based on the Compensation Schedule (**Attachment D**) 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	Notice of Award
Attachment B	Proposal
Attachment C	Scope of Services
Attachment D	Compensation Schedule
Attachment E	Performance Requirements
Attachment F	Insurance Requirements (DV-OSPA-78-5)
Attachment G	HUD General Provisions
Attachment H	Contractor Certification Requirement

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All Attachments hereto are fully incorporated herewith such that the terms and conditions of the Attachments shall be as binding as any terms and conditions of this executed written Agreement. Should any inconsistency appear between the Attachments and this Agreement, the Agreement shall prevail.

II. TERM OF AGREEMENT

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- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **twelve (12) months**, ending in March, 8, 2022.
- B. **Contract Extensions:** PRDOH may, at its sole discretion, extend the Agreement's term for an additional term of **twenty four (24) months**, or expressed in days, **seven hundred and thirty (730) days** upon mutual written agreement of the parties.
- C. The term of this Agreement shall not exceed the lifetime of the initial Grant Agreement between PRDOH and HUD, unless the term of the initial Grant Agreement is extended by HUD, in which case the Agreement shall not exceed said extended period.

III. SCOPE OF SERVICES

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

IV. COMPENSATION AND PAYMENT

- A. The PRDOH agrees to pay the CONTRACTOR for allowable Services rendered under this Agreement in accordance with the rates and amounts described in **Attachment D** 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 **FIVE HUNDRED TWENTY THREE THOUSAND TWO HUNDRED DOLLARS (\$523,200.00)**; Account Number R01A01ADM-DOH-NA-4190-10-000.¹
- C. Such payment shall be compensation for all allowable services required, performed and accepted under this Agreement included in **Attachment D** and **Attachment E**.
- D. Any additional funds to complete the services requested by the PRDOH to the CONTRACTOR will be subject to evaluation before acceptance as well as funds availability and will require an amendment to this Agreement.
- E. The CONTRACTOR shall submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents, including but not limited to monthly reports, timesheets, invoice and photos

¹ The Cost Form (Attachment D) includes an allowance for additional services of ninety-six thousand dollars (\$96,000.00). Should said additional services be needed, the decision will be agreed upon by the parties through an amendment to the Agreement, prior to the issuance of a notice to proceed with the performance of such additional services.

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.

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- F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.
 - G. While providing the services under this Agreement, the CONTRACTOR must adhere to applicable requirements of the CDBG-DR grant. If the CONTRACTOR performs ineligible activities under the CDBG-DR grant or program, the CONTRACTOR cannot include them in the invoice for payment to the CONTRACTOR.
 - H. CONTRACTOR shall be liable to the PRDOH for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Agreement. CONTRACTOR shall reimburse such disallowed costs from funds other than those CONTRACTOR received under this Agreement.
 - I. The CONTRACTOR acknowledges and agrees to repay any CDBG-DR funds used for ineligible costs.
 - J. Extended overhead costs is an Ineligible cost under this Agreement and shall not be reimbursable.
 - 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

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- A. With the exception of the CONTRACTOR's working papers, the CONTRACTOR acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers, and other materials developed and prepared by the CONTRACTOR, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the CONTRACTOR shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the CONTRACTOR recognizes the PRDOH's right to request such documentation or computer program data. If the CONTRACTOR fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.
- B. Proof of expenditures incurred by the CONTRACTOR on behalf of PRDOH shall be made available to PRDOH. The CONTRACTOR agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills, and other information related to the CONTRACTOR account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations.

VIII. DOCUMENTATION AND RECORDERKEEPING

- A. **Records to be Maintained:** The CONTRACTOR shall maintain records of the state and units of general local government, including supporting documentation, which shall be retained for the greater of **five (5) years** from closeout of the grant to the state, or the period required by other local applicable laws and regulations. Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG-DR program regulations; Financial records as required by 24 C.F.R. § 570.502, and 2 C.F.R. part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of PRDOH's Federal award.
- B. **Access to Records:** The CONTRACTOR shall permit the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for the PRDOH to meet its audit requirements under the Federal award.
- C. **Record Retention and Transmission of Records to the PRDOH:** Prior to close out of this Agreement, the CONTRACTOR must transmit to the PRDOH records sufficient for the PRDOH to demonstrate that all costs under this Agreement met the requirements of the Federal award.
- D. **CONTRACTOR's Data and Privileged Information:** The CONTRACTOR is required to maintain confidential data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

- E. PII Policy:** The CONTRACTOR must comply with the PRDOH CDBG-DR Personal Identifiable Information Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov), which is herein included and made integral part of this Agreement, as it may be updated from time to time.

IX. ACCESS TO RECORDS

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

X. NON-DISCLOSURE AND CONFIDENTIALITY

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

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XI. PERFORMANCE WARRANTY

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

XII. TERMINATION

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

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- C. Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the CONTRACTOR unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the CONTRACTOR breach the Agreement by unilateral abandonment. For the purposes of this Section, Abandonment shall mean that CONTRACTOR voluntarily and intentionally disavows its contractual duties in a manner that is overt and without question a relinquishment of said contractual duties.
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- D. Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the CONTRACTOR a **thirty (30) day** notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
- E. Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the CONTRACTOR **five (5) days'** written notice of such suspension. Upon receipt of said notice the CONTRACTOR shall immediately discontinue all Services affected.
- F. Immediate Termination:** In the event the CONTRACTOR is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the CONTRACTOR shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the CONTRACTOR of this Agreement or the CONTRACTOR of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This Section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.
- G. Period of Transition:** Upon termination of this Agreement, and for **ninety (90) consecutive calendar days** thereafter (the Transition Period), CONTRACTOR agrees to make himself available to assist the PRDOH with the transition of services assigned to CONTRACTOR by the PRDOH. CONTRACTOR shall provide to the PRDOH the assistance reasonably requested to facilitate the orderly transfer of responsibility for performance of the Services to the PRDOH or a third party designated by the PRDOH. PRDOH reserves the right to provide for the execution of a Transition Services Agreement for the Transition Period. In such instance, the CONTRACTOR will be paid at a reasonable, agreed upon, hourly rate for any work performed for the PRDOH during the Transition Period. Moreover, during that Transition Period, all finished or

unfinished records (files, data, work product) connected with this Agreement will be turned over to PRDOH.

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

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1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and **Attachment E** and this Section. Refer to all required provisions set forth at 2 C.F.R. § 200.326 and 24 C.F.R. § 570.489(g), and the CDBG-DR Procurement Manual and Contract Requirements, Art. XII, Section 2(a.), as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.
 2. If the CONTRACTOR fails to comply with federal statutes, regulations or the terms and conditions of the Agreement, PRDOH may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180.
 - iv. Withhold further Federal awards for the project or program.
 - v. Take other remedies that may be legally available.

B. Liquidated damages

The CONTRACTOR shall pay to PRDOH, as liquidated damages, \$100.00 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1,500.00 established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachments C** and **Attachment E**. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the CONTRACTOR's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in this Contract or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of applying and calculating such liquidated damages, a grace period of **ten (10) days** shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the CONTRACTOR shall be liable to pay the difference.

XIV. LIABILITY

In no event, the PRDOH shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any person has been advised of the possibility of such damages. Third parties operating under this program, with their agency, will have their own general civil and criminal liability imposed by law towards the PRDOH, the CONTRACTOR and any citizen.

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

XV. INSURANCE

A. Required Coverage

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

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 F** and any other evidence PRDOH may request as to the policies' full force and effect.

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

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

B. Endorsements

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

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

The CONTRACTOR shall furnish to PRDOH, prior to commencement of the work, certificates of insurance from insurers with a rating by the A.M. Best Co. of B+ and five (5) or over on all policies, reflecting policies in force, and shall also provide certificates evidencing all renewals of such policies. Insurers shall retain an A.M. Best Co. rating of B+

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and five (5) or over on all policies throughout the term of this Agreement and all policy periods required herein. The insurance company must be authorized to do business in Puerto Rico and be in good standing.

C. Related Requirements

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

Renewal Certificates of Insurance or such similar evidence is to be received by the Contract Administration of the Legal Division and/or the Finance area of the CDBG-DR program prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the CONTRACTOR and will charge back all cost to the CONTRACTOR; (2) all payments due the CONTRACTOR will be held until the CONTRACTOR has complied with the Agreement; and/or (3) The CONTRACTOR will be assessed **Five Thousand Dollars (\$5,000.00) for every day of non-compliance.**

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for **thirty (30) days** written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

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

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

XVI. HOLD HARMLESS

The CONTRACTOR and its affiliates, its successors and assignees will indemnify the PRDOH from any damages and/or losses arising out of any breach of this Agreement by the CONTRACTOR or against personal injuries or property damage resulting from any act of negligence or omission by the CONTRACTOR and its affiliates in connection with this Agreement.

XVII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any *Force Majeure* including inclement weather, herein

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collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

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

XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

XIX. INDEPENDENT CONTRACTOR

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

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

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

XX. NOTICES

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

To: PRDOH

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

To: CONTRACTOR

Walter J. Cervoni Ruiz
Executive Vice President & CTIO
GM SECTEC, Corp.
PO Box 365051
San Juan, PR 00936

Carlos Díaz Vivó, Esq.
COO
GM SECTEC, Corp.
PO Box 365051
San Juan, PR 00936
cdiaz@gmholdings.com
787-522-2222 x.1312

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XXI. THIRD PARTIES

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

XXII. SUBCONTRACTS

A. General: All subcontracts shall contain the applicable provisions described in **Attachment F** (HUD General Provisions), as well as applicable provisions set forth in 2 C.F.R. § 200.101. The PRDOH shall review subcontracts as part of the compliance, monitoring, and oversight process performed by PRDOH or upon request.

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

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

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

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

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

XXIII. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

Given that the Agreement involves funds for which HUD is the oversight agency, the CONTRACTOR agrees to carry out its obligations under this Agreement in compliance with all the requirements described in **Attachment G** (HUD General Provisions), **Attachment H** (Contractor Certification Requirement) and the following provisions:

A. Compliance with Executive Order 24: Pursuant to Executive Order 24 of June 18, 1991, the CONTRACTOR certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last **five (5) years**. The CONTRACTOR further certifies that it has complied

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and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico.

