



GOVERNMENT OF PUERTO RICO
Department of Housing

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

AGREEMENT FOR
HEARING EXAMINER SERVICES
BETWEEN THE
PUERTO RICO DEPARTMENT OF HOUSING
AND
GONZÁLEZ LAW SERVICES, PSC



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THIS AGREEMENT FOR HEARING EXAMINER SERVICES, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 12 of November, 2020, 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 Luis C. Fernández Trinchet, attorney, of legal age, single, and resident of Guaynabo, Puerto Rico, in his capacity as Secretary; and **GONZÁLEZ LAW SERVICES, PSC** (hereinafter, the "CONTRACTOR"), with principal offices in Villa Húcar, A5 Calle Húcar, San Juan, Puerto Rico 00926 herein represented by Edgar E. González Milán, in his capacity as President, of legal age, single, 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 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 a legal firm to assist PRDOH with providing hearing examiner services. 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 September 2, 2020, the PRDOH issued a Request for Quotation Package to procure "Hearing Examiner Services" with CDBG-DR funds.

WHEREAS, on September 28, 2020, the CONTRACTOR submitted a proposal (hereinafter referred to as the "Proposal"), which fully complied with the requirements set forth by the PRDOH.

WHEREAS, González Law Services, PSC was chosen to perform the required services at a reasonable proposed cost (**Attachment A**) to assist PRDOH in Puerto Rico's recovery efforts according to the award criteria established in the Request for Quotation.

WHEREAS, the PRDOH desires to enter into an agreement with Gonzalez Law Services, PSC 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 Cost Form (**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	SP Hearing Examiner Services Procurement Recommendation
Attachment B	Submitted Proposal
Attachment C	Scope of Services
Attachment D	Cost Form
Attachment E	Performance Requirements
Attachment F	Insurance Requirements (DV-OSPA-78-5)
Attachment G	HUD General Provisions

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

II. TERM OF AGREEMENT

- A. This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of **twenty hour (24) months**, ending in November, 12, 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

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 **SEVENTY FIVE THOUSAND AND SIX HUNDRED DOLLARS (\$75,600.00); Account