- B. Compliance with Executive Order 52:** Pursuant to Executive Order 52 of August 28, 1992, amending EO-1991-24, the CONTRACTOR certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The CONTRACTOR accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every CONTRACTOR and subcontractor whose service the CONTRACTOR has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.
- C. Social Security and Income Tax Retentions:** The CONTRACTOR will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement.
- D. Government of Puerto Rico Municipal Tax Collection Center (CRIM, for its Spanish acronym):** The CONTRACTOR certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center. The CONTRACTOR further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The CONTRACTOR shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The CONTRACTOR will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the CONTRACTOR agrees to pay and/or to remain current with any repayment plan agreed to by the CONTRACTOR with the Government of Puerto Rico with regards to its property taxes.
- E. Income Tax Withholding:** The PRDOH shall retain the corresponding amount from all payments made to the CONTRACTOR, as required by the Puerto Rico Internal Revenue Code. The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The PRDOH will adjust such withholdings provided the CONTRACTOR produces satisfactory evidence of partial or total exemption from withholding.
- F. Compliance with Act No. 45 of April 18, 1935, as amended, 11 L.P.R.A. § 1, et seq.:** The CONTRACTOR certifies and guarantees that at the signing of this Agreement has valid insurance issued by the State Insurance Fund Corporation (CFSE, for its Spanish Acronym), as established by Act No. 45, *supra*, known as the "Puerto Rico Workers' Accident Compensation Act".

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G. Government of Puerto Rico's Agency for the Collection of Child Support (ASUME, for its Spanish acronym): The CONTRACTOR certifies and guarantees that at the signing of this Agreement that the CONTRACTOR nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration. The CONTRACTOR hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The CONTRACTOR shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The CONTRACTOR will be given a specific amount of time by PRDOH to deliver said documents.

H. Compliance with Act No. 168-2000, as amended, 8 L.P.R.A. § 711 , et seq.: The CONTRACTOR is in full compliance with Act No. 168-2000, as amended, known as "Act for the Improvement of Elderly Support of Puerto Rico."

I. Compliance with Act No. 1-2012, as amended, 3 L.P.R.A. § 1854, et seq.: The PRDOH and the CONTRACTOR hereby certify that in signing this Agreement they are in compliance with Act No. 1-2012, as amended, known as "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest.

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

K. Ethics. CONTRACTOR also acknowledges receipt of the Code of Ethics for Contractors, Suppliers of Goods and Services and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico Agencies known in Spanish as "*Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico*".

L. Non-Conviction. The CONTRACTOR certifies that it has not been convicted nor accused of a felony or misdemeanor against the government, public faith and function, or that involves public property or funds, either federal or local in origin. Furthermore, CONTRACTOR also certifies that:

1. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.

2. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
3. It declares under oath the above mentioned in conformity with what is established as in Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico, which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.
4. The CONTRACTOR represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor as described in this sub-section. Moreover, the CONTRACTOR agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor as described in this sub-section after the date of this Agreement. Said notice shall be made within **ten (10) days** from the time of the conviction.

M. Other payments or compensation: The CONTRACTOR certifies that it does not receive payment or compensation for regular services rendered as an official or public employee to another government entity, agency, public corporation or municipality, and knows the ethical standards of his profession and assumes responsibility for his actions.

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

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

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

XXV. MEMORANDUM NO. 2021-003; CIRCULAR LETTER 001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretaría de la Gobernación*). These

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services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.

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

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

XXVI. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

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

XXVII. CDBG-DR POLICIES AND PROCEDURES

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

XXVIII. SECTION 3 CLAUSE

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

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- G. The Contractor agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the PRDOH detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.
- H. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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XXIX.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.
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- 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.

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

- C.-When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.-The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E.--The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.--In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.-The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXXI.CLEAN AIR ACT

- A.-The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- B.--The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.

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

XXXII.SOLID WASTE DISPOSAL ACT

1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:

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

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

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3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:

- a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
- b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXIII.WATER POLLUTION CONTROL ACT

A.-The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*

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

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

XXXIV. DRUG FREE WORKPLACE

The CONTRACTOR should establish procedures and policies to promote a Drug-Free workplace. Further, the CONTRACTOR should notify all employees of its policy for maintaining a Drug-Free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the CONTRACTOR shall notify the

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PRDOH if any of its employees is convicted of a criminal drug offense in the workplace no later than **ten (10) days** after such conviction.

XXXV. SUSPENSION AND DEBARMENT

A. -This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B.--The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C.-This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D.-The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

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

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

XXXVIII. BANKRUPTCY

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

XXXIX. ENTIRE AGREEMENT

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

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XL. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives. Those amendments shall make specific reference to this Agreement, comply with programmatic policies, procedures, and guidelines. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

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

XLI. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of PRDOH and the CONTRACTOR, their successors and assigns.

The CONTRACTOR shall not assign this Agreement, in whole or in part, without the prior written consent of PRDOH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XLII. ASSIGNMENT OF RIGHTS

The rights of each party hereunder are personal to that party and may not be assigned or otherwise transferred to any other person, contractor, corporation, or other entity without the prior, express, and written consent of the other party.

XLIII. NON-WAIVER

The failure or delay of either party to insist upon the performance of and/or the compliance with any of the terms and conditions of this Agreement shall not be construed as a waiver of such terms and conditions or the right to enforce compliance with such terms and conditions.

XLIV. ORDER OF PRECEDENCE

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

XLV. GOVERNING LAW JURISDICTION

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The parties further agree to assert any claims or causes of action that may arise out of this Agreement in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.

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

A. Consolidation or Merger

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH moves for a consolidation or merger with another entity (private or public), by its discretion or otherwise, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days prior to the effective date** of the consolidation or merger. The notice shall include, but not limited to, a description of: the expected effective date of the consolidation or merger; name of each of the constituent entities moving to consolidate or merge into the single resulting or surviving entity; the proposed name of the resulting entity (in case of a consolidation) or the name of the surviving entity (in case of a merger) if necessary; reference to the projected capacity of the resulting or surviving entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement as well as its Exhibits or Attachments; and a brief summary of the proposed plan to achieve the transition of duties (Scope of 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. **No amendment to the Agreement will be necessary if the Subrecipient, Contractor, or Subcontractor becomes the surviving entity following a merger.**

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

B. Change of Name

In the event that the signing party (e.g. Subrecipient, Contractor, or Subcontractor) of the Agreement with the PRDOH initiates a change of name process, written notice of such decision or event shall be delivered to the PRDOH **at least fifteen (15) days** prior to the effective date of such event. The notice shall include, but not limited to, a description of: the expected effective date of the change of name; the proposed name; inform of any change of address; and reference of any change in the capacity of the entity to comply with the terms, conditions, obligations, tasks, services, and performance goals or requirements included in the Agreement, as well as its Exhibits or Attachments.

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

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

C. Dissolution

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

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XLVII. HEADINGS

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

XLVIII. FEDERAL FUNDING

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

XLIX. RECAPTURE OF FUNDS

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

L. OVERPAYMENT

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

LI. SEVERABILITY

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

LII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of whom shall be deemed to be an original, however, all of which together shall constitute one and the same instrument. If the Agreement is not executed by the PRDOH within **thirty (30) days** of execution by the other party, this Agreement shall be null and void.

LIII. SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture of CDBG-DR and/or state funds, overpayment of CDBG-DR and/or state funds; ownership and intellectual property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent CONTRACTOR relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger and

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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

GM SEC TEC, CORP

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William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Mar 9, 2021 14:21 AST)

Walter J. Cervoni
Walter J. Cervoni (Mar 1, 2021 16:17 AST)

William O. Rodríguez Rodríguez, Esq.,
Secretary

Walter J. Cervoni Ruiz
Executive Vice President & CTIO
DUNS No. 780454281

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Notice of Award
Request for Proposals
Information Technology Consulting Services
CDBG-DR-RFP-2019-04

December 23, 2020

Mr. Walter J. Cervoni
1590 Ave. Ponce de Leon STE 200
San Juan PR 00926

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Re: Request for Proposals No. CDBG-DR-RFP-2019-04
Information Technology Consulting Services

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Dear Mr. Cervoni,

The Bid Board of the Puerto Rico Department of Housing (the "Board") with quorum duly constituted, pursuant Article II, Section 1 (e) of the Regulation No. 9075 of February 21, 2019, on the Procurement Manual and Contractual Requirements for CDBG-DR (Regulation 9075), upon evaluation of the recommendation issued by the CDBG-DR Procurement Division regarding the process for the Information Technology Consulting Services under Request for Proposal No. CDBG-DR-RFP-2019-04 (the RFP-2019-04), including the Evaluation Committee Report dated November 30, 2020, decided to award the RFP-2019-04 to GM Security Technologies, a responsive and responsible Proposer whose Proposal is the most advantageous to the Puerto Rico Department of Housing (PRDOH), in terms of price, qualifications and work approach set forth in the RFP-2019-04. This award would result in the execution of an agreement for a maximum amount that shall not exceed \$523,200.00 and a 1-year contract term with an optional extension for up to 2 years. (Exhibit I)

On July 8, 2020, GM Security Technologies, submitted a Proposal in response to the the RFP. The following entities also submitted proposals:

Table 1: Proposals Submission Register

Submission Order	Proposer Name	Date of Delivery	Time of Delivery
1	Kastech Solution LLC	July 8, 2020	10:09 AM
2	Intervoice Communication of PR Inc	July 8, 2020	11:32 AM
3	RSM PR	July 8, 2020	11:46 AM
4	CGI Technologies and Solutions Inc	July 8, 2020	1:00 PM
5	PDF Corporation	July 8, 2020	1:04 PM
6	Vichara Technologies Inc	July 8, 2020	1:43 PM

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



7	GM Security technologies	July 8, 2020	2:21 PM
8	FCC Consulting Services LLC	July 8, 2020	2:29 PM
9	BMA Group	July 8, 2020	2:44 PM
10	Information Technology Developers Group Inc	July 8, 2020	3:05 PM
11	Innovative Emergency Management Inc	July 8, 2020	3:20 PM
12	Knowledge Power Group Inc	July 8, 2020	3:51 PM

The Proposals were evaluated by an Evaluation Committee appointed by virtue of Administrative Order No. 20-16 dated June 15, 2020. During the evaluation, the members of the Evaluation Committee considered requirements set forth in Sections 5 and 6 of the RFP. The initial evaluation encompassed the mandatory requirements stated in Section 6.1 of the RFP. Those Proposers that fulfill the Mandatory Requirements were evaluated for qualifications and work approach requirement as established in Section 6.2 and 6.3 of the RFP. After completing this stage of the evaluation process, the Evaluation Committee determined whose Proposers obtained or surpassed 70 points in the evaluation of the qualifications and work approach requirements. Once the technical evaluation of the Proposals were completed, the Evaluation Committee recommend the Qualified Proposer with the Proposal, conforming to this RFP, obtained the highest best value.

A summary of the evaluation of the Proposals, including results for mandatory requirements evaluation, qualifications, work approach and the total Proposal score is included in Table 2.

Table 2: Proposals Evaluation Summary for Planning Program Management Services

Proposer	Mandatory Requirements	Qualification Requirements Points	Work Approach	Over. Tech	Sect. 3 plan	Qualified	Overall Prop cost	Cost Proposal Points	Total Points
BMA	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CGI	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
FCC Consulting Services	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GM Security Technologies	Pass	54.50	31.22	90.72	5.00	Yes	\$523,200	26.67	117.39
Information Technologies Developer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Innovative Emergency Management	Pass	56.67	37.00	93.67	0.00	Yes	\$635,040	21.97	115.64
Intervoice Communication of PR	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Kastech Solutions	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Proposer	Mandatory Requirements	Qualification Requirements Points	Work Approach	Over. Tech	Sect. 3 plan	Qualified	Overall Prop cost	Cost Proposal Points	Total Points
Knowledge Power Group	Pass	50.67	20.52	71.19	0.00	Yes	\$543,000	25.70	96.89
PDF Corp.	Pass	55.17	14.03	74.20	5.00	Yes	\$398,640	35.00	109.20
RSM Puerto Rico	Pass	46.42	15.26	61.68	0.00	No	N/A	N/A	N/A
Vichara Technology	Fail	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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After the evaluation of all qualified proposers and comparing their scores, GM Security Technologies achieved the highest total Proposal score of 117.39 points and therefore considered the best value proposal for Information Technology consulting services.

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

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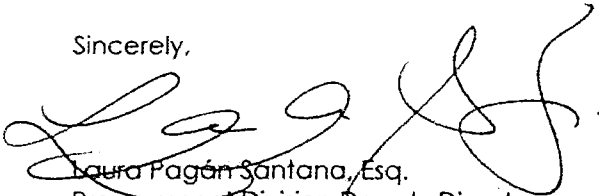
Any person, party or entity that considers itself having been adversely affected by an award determination of the Bid Board made under the provisions of the Regulation 9075, may file a petition for reconsideration with the Bid Review Board (Request for Reconsideration) within 20 days from the date on which a copy of the Award Notice was duly notified in accordance with Section 3.19 of Act 38-2017, Uniform Administrative Procedures Act of the Government of Puerto Rico. Simultaneously, with the filing of the Request for Reconsideration, said person, party or entity shall submit a copy of the Request for Resonsideration to all the parties in the process and to the Puerto Rico Department of Housing (PRDOH). Alternatively, a petition for review may be filed before the Court of Appeals of Puerto Rico.

The Bid Review Board shall consider the motion for reconsideration within thirty (30) calendar days from the date of filing thereof, which term the Review Board may extend once for just cause for an additional period of fifteen (15) calendar days. If the Review Board issues a decision on the motion for reconsideration, the term to file a request for judicial review before the Court of Appeals will begin as of the date of deposit of a copy of the corresponding notice with the U.S. Postal Service. If the Review Board does not issue a decision on the motion for reconsideration within the term allowed by law, the motion will be deemed denied as of right, and the term to file a request for judicial review will begin to run as of the date thereof, as provided in Section 3.19 of Act 38-2017.

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

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

Sincerely,



Laura Pagan Santana, Esq.
Procurement Division Deputy Director
CDBG-DR

cc:

Mrs. Adalgisa Polanco Reyes
Secretary, Bid Board

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

Receipt Number:

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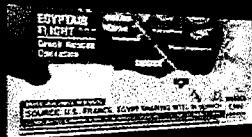
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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

SEP 23 2020
SAN JUAN PR 00938

Send To: *Walter C. Carrion*
Street, Apt. No.,
or PO Box No. *1590 Av. Ponce de Leon STE 200*
City, State, ZIP+4® *San Juan PR 00926-2702*

PS Form 3800, June 2002 See Reverse for Instructions

Attachment B



GM Security Technologies

Walter J. Cervoni

(787) 620-5260

walter.cervoni@gmsectec.com

July 8, 2020

Information Technology Consulting Services Under CDBG-

DR CDBG-DR-RFP-2019-04

Exhibit A-2 Qualifications and Work Approach Proposal

Attn. William G. Ríos Maldonado, Esq.

Procurement Director

CDBG-DR



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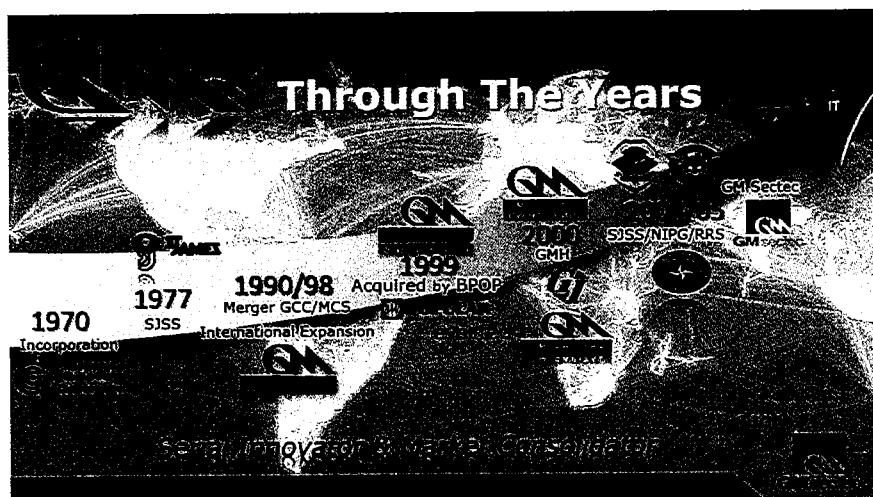
TAB I
Brief History of the Firm



Company Profile

With more than 50 years of continuous operation in Information Technology and Security Services, GM Sectec leads the way, as the largest and most financially robust provider of Information Technology and Security Solutions in the Latin American-Caribbean Region, with a Global Presence.

We provide a unique combination of Vanguard Security Technologies, Consulting Expertise, Optimization tools, Operations and Business Continuity Experience and Process Improvement Orchestration, which we offer our Customers in a converged IT and security solution.



With the acquisition of 1stSecureIT, one of the most important PCI-QSA companies in the Latin American region, GM Sectec significantly complemented its portfolio of products and services in the area of information security, digital risk management and compliance, positioning itself as the leading and fastest growing provider in security and technology in Latin America and the Caribbean.

Our international expansion continues in leaps and bounds, including new markets in Latin America and the Caribbean, with presence in Mexico, Panama, Brazil, Colombia, Chile, USA, Spain, and Australia.

Today our company has unmatched economic strength, with more than 3,500 employees and combined revenues of more than \$100 million per year. Our financial and operational discipline, in addition to our ability to incorporate cost-effective technological innovations that enable us to provide solutions and



services on time and the proposed cost, has been key to our trajectory, which for more than five decades has allowed us to adapt to serve our clients uniquely.

Corporate Pedigree

Years of Experience:	> 50
Collective Assets in excess of:	> \$100M
Human Capital Resources dedicated to security:	> 3000
Human Capital Resources in Managed Security Services:	> 100
Diversification & Segmentation across Industries:	Multiple
Client Retention in excess of:	> 20 years
Proven Experience in Systems Integration:	> 25 years

- The only security company in the Caribbean & Latin America; UL, TMA, PCI QSA, PCI ASV & FIRST accredited. -




GM Sectec headquartered in San Juan, Puerto Rico, has offices in the USA, Mexico, Panama, Brazil, Colombia, Spain, Australia and Chile. We work with more than 50,000 customers in more than 50 countries.



GM Security Technologies in the Government Scenario

The implementation of a comprehensive and integrated information system can make a world of difference in the operation and capacities of an entity. The key to a successful implementation is a combination of proven software with the capabilities such as were requested in the Request for Proposals for Information Technology Consulting Services Under The Community Development Block Grant Disaster Recovery CDBG-DR-RFP-2019-04 together with a company that has proven experience in the implementation of many government Information Systems projects.

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GM Security Technologies (GM Sectec) understands that it is critical for the Puerto Rico

Department of Housing to establish a strong management and control system for the funds assigned to comply with both the federal and local government policies.

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Information Technology Systems exist for practically all the needs that can be required both in government and the private sector with varying degrees of functionality, and each client can request what they understand are the key requirements. Even with this very wide availability and capability of solutions, there are scores of stories about IT projects, both in government and in the private sector, that were never completed or that were significantly over budget or over time. The key variable for these failures in most situations, assuming that the requirements were properly studied, is not the software or hardware itself, but the lack of experience or commitment of the implementation contractor.

In Puerto Rico, this situation is particularly true. The level of dedication and support needed for success is significantly above what is required in most U.S. jurisdictions, and most U.S. companies do not understand or budget for this difference. GM Security Technologies (GM Sectec), being a local company with Puerto Rican staff that has over 50 years of experience in the successful implementation of government IT solutions, has proven many times that it clearly understands what is required to be successful, and at the same time, has the commitment and financials to stay the course until the goal is attained.

Change can be an exciting opportunity to gain efficiencies but requires careful planning and coordination to optimize the benefits. The adoption of a fully automated IT system, a specific application, a new procedure or a simple piece of hardware is a challenge for any organization, and thus we base our

processes on the Project Management Institute recommendations. Also, restructuring any system is a task that requires accurate data, clear goals, a work plan that assigns responsibilities to each team member and, above all, a broad view of what is to be achieved and the steps to achieve it. Project management is the key for this achievement, as is presented in our proposal. Of critical importance is the element of communication and cooperation with the subject matter experts (SME's) of the organization. Implementation of a system is part art and part science and the human component can in many ways be the most important and variable. Our proven track record shows that GM Sectec can harmonize all these items in an effective way. Among the concepts to keep in mind are:

- Stable and particularly reliable data center operating environment that has been used by many federal and local agencies successfully.
- Proven experience converting "As Is" operating environments into new formats, reducing the learning curve.
- Demonstrated expertise in systems transition from manual systems to fully automated, including especially consulting, help desk operations and particularly ongoing training support without which no system implementation can be effective.
- Economic solvency which allows the PRDOH the assurance that its project will reach a successful conclusion without financial situations that may affect the normal development of the project activities.
- Local presence and immersion in the culture, we are all Puerto Rican based.
- Experience in dealing with federal agencies and local agency's needs.

The same culture and infrastructure that has supported all our federal program customers for more than 30 years and supports our three IT Processing and Incident Monitoring Centers, will be available 24 hour a day, seven days a week, 365 days a year to support the PRDOH projects under the CDBG funding.

The redundancy in our infrastructure and telecommunications, as well as the level of security and other similar characteristics, are well known to our clients, as an example we detail our response during Hurricane María. No other local entity can match the quality of our infrastructure. This approach and experience will reduce risk and cost associated with the startup and continued operation in any datacenter, be it on customer location, on the cloud or on our premises.

Puerto Rico has singularities that distinguish it from other geographies. Although it shares many characteristics of other programs nationwide, it has special situations such as the infrastructure, business

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culture, provider management and the almost exclusive use of the Spanish language by staff, vendors and participants. Our team has extensive, relevant experience of how this difference can affect the processes that must be embedded to the new system environments for PRDOH to maintain programs compliance. This is due the fact that GMST has participated in all phases of the conceptualization, analysis, design, implementation and support of similar processes. This experience will be invaluable to the achievement of a smooth transition to a new technology while maintaining the compliance to these requirements, which is so critical to the Program.

There is no substitute for having clear, continuous communication where the users can express their concerns and questions. **Having staff that speaks “Puerto Rican Spanish” and understands the culture makes a difference that cannot be overestimated.** Our team has proven that they can implement change and install IT systems in the largest and most complicated government agencies. Just as one example, our team implemented the Electronic Benefits Transfer (EBT) system for Puerto Rico, a project at involved training over 1,000 people at the Department of the Family as well as over 700,000 users, most of which had never used a computer or made an electronic transaction at a POS or ATM. This is just one example of a large, complicated project that went in on time and on budget.

The GMST team has been involved with WIC for almost 30 years and currently provides IT services, like those required in this RFP, for the Puerto Rico WIC Program, which is a closely related to the management of Federal Funding’s and requirements in the Community Development Block Grant.

As an example, our team is responsible for the support of the totality of the PR WIC MIS, including software, hardware, Help Desk and consulting support, among other functions. As part of this project, GMST developed and supports a portal to provide service to approximately 700 vendors throughout Puerto Rico supporting their point of sales operations, daily redemptions and processing of over 800,000 transactions per month. **This system has processed the daily redemptions from participants and vendors (over 800,000 transactions per month) for over 7 years with 100% reliability, without even an hour of down time, a record that no other entity in Puerto Rico can claim.**

One example of GM Sectec’s customer support services levels occurred during Hurricane María emergency last September of 2017. To satisfy young children’s nutritional needs, GMST provided special business continuity services to Puerto Rico WIC Program when over 70 PR WIC staff relocated to our facilities and all databases and processes were consolidated and operated from our site. This assistance was critical to sustain PR WIC’s ability to provide benefits to families that had been displaced by the

hurricane when many other government and private datacenters and telecom facilities were not operational.

To some corporations in the U.S., the implementation of the new system in Puerto Rico may be just another task; to our team it is THE task. GM Sectec is committed to serving in Puerto Rico as a strategic offering and we select our team accordingly, the commitment is to an operational solution that works in the customer environment. **No other team will provide the focus and commitment to success that our team will.**

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TAB II
Organizational Chart

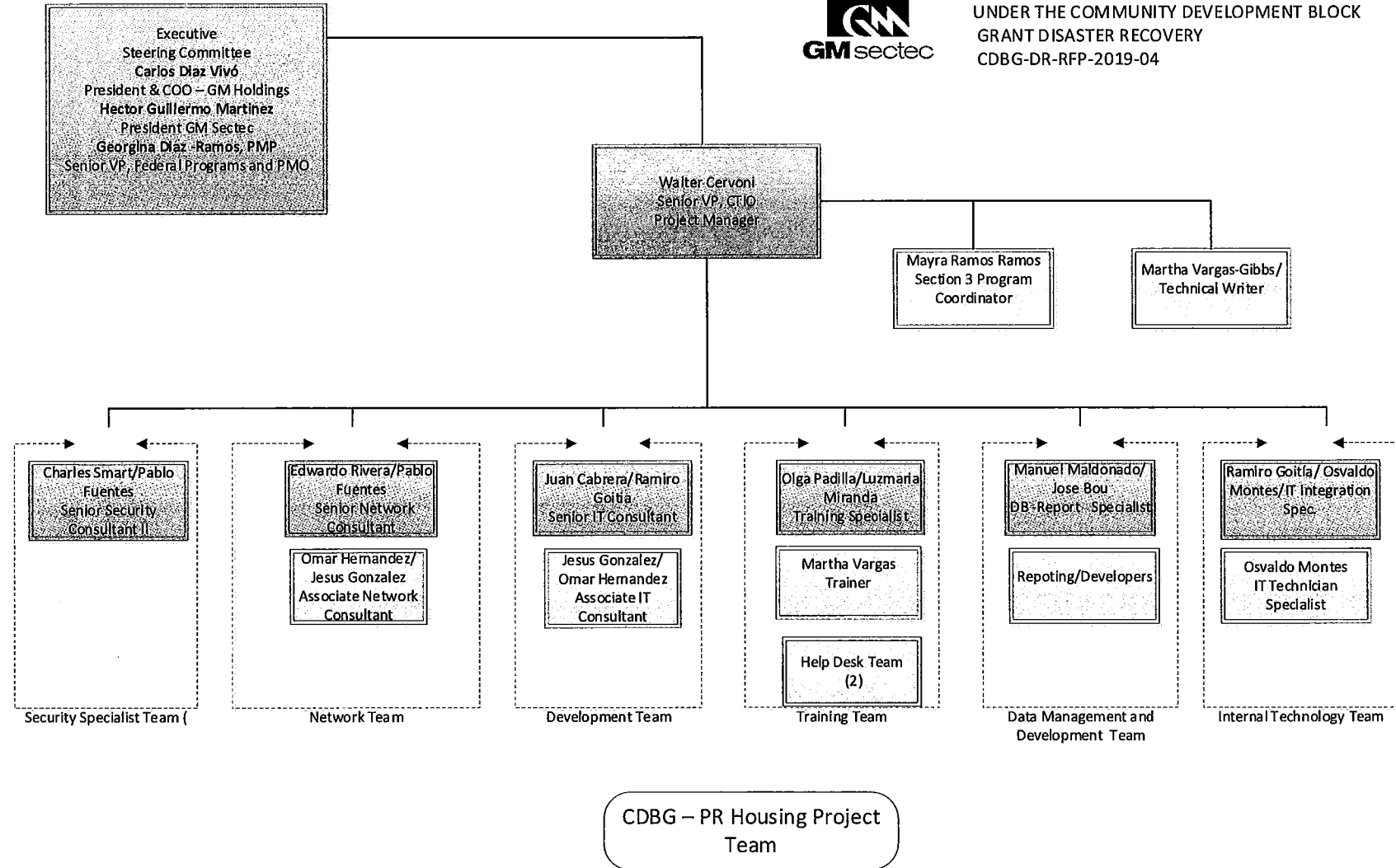




Proposed Organization Chart for
INFORMATION TECHNOLOGY CONSULTING SERVICES
UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY
CDBG-DR-RFP-2019-04

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ATTACHMENT 1
SCOPE OF SERVICES
Request for Proposals
Information Technology Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
CDBG-DR-RFP-2019-04

1. Introduction and Overview

The Puerto Rico Department of Housing (hereinafter PRDOH) is issuing this Request for Proposal (RFP) to procure Information Technology (IT) Consultants capable of providing a broad range of IT professional services for the PRDOH.

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

2. CDBG-DR Programs

PRDOH currently administers twenty-eight (28) programs funded under the CDBG-DR Program (collectively CDBG-DR Programs), as follows:

- Home Repair, Reconstruction or Relocation Program
- Title Clearance Program
- Social Interest Housing Program
- Housing Counseling Program
- CDBG-DR Gap to Low Income Housing Tax Credits Program (LIHTC)
- Rental Assistance Program
- Community Energy and Water Resilience Installations Program
- Multi-Family Reconstruction, Repair, and Resilience Program
- Homebuyer Assistance Program
- Planning Coordination Program
- Municipal Recovery Planning Program
- Whole Community Resilience Planning Program
- Agency Planning Initiatives Program (GIS, Planning Integration)
- Economic Recovery Planning Program
- Home Resilience Innovation Competition Program
- Construction and Commercial Revolving Loan Program
- Small Business Financing
- Small Business Incubators and Accelerators
- Workforce Training Program
- Tourism and Business Marketing Program
- [Strategic Projects and Commercial Development Program
- Economic Development Investment Portfolio for Growth Program
- Re-Grow PR Urban and Rural Agriculture Program

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- Non-Federal Match Program
- Critical Infrastructure Resilience Program
- Community Resilience Centers Program
- City Revitalization Program
- Puerto Rico by Design Program

A detailed description of all CDBG-DR Programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018, as amended by the Substantial Amendment to the Action Plan as approved by HUD on February 28, 2019. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan/.

3. Staff, Services and Tasks

This section defines the IT Consulting Services and related services tasks that the Proposer must perform in order to support PRDOH in the administration of the CDBG-DR Programs. The Selected Proposer will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract. The Scope of Services presented is based upon circumstances existing at the time the RFP is released. 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 contemplated contract. The PRDOH reserves the right to retain some of these tasks internally. The scope of the consultant's involvement includes:

- To guide the PRDOH through an assessment of the current state of the IT environment, including current capability, capacity, and resources for all divisions and areas within the PRDOH CDBG-DR team. The assessment will be focused on the products and services provided by the PRDOH.
- To identify the gaps where the current IT environment is insufficient to meet the computing needs of the PRDOH.
- To highlight the opportunities and constraints imposed on the IT planning process by the culture and environment at the PRDOH.
- To recommend an IT Strategy Plan to meet the current and future needs of the PRDOH.
- Provide Telecommuting assistance.
- Develop recommendations for an ongoing long-range planning and communications process to meet the IT needs for the PRDOH.
- Recommend technological solutions to achieve strategic objectives and optimal communications between all divisions of the PRDOH.

3.1. Staff Requirements

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under the IT Consulting Services contract. PRDOH expects the Selected Proposer to provide competent and fully qualified staff that are authorized or permitted under federal, state and local law to perform the scope of services under this contract. The PRDOH reserves the right to request the removal of any staff not performing to standard. No personnel may be assigned to the resulting contract without the written consent of the PRDOH.

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3.1.1. Staff Experience and Qualifications

The Proposer shall provide detailed information about the experience and qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned, including degrees, certifications, licenses and years of relevant experience. Proposer shall specifically identify people currently employed by the Proposer who will serve in key roles. This includes the Proposer's own staff and staff from any subcontractors to be used. The Proposer should demonstrate that its staff (and/or subcontractor's staff) meet the desirable requirements listed below and have necessary experience and knowledge to successfully implement and perform the tasks and services.

3.1.2. Organizational and Staffing Plan

Proposer shall submit to the PRDOH an initial organizational chart detailing the identity of each person (whether employed by Proposer or a subcontractor) who shall perform any IT Consulting services required or worked on the CDBG-DR Programs. The Proposer's organization and staffing plan shall specifically include the required number of personnel, role and responsibilities of each person on the project, name of the resource or subcontractor, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Proposer should demonstrate their ability to adequately staff and scale each functional area to maintain agreed upon service levels throughout the life of the Program. Only those key positions as identified in the RFP will be required a résumé or professional information.

The following represents the general tasks and requirements for the key staff and other fully qualified staff for the services:

Project Manager

- Acts as a primary contact between the Proposer and the PRDOH for program activities, leading technology review sessions with PRDOH to discuss schedule and technical performance.
- Responsible for the management, coordination and completion of information technology projects.
- Develops and manages detailed project management plans, schedules, and status reports to oversee all aspects of projects.
- Builds and maintains working relationships with PRDOH, and other departments involved in the projects, provides technical guidance, and innovative solutions.
- Conducts team meetings.
- Responsible for tracking all projects and provide guidance in the project analysis.
- Ensures adherence to quality standards and reviews all projects and their deliverables.
- Identify and resolve operational problems using defined processes, expertise and judgment.
- The candidate for the Project Manager position may also execute any other position requested in this Scope of Services, as of IT Consultant, Integration or Training Specialist, as long as the candidate meets the requirements of the position.

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Requirements:

- Bachelor's degree in Business Management, Computer Science, Engineering, or related field.
- At least five (5) years of experience in project management with progressively increased levels of responsibility leading a complex project or a portfolio of projects.
- Manage communications (speak, read and write) in Spanish and English languages.

Senior Network Consultant

- Oversee the network security, system configuration, future system installations and enforcement of system/network standards.
- Implement new network solutions that improve performance and the resilience of the current environment.
- Oversee the monitoring practices of network performance, troubleshooting of network problems and outages, system upgrades, and optimization activities.
- Oversee the administration of firewall environments, fault investigations and overall security of the network.
- Design and document the network model, test plans, and architectural infrastructure.
- Develop technology roadmap and overall infrastructure strategy.
- Manages vendors and the purchase, installation and support of network communications, including LAN/WAN systems.
- Oversees network equipment installations, operations, maintenance activities, configuration, troubleshooting activities, and repairs to the IT network devices, circuits, cables, routers, switches, components, software, and end-user devices, components, software and connectivity.
- Provides support during implementation of system integrations, designs, testing, and technical and functional documentation.
- Researches, analyzes, and modifies networking systems or software application systems including encoding, testing, debugging, and installing.
- Work with the PRDOH to develop and improve existing network performance, security and optimization methods based on PRDOH's identified needs.
- Identify, recommend and develop methods, tools and metrics for PRDOH process and operational support.
- Identify networking priorities and advises PRDOH on options.

Requirements:

- Bachelor's degree Computer Science, Computer Engineering, Information Technology or related field.
- At least seven (7) years of technical experience providing internal/external consulting services in networking and systems issues.
- CCNP or CCNA certified prior experience with cloud environments and server management, prior experience with network monitoring and security products.
- Manage communications (speak, read and write) in Spanish and English languages.

Associate Network Consultant

- Responsible for understanding all aspects of processing technologies such as: desktops, servers, PDAs, handheld computers and other such devices, disk storage systems, networking hardware and software systems.

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- Analyzes business and technical requirements to design networking solutions that integrate all technical products and services end to end.
- Can troubleshoot complex configurations for root cause analysis, recommend technical and operational solutions, perform capacity planning for network systems, and performance tuning.
- Ensures hardware/software compatibility.
- Maintains workstations and server systems focusing on operating systems and networks.

Requirements:

- Bachelor's degree in Computer Science or a related field and two (2) years of technical experience is required. In lieu of a Bachelor's degree, an Associate Degree and four (4) years of technical experience in networking and systems issues, projects and/or solutions and is acceptable.
- Manage communications (speak, read and write) in Spanish and English languages.

Senior IT Consultant

- Provides management and technical direction to one or multiple IT-based projects from complex system engineering, software development, system support, analytics applications, complex databases and/or technology infrastructure projects.
- Supports case analysis and identification of alternative solutions and resulting impacts.
- Detailed migration planning and trade-off analysis.
- Software installation and configuration for multiple functional modules of enterprise software.
- Design and develop load-balancing processes to eliminate down time for backup processes.
- Design, develop and document technical system architectures.
- Develop technical architectural strategies at the modeling, design and implementation stages to address PRDOH or the CDBG-DR Programs' requirements.
- Collaborate with system architects, software architects, design analysts, and others to understand business or industry requirements.

Requirements:

- Bachelor's degree Computer Science, Computer Engineering, Information Technology or related field.
- At least seven (7) years of technical experience providing internal/external consulting services to management and technical staff in solving complex information, designs information technology, business processes, and systems issues.
- Manage communications (speak, read and write) in Spanish and English languages.

Associate IT Consultant

- Evaluates system specifications.
- Installs enterprise IT systems.
- Configures systems and establishes standards.
- Provides maintenance of IT systems.

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- Manage IT system infrastructure and any processes related to these systems.
- Provide support to IT systems including: day-to-day operations, monitoring and problem resolution.
- Develop user help and technical support documentation.
- Communicate usability issues regarding product interface.

Requirements:

- Bachelor's degree in Computer Science or a related field and two (2) years of technical experience is required. In lieu of a Bachelor's degree, an Associate Degree and four (4) years of technical experience in activities related with IT systems, IT based projects and/or IT solutions and is acceptable.
- Manage communications (speak, read and write) in Spanish and English languages.

Senior Security Consultant

- Provides supports and manages the PRDOH security devices.
- Oversees configuration, performance, validates secure complex systems, and tests security products and systems to detect security weaknesses.
- Oversees the assessment, design, implementation, of integrated security system solutions that ensure proprietary and confidential data and systems are protected.
- Provide expertise on a broad range of Cyber Security standards and best practices offering strategic and tactical guidance for projects.
- Provide expertise on incident analysis, root cause analysis and problem resolution.
- Create and maintain security documents (policies, standards, secure configuration baselines, guidelines and standard operating procedures).
- Conduct research into IT security issues and products as required and make recommendations.
- Maintain current knowledge of information security trends, threats and responses.

Requirements:

- Bachelor's degree Computer Science, Computer Engineering, Information Technology or related field.
- At least five (5) years of experience in data security, application/system security, and/or cyber security.
- Manage communications (speak, read and write) in Spanish and English languages.

IT Integration Specialist

- Implement and oversee the overall integration of all systems components within a predefined environment.
- Participates in all phases of system development with emphasis on evaluation and integration.
- Integrates equipment and multimedia delivery systems, design and code.
- Install, and maintain appropriate system's software programs, tailor vendor supplied software, perform systems regenerations, ensure maintenance of software systems and provide IT support.
- Must keep records of all updates, issues, and repairs and be able to develop custom reports.

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- Supports implementation of testing tools and software as well as maintain and administer a centralized information management system to include software updates, data migration, workflow control, user interfaces, and access methods.

Requirements:

- Bachelor's degree in Computer Science, Management Information Systems or a related field is required. In lieu of a Bachelor's degree, an Associate Degree and four (4) years of related technical experience in activities associated with database access methods is acceptable.
- Manage communications (speak, read and write) in Spanish and English languages.

Technical Writer

- Provides technical writing assistance in support of the development of documentation such as User Guides, Concept of Operations, Procedures and other project related documentation.
- Writes a variety of technical articles, reports, brochures, and/or manuals for documentation.
- Technical knowledge, abilities, and strong writing skills required to format publications to include writing, illustration, interpretations, and depth of coverage.
- In-depth information technology experience with word processing, presentation, spreadsheet, and database software.
- Working knowledge of software programs, Web applications, and hosted applications, including the Windows operating system, Microsoft Office software, eLearning, desktop publishing, HTML and CSS, graphics and screen capture programs.

Requirements:

- Associate Degree in an Information Systems or related field and two (2) years of experience is required. In lieu of an Associate Degree, four (4) years of experience in document management and technical editing for a program/project of similar complexity.
- Manage communications (speak, read and write) in Spanish and English languages.

Training Specialist

- Serves as instructor in delivering training and development programs for IT systems, processes and technologies.
- Conducts research necessary to develop, revise, or select training and development courses.
- Develops instructor materials, training catalogs, course outlines, background material, and training and development aids.
- Develops course manuals, workbooks, handouts, completion certificates, and course evaluation forms.
- Conducts formal courses, workshops, seminars, and computer-based training.
- May formulate and provide overall direction for training and development activities within a program.
- Coordinates for additional functional analysts to participate in training as needed.

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Requirements:

- Associate degree in Computer Science, Information Technology, Information Systems, and Business Administration or related field and two (2) years of technical experience is required. In lieu of an Associate Degree, four (4) years of experience in the delivery of training instruction and services.
- Manage communications (speak, read and write) in Spanish and English languages.

Database and Reporting Specialist

- Performs activities associated with database access methods.
- Performs analysis and quality control to produce data products.
- Demonstrates knowledge and experience in all functions of database administration.
- Participates in activities related to the administration of computerized databases in conjunction with other managers.
- Designs, creates, and maintains databases in the PRDOH/CDBG-DR server environment.
- Conducts quality control and auditing of databases in the PRDOH/CDBG-DR server environment to ensure accurate and appropriate use of data.
- Advises users on access to various PRDOH/CDBG-DR databases.
- Applies knowledge and experience with database technologies, development methodologies, and programming languages.
- Secures database by preparing access and control policies and procedures; implementing disaster recovery procedures.
- Assesses database performance by developing a protocol for measurement of results and identification of problem areas.
- Supports database performance by monitoring database performance; evaluating and resolving processing and programming problems; designing database management tools; answering user questions.

Requirements:

- A Bachelor's degree in Computer Science, Computer Information Systems or a related field is required. In lieu of a Bachelor's degree, an Associate degree and four (4) years of related technical experience in activities associated with database access methods is acceptable. Certificates: CompTIA A+
- Must manage communications (speak, read and write) in Spanish and English languages.

IT Technicians/Specialists

- Monitors and responds to complex technical, hardware, software, and network problems with a variety of hardware and software testing tools and techniques depending on the necessity.
- Provides the day-to-day technical support services necessary to the operation, maintenance, modification and enhancements of a system.
- Provides support in computer operations, moving and installing equipment, computer cabling, data entry and verification, media duplication, document control and software installation.
- Conducts and documents user acceptance testing for new development activities.
- Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals.

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- May upgrade or replace hardware and software systems.
- Supports and maintains user account information including rights, and systems groups.
- Provides maintenance, upgrade and repair of personal computing hardware and software, connected to both local and wide area networks.

Requirements:

- Associate degree in Information Technology or related field or Product Certification with no experience necessary. In lieu of an Associate degree, two (2) years of related experience in technical disciplines of IT.

3.2. Services Requested

It is the intent of this RFP to identify and make available to the PRDOH a qualified IT Consulting Firm capable of providing a wide range of IT Consulting Services. The Proposer will assist the PRDOH in the acquisition of timely, reliable, high quality IT Services to support the PRDOH's technology work environment. The following are the tasks that shall be performed by the Selected Proposer(s). Services that may be performed under this contract include but are not limited to the following:

3.2.1. Specific Tasks

In order for the Proposer to provide adequate and high-quality IT Services, the Proposer will support the PRDOH's technology work environment with the Integration and implementation of the following:

- Networks (e.g LAN/WAN/MAN/VoIP)
- Data Warehousing
- Electronic Data Interchange
- Groupware
- Client/Server Computing
- Workflow and Imaging
- Document Management Software
- Reporting Software
- Cloud Storage

• **Current State Environment of the Systems**

In order for the services to be provided by the Proposer to be effective and meet the objectives and requirements of the CDBG-DR Programs, it is necessary for the Proposer to develop a current-state environment of the PRDOH's systems. A thorough understanding of PRDOH's current-state is essential for ensuring a successful completion of the task. The scope of this initial assignment can be narrow or broad and will depend on the complexity of the PRDOH's current status and the CDBG-DR Programs objectives and goals. The consulting services shall commence with the development of a Current State Assessment, Needs Analysis, Preliminary Gap Analysis, and Strategic Plan as follows:

- **Current State Assessment (CSA)** - The Proposer shall be aware of the PRDOH's program objectives; particularly the main purpose and the deadline to accomplish each of them. The CSA shall include a strong understanding of

how fundamental operational processes are currently functioning and the operational processes that are necessary before any change.

- **Needs Analysis** - The Proposer shall make an evaluation of the technical tasks and functions PRDOH must be capable of performing or of the needs that technology must be able to meet in order to implement the CDBG-DR Programs. It is important that all possible needs be identified. The analysis must align with PRDOH's goals and the IT Strategic Plan.
- **Preliminary Gap Analysis** - The Proposer shall determine the degree of conformance of PRDOH to the requirements of the CDBG-DR Programs. It is important that the gap analysis be conducted at the beginning of the development phase or after some development has occurred because it is necessary to know where PRDOH stands in regard to meeting the standards for the CDBG-DR Programs to be provided, and what must be done to close the gaps, if any to fully meeting the federal requirements. PRDOH requires a gap analysis report with the corresponding advice by the Proposer.
- **Strategic Plan** - The Proposer will prepare a plan that defines the strategy PRDOH will implement to enable its IT infrastructure to operate and function in compliance with the CDBG-DR Programs' objectives. The strategic plan will ensure that the PRDOH IT provides optimum services that directly support the CDBG-DR Programs' core mission, strategy and priorities. The IT strategic plan shall serve as a guide to PRDOH's IT-related decision making, with IT tasks prioritized and implemented using the plan as a framework.
- **Telecommuting Assistance** - The Proposer shall be able to assist PRDOH to enable remote work, securely collaborate and communicate while CDBG-DR personnel is working from remote locations outside PRDOH premises.

- **Systems Architectural Planning**

As part of the planning process of defining architectures for the use of information in support of PRDOH Action Plan, the Proposer shall:

- Reviewing current system security measures and recommending and implementing enhancements.
- Outline the structural design of the systems to conform to the necessities of the CDBG-DR Programs.
- Define what data, applications, and technology architectures are appropriate for and support the overall Action Plan.
- Define or separate the work components depending on the program to be provided.
- Provide complexity reduction by separating components into layers in order to reduce the cost of future changes.
- Assure extreme scalability and reliability by separately deploying the services.

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- Improves decision making, planning and prioritization by providing a comprehensive and structured understanding of the architectural design of the systems.

- **Cloud Management**

The management of cloud computing products and services shall include cloud environment's servers, storage, cloud security, networking and data center operations. Managing a private cloud for Government Services requires software tools to help create a virtualized pool of compute resources, provide a self-service portal for end users and handle security, resource allocation, tracking and billing. The IT consulting services shall include all the technological duties associated with cloud computing, including design, planning, management, maintenance and support.

- **Multi-Platform Systems Integration Planning**

This specific task consists of the implementation of the design of complex enterprise-wide IT solutions which incorporate technical infrastructure, hardware, and software. The Proposer shall possess and apply a comprehensive knowledge across key tasks and high impact assignments. The task includes the planning and leading of major technology assignments and implementations. The proposer shall evaluate the performance results and recommend major changes for the project growth and success in multiple project assignments. The integration planning requires strong knowledge of PC/Network communications hardware and software, in a multi-protocol environment.

- **Technical Orientation and Training**

This task contemplates that the Proposer assesses, and designs training scenarios, test plans, approaches, objectives, training plans, related to technical orientation and training to CDBG-DR staff users. Identifies the best approach in trainings to include, but not limited to simulation and course assessment. Develops and revises training courses. Prepares training catalogs and course materials. The technical orientation and training organize to CDBG-DR staff shall include courses, workshops, and seminars.

- **Data and Media Management**

The services of the Proposer under this task shall include, but are not limited to, the developing and administration of databases and/or data management systems that allow for the storage, query, and utilization of data. The proposer shall perform all administrative functions in support of the database including:

- Controlling security and access to the database;
- Ensuring the safekeeping of the data;
- Monitoring the use;
- Developing standards and procedures for secure use and storage of data;
- Performing system application and software installation, testing, recovery and reorganization, and configuration management and deployment of application software

- Maintaining a system trouble log;
- Training operators in the use of the database.

• **Network Security, Engineering, Architecture and Technical Support**

Under general guidance, this task conducts assessment of information systems security controls and technical support. Conduct risk and security control assessments are expected from the network security. The assessment results shall be documented, and the proposer shall submit written recommendations to PRDOH. In addition, the Proposer shall:

- Review proposed mitigations,
- Requests for risk acceptance,
- Provide evaluation results,
- Analyze proposed system changes,
- Determine if minor or significant change is needed,
- Provide guidance on appropriate technical security testing
- Complete accurate documentation
- Brief PRDOH as required.

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• **Security Policy Development & Augmentation**

Provides Information Assurance (IA), technical support, and Cyber Security industry best practices to assure the security posture of the PRDOH and the implementation of CDBG-DR Programs. The Proposer services shall support the development and implementation of information assurance/security policies and coordinates, develops, and evaluates the security posture of the programs, including but not limited to:

- Analyzes and assesses vulnerabilities in infrastructure (software, hardware, networks).
- Analyzes and defines security requirements for computer systems (i.e. servers, workstations, laptops, mobile devices, etc.).
- Investigates general information assurance-related technical security problems.
- Satisfies information assurance and security requirements based upon the analysis of user, regulatory, policy, and resource demands.
- Maintains ongoing awareness of information security, threats, and vulnerabilities to support organizational risk management decisions.
- Provides detailed evaluation and internal control and audit reviews of computer information systems.
- Monitors various alerts from alarms within the Cyber Security IT Infrastructure.
- Monitors data from various sources including intrusion detection systems and other security infrastructure components and firewalls.
- Recommends information assurance and security solutions to support PRDOH's requirements.
- Performs analysis, design, and development of security features for system architectures.
- Implements solutions that meet security requirements.
- Assists with implementation and maintenance of security technologies and components.

- Provides basic technical support in solving the security problems.
- Prepares for and manages inspections, audits, governance initiatives and assessments as part of an integrated program.
- Develops risk management guidelines and recommend improvements to accreditation processes.
- Monitors applicable Federal and commercial security alerts and provides updates and advice to IT staff regarding protective measures to avoid breaches.

3.2.2. Additional Services (Allowance)

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 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 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 the PRDOH.

Identified additional task that shall be paid per hourly rate. The additional tasks may be performed by the technicians including, but not limited to the following:

- **LAN Support Technician** – To provide LAN server support and assistance to complex technical problems.
- **Network / Hardware Support Technician** – To provide Network support and the routine testing and analysis of all elements of the network facilities including power, software, communications machinery, lines, modems, and terminals. Monitors and controls the performance and status of the network resources.
- **IT Technician** – To provide IT technical support services necessary to the operation, maintenance, modification and enhancements of a system.

4. Training

The Proposer shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under this Scope of Services. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except when the PRDOH has given prior approval for training to meet special requirements that are unique to a particular request.

Limited training of Proposer employee(s) may be authorized when the PRDOH changes the information technology hardware and/or software during performance of an on-going Task Order and it is determined to be in the best interest of the PRDOH.

5. IT Consultant Responsibilities

Accepting a Task Order, the Proposer recognizes and accepts its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Proposer assumes full responsibility for the acts of all subcontractors.

The Proposer shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Task Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Proposer is accountable to the PRDOH for the actions of its personnel. Each Task Order will name a Point of Contact however, the Point of Contact may be working members of teams and should not be expected to perform supervisory functions.

Proposer's management responsibilities include, but are not limited to, the following:

- Ensure personnel understand the work to be performed on Task Orders to which they are assigned.
- Ensure personnel know their management chain and adhere to Proposer policies and exhibit professional conduct to perform in the best interest of the PRDOH.
- Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Proposer performance and relationships with the PRDOH.
- Regularly assess personnel performance and provide feedback to improve overall task performance.
- Ensure high quality results are achieved through task performance.

6. Deliverables

Deliverables for task orders issued to the Contractor will state the specific deliverables related to such task order. Proposer shall outline the types of deliverables and timelines they produce, in performing the services being procured through this RFP. At a minimum, the key deliverables to be provided shall include such items as:

- Gap analysis for technology, processes, and skills;
- Strength, weakness, and risk analysis;
- A list of opportunities for improvement;
- Recommendations and a high-level roadmap on high-level technology areas including cloud strategy and infrastructure as a service, data analytics, storage technology, network setup and management, document management and retention, and any other need identified by the Proposer;
- Respond to specific task orders in a timely manner.

Above all requirements, the contract will be based on specific task orders requested by the PRDOH. The information listed in this RFP serve as a guide of potential services that may be requested. The goal of the solicitation is to obtain an IT Consultant to serve in a wide range of IT requests.

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7. Response Requirements

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

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

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

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

END OF SCOPE OF WORK

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**Exhibit O
COST FORM
Request for Proposals
Information Technology Consulting Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2019-04
(Revised for Addendum No. 3)**

Name of Proposer: GM Security Technologies

Key Staff Positions	Qty. of Resources [A]	Max. Hours per Months [B]	Rate Per Hour [C]	Max. Monthly Cost [D = (AxB) x C]
Project Manager	1	80	\$100.00	\$8,000.00
Senior Network Consultant	1	40	\$100.00	\$4,000.00
Associate Network Consultant	1	60	\$80.00	\$4,800.00
Senior IT Consultant	1	40	\$100.00	\$4,000.00
Associate IT Consultant	1	60	\$80.00	\$4,800.00
Senior Security Consultant	1	40	\$100.00	\$4,000.00 <i>AP</i>
Subtotal:				\$29,600.00

Support Staff Positions	Qty. of Resources [A]	Max. Hours per Months [B]	Rate Per Hour [C]	Max. Monthly Cost [D = (AxB) x C]
IT Integration Specialist	1	60	\$80.00	\$4,800.00
Technical Writer	1	20	\$80.00	\$1,600.00
Training Specialist	1	20	\$80.00	\$1,600.00
Database/Reporting Specialist	1	60	\$100.00	\$6,000.00
Subtotal:				\$14,000.00

Total Cost per Month (Key Staff Positions + Support Staff Positions)	\$43,600.00
Total Cost of Services for 1 Year (12 Months)	\$523,200.00
Allowance for Additional Services	\$96,000.00
Total Proposal Cost	\$619,200.00

Notes on Proposal Cost

- (1) The Total Proposal Cost represents the potential total cost for the services.
- (2) Services will be provided on an on-call basis by the contractor.
- (3) The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual hours worked by each resource.
- (4) Hourly Rates include overhead, profit, royalties, reimbursements, taxes, fringe benefits, travel, as well as any other additional fees and administrative costs applicable to the services. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- (5) Estimated costs for each position should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.
- (6) The number of hours for each of the positions does not represent the effort required for the services. The purpose of estimated hours and positions serves as a basis for Proposers to be able to calculate the total cost of their Proposal.
- (7) The Proposer is not required to use all the Support Staff Positions, as long as it is capable of providing the services and fully complies with the tasks requested.

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Proposer's Initials: *RC*

Alternate Support Staff Schedule

Alternate Staff Positions	Qty. of Resources [A]	Max. Hours per Months [B]	Rate Per Hour [C]	Max. Monthly Cost [D = (AxB) x C]
Senior Network Consultant	1	60	\$100.00	\$6,000.00
Senior IT Consultant	1	20	\$100.00	\$2,000.00
Senior Security Consultant	1	20	\$100.00	\$2,000.00
Database/Reporting Specialist	1	60	\$100.00	\$6,000.00
Subtotal:				\$16,000.00

Notes on Alternate Support Staff Schedule

- (1) Proposer may submit to the PRDOH an Alternate Support Staff Schedule to substitute one or more resources of the Support Staff Positions
- (2) The Alternate Staff Position must meet the minimum requirements of the Support Staff Position and include the alternate position name and the rate per hour for said position. The Proposer may include a combination of the original Support Staff Positions and Alternate Staff Positions.
- (3) Alternate Support Staff Services, if approved, will be provided on an as needed basis by the Contractor.
- (4) The contract is expected to function as a not-to-exceed contract from which services will be invoiced based on actual hours worked by each resource.
- (5) Hourly Rates for Alternate Support Staff include overhead, profit, royalties, reimbursements, taxes, fringe benefits, travel, as well as any other additional fees and administrative costs applicable to the services. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- (6) Estimated costs for each position should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.
- (7) The number of hours for each of the positions does not represent the effort required for the services. The purpose of estimated hours and positions serves as a basis for Proposers to be able to calculate the total cost of their Proposal.
- (8) PRDOH is under no obligation to approve the Alternate Support Staff as recommended by Proposer.
- (9) The Proposer shall include a description of the role and responsibilities of each Alternate Staff Position, their planned level of effort, their anticipated duration of involvement.
- (10) The PRDOH does not foresee the personnel to be available on-site. However, the Proposer shall consider cost to cover on-site availability.

Proposer's Signature

Walter Cervoni

Date

7/6/20

Proposer's Printed Name



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Attachment E

Information Technology Consulting Services CDBG-DR-RFP-2019-04

PERFORMANCE REQUIREMENTS

The PRDOH will require tasks to be performed:

- a. through a written request

Service Provider is directly responsible for ensuring accuracy, timeliness and completion of all tasks assigned under this contract. Consequently, PRDOH reserves the right to request the removal of any staff not performing to standard.

The PRDOH will require periodic case status reports, including:

I. Administrative Tasks & Evaluation, Design and Optimization of CDBG-DR Office's Tasks

- a. a relation of tasks performed (completed) within established terms of time and a reference to the corresponding case;
- b. a relation of tasks not completed, along with detailed explanatory narrative and any supporting evidence or document, and
- c. expected date of completion.

The report will be submitted monthly, during the first ten days of next month. However, the PRDOH has the prerogative to require a status report whenever deemed necessary.

Meetings

The PRDOH will schedule periodic meetings with contractors (service providers) to discuss tasks status, compliance with contract terms and timely completion of tasks, among others. The PRDOH may require the presence (or attendance) of any contractor or subcontractor official whenever deemed necessary, as well as the production of any relevant document or piece of information.

DEADLINES PER TASK

Current State Environment of the Systems	Calendar Days
<ul style="list-style-type: none">▪ Current State Assessment (CSA) - The contractor shall be aware of the PRDOH's program objectives; particularly the main purpose and the deadline to accomplish each of them. The CSA shall include a strong understanding of how fundamental operational processes are currently functioning and the operational processes that are necessary before any change. The timely completion of this task will depend on the delivery dates and comprehensiveness of the information provided by PRDOH subject matter experts.	Thirty (30) days after provision of required information by PRDOH subject matter experts.

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<ul style="list-style-type: none"> ▪ Needs Analysis - The contractor shall make an evaluation of the technical tasks and functions PRDOH must be capable of performing or of the needs that technology must be able to meet in order to implement the CDBG-DR Programs. It is important that all possible needs be identified. The analysis must align with PRDOH's goals and the IT Strategic Plan. ▪ Preliminary Gap Analysis - The contractor shall determine the degree of conformance of PRDOH to the requirements of the CDBG-DR Programs. It is important that the gap analysis be conducted at the beginning of the development phase or after some development has occurred because it is necessary to know where PRDOH stands in regard to meeting the standards for the CDBG-DR Programs to be provided, and what must be done to close the gaps, if any to fully meeting the federal requirements. PRDOH requires a gap analysis report with the corresponding advice by the contractor. ▪ Strategic Plan - The contractor will prepare a plan that defines the strategy PRDOH will implement to enable its IT infrastructure to operate and function in compliance with the CDBG-DR Programs' objectives. The strategic plan will ensure that the PRDOH IT provides optimum services that directly support the CDBG-DR Programs' core mission, strategy and priorities. The IT strategic plan shall serve as a guide to PRDOH's IT-related decision making, with IT tasks prioritized and implemented using the plan as a framework. ▪ Telecommuting Assistance - The contractor shall be able to assist PRDOH to enable remote work, securely collaborate and communicate while CDBG-DR personnel is working from remote locations outside PRDOH premises. 	<p>Twenty (20) days after completion of the CSA.</p> <p>Twenty (20) days after completion of the Needs Analysis.</p> <p>Thirty (30) days after the completion of the Preliminary Gap Analysis.</p> <p>Ongoing Task.</p>
Systems Architectural Planning	Calendar Days
<ul style="list-style-type: none"> ▪ Reviewing current system security measures, recommending, and implementing enhancements. ▪ Outline the structural design of the systems to conform to the necessities of the CDBG-DR Programs. 	<p>The contractor will submit the Plan ninety (90) days after the</p>

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<ul style="list-style-type: none"> ▪ Define what data, applications, and technology architectures are appropriate for and support the overall Action Plan. ▪ Define or separate the work components depending on the program to be provided. ▪ Provide complexity reduction by separating components into layers in order to reduce the cost of future changes. ▪ Assure extreme scalability and reliability by separately deploying the services. ▪ Improve decision making, planning and prioritization by providing a comprehensive and structured understanding of the architectural design of the systems. 	<p>execution of the agreement.</p>
Cloud Management	Calendar Days
<ul style="list-style-type: none"> ▪ The management of cloud computing products and services shall include cloud environment's servers, storage, cloud security, networking and data center operations. Managing a private cloud for Government Services requires software tools to help create a virtualized pool of compute resources, provide a self-service portal for end users and handle security, resource allocation, tracking and billing. The IT consulting services shall include all the technological duties associated with cloud computing, including design, planning, management, maintenance and support. 	<p>Ongoing Task</p>
Multi-Platform Systems Integration Planning	Calendar Days
<ul style="list-style-type: none"> ▪ This specific task consists of the implementation of the design of complex enterprise-wide IT solutions which incorporate technical infrastructure, hardware, and software. The contractor shall possess and apply a comprehensive knowledge across key tasks and high impact assignments. The task includes the planning and leading of major technology assignments and implementations. The contractor shall evaluate the performance results and recommend major changes for the project growth and success in multiple project assignments. The integration planning requires strong knowledge of PC/Network communications hardware and software, in a multi-protocol environment. 	<p>The contractor will submit an implementation plan thirty (30) days after the completion of the SAP.</p>
Technical Orientation and Training	Calendar Days
<ul style="list-style-type: none"> ▪ This task contemplates that the contractor assesses, and designs training scenarios, test plans, 	<p>Ongoing Task</p>

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<p>approaches, objectives, training plans, related to technical orientation and training to CDBG-DR staff users. Identifies the best approach in trainings to include, but not limited to simulation and course assessment. Develops and revises training courses. Prepares training catalogs and course materials. The technical orientation and training organize to CDBR-DR staff shall include courses, workshops, and seminars.</p>	
<p>Data and Media Management</p>	<p>Calendar Days</p>
<p>▪ The services of the contractor under this task shall include, but are not limited to, the developing and administration of databases and/or data management systems that allow for the storage, query, and utilization of data. The contractor shall perform all administrative functions in support of the database including:</p> <ul style="list-style-type: none"> • Controlling security and access to the database; • Ensuring the safekeeping of the data; • Monitoring the use; • Developing standards and procedures for secure use and storage of data; • Performing system application and software installation, testing, recovery and reorganization, and configuration management and deployment of application software • Maintaining a system trouble log; • Training operators in the use of the database 	<p>Ongoing Task</p>
<p>Network Security, Engineering, Architecture and Technical Support</p>	<p>Calendar Days</p>
<p>▪ Under general guidance, this task conducts assessment of information systems security controls and technical support. Conduct risk and security control assessments are expected from the network security. The assessment results shall be documented, and the contractor shall submit written recommendations to PRDOH. In addition, the contractor shall:</p> <ul style="list-style-type: none"> • Review proposed mitigations, • Requests for risk acceptance, • Provide evaluation results, • Analyze proposed system changes, • Determine if minor or significant change is needed, • Provide guidance on appropriate technical security testing 	<p>Ongoing Task</p>

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<ul style="list-style-type: none"> • Complete accurate documentation • Brief PRDOH as required. 	
Security Policy Development & Augmentation	Calendar Days
<ul style="list-style-type: none"> • Provides Information Assurance (IA), technical support, and Cyber Security industry best practices to assure the security posture of the PRDOH and the implementation of CDBG-DR Programs. The contractor services shall support the development and implementation of information assurance/security policies and coordinates, develops, and evaluates the security posture of the programs, including but not limited to: <ul style="list-style-type: none"> • Analyzes and assesses vulnerabilities in infrastructure (software, hardware, networks). • Analyzes and defines security requirements for computer systems (i.e. servers, workstations, laptops, mobile devices, etc.). • Investigates general information assurance-related technical security problems. • Satisfies information assurance and security requirements based upon the analysis of user, regulatory, policy, and resource demands. • Maintains ongoing awareness of information security, threats, and vulnerabilities to support organizational risk management decisions. • Provides detailed evaluation and internal control and audit reviews of computer information systems. • Monitors various alerts from alarms within the Cyber Security IT Infrastructure. • Monitors data from various sources including intrusion detection systems and other security infrastructure components and firewalls. • Recommends information assurance and security solutions to support PRDOH's requirements. • Performs analysis, design, and development of security features for system architectures. • Implements solutions that meet security requirements. • Assists with implementation and maintenance of security technologies and components. 	Ongoing Task

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Specific cases may require additional services to the ones stated above. For such services, the contract includes an allowance and the contractor shall provide the PRDOH with hourly rates for the additional tasks to be performed. No additional task may be performed by the contractor without authorization of the PRDOH. Whenever an additional service will be utilized, the contractor 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 the PRDOH. Identified additional task that shall be paid per hourly rate. For additional specifications, the contractor shall refer to the Scope of Services, Attachment 1 of the RFP.

Unless otherwise stated, terms will apply from the date the task required by the PRDOH is notified to contractor. Moreover, they may be modified if deemed necessary by the PRDOH, with due notification to contractor.

PRDOH may impose sanctions against contractor for any default to terms, conditions or requirements of the contract, provided that such default is attributable exclusively to the contractor. Contractor shall pay to PRDOH as liquidated damages, \$100 for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of \$1,500. 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, is fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Contract, or to any other remedy provided for in the 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) 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.

As to reporting requirements, the Contractor shall complete and submit all reports, in such form and according to such schedule, as required hereunder and in accordance with contract. The timing and completeness of the reports and recommendations to be delivered by the Contractor will depend on the promptness and comprehensiveness of the information provided by PRDOH subject matter experts.

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

Engagement in proscribed conduct by contractor may result in the cancellation of the contract, penalties under federal and state laws, such as Act No. 2 of July 4, 2018 and Act No. 1 of January 3, 2012, as amended, as well as federal and state regulations.

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Policies, procedures, directives and executive orders may also be of application; according to contract terms.

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OSPA
Request for Proposals
Information Technology Consulting Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESSIONAL SERVICES

LICITATION NUMBER - CDBG-DR-RFP-2019-04

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

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

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

2. (X) Commercial General Liability (Broad Form) including the following insurance coverage

Table with 2 columns: COVERAGE and LIMIT. It lists various insurance coverages such as Commercial General Liability, Employer's Liability Stop Gap, and their respective limits.

COVERAGE	LIMIT
<ul style="list-style-type: none"> Bodily Injury by Disease 	\$1,000,000.00
<ul style="list-style-type: none"> Each Employee 	\$1,000,000.00
<ul style="list-style-type: none"> Each Accident 	

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

LIMIT
<ul style="list-style-type: none"> Auto Liability - \$1,000,000.00 Physical Damages - \$1,000,000.00 Medical Payments - \$10,000.00
The Commercial Auto cover must be applied to the following symbols:
<ul style="list-style-type: none"> Liability Coverage -1 Physical Damages - 2 and 8 Hired - Borrowed Auto - 8 Non-Owned Auto Liability - 9

4. **(X) Professional General Liability and/or Errors and Omissions Policy**

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

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

(X) A.2 Limit:

(X) each occurrence \$1,000,000

(X) aggregate \$5,000,000

(X) deductible \$5,000.00

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

5. **(X) Umbrella**

Limit - \$3,000,000.00

6. **Cyber Liability**

Limit - \$1,000,000.00

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7. (X) The policies to be obtained must contain the following endorsements including as additional insured the *Department of Housing, U.S. Department of Housing and Urban 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

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

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

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

1. Be authorized to do business within the Commonwealth of Puerto Rico and have the corresponding license issued by the Commissioner of Insurance.
2. To be enjoying a good economic situation and to be classified under the Category of B+ by the "Best Rating Guide".
3. Submit to the *Department of Housing* a written certification as evidence of full payment of premiums by the Contractor. Mention each risk coverage premium separately.
4. Avoid sub-contractual obligations of premium financing or any other kind, which may be detrimental to the public interest.
5. Avoid any request for cancellation by the contractor prior to the expiration date of the policy, without the consent of the Insurance Section of the *Department of Housing*; Discuss any refund of unearned premium.
6. Follow all Federal Bail and Acceptance Insurance Regulations, when applicable.
7. Indicate in the appropriate place of all insurance policies and/or bonds, the full description of the project, work or service to be rendered.

8. Not to make any amendments to insurance policies and bonds issued under the special conditions mentioned above, unless approved by the Insurance Section of the Department of Housing.
9. To ensure that all insurance policies or bonds are issued to comply with all of our special insurance conditions with respect to the period of coverage, type of risk coverage, as well as all limits, as specified, and also to eliminate those exclusions in accordance with our request.
10. Clarify any questions regarding insurance requirements by any means of communication with the Insurance Section of the Department of Housing under the Secretary for Legal Affairs.

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

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

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

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

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

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

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

E. CERTIFICATE OF INSURANCE SECTION

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

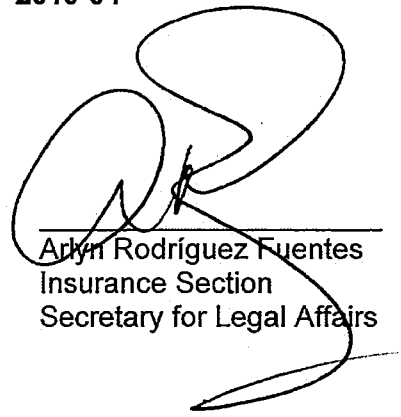
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DESCRIPTION OF THE SERVICES:

**Information Technology Consulting Services
CDBG-DR-RFP-2019-04**

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February 13, 2020
Date



Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

HUD GENERAL PROVISIONS

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

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

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

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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 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

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12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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

15. SUBCONTRACTING

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

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

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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

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

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

- 1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the CONTRACTOR including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- 2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

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

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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 CFR chapter 60).

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

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not

be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 7) In the event of the CONTRACTOR's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

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- 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.

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

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

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

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental

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Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

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

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

28. BONDING REQUIREMENTS

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

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

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

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

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 135.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

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- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

30. FAIR HOUSING ACT

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

31. ENERGY POLICY AND CONSERVATION ACT

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

32. HATCH ACT

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

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

The CONTRACTOR may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from

subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

33. HEALTH AND SAFETY STANDARDS

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

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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.

42. RELIGIOUS ACTIVITY

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

43. FLOOD DISASTER PROTECTION ACT OF 1973

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

44. LEAD BASED PAINT

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

45. VALUE ENGINEERING

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

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

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ATTACHMENT H

CERTIFICATION

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I. Contractor (or Subrecipient) Certification Requirement:

1. Neither the contractor (or subrecipient) nor any of its owners¹, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's (or subrecipient's) compensation under the contract² to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract.
2. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
3. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
4. Neither the contractor (or subrecipient), nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.

¹ 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.

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

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

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

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

By: Walter J. Cervoni Ruiz

Signature: Walter J. Cervoni
Walter J. Cervoni (Mar 1, 2021 16:17 AST)

Date: 3/1/2021

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


IT Consulting Services Agreement - GM Security Technologies Inc_REV

Final Audit Report

2021-03-09

Created:	2021-03-01
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAEbNv6wfJuN0YU9PWCtFAUikk658eo0t

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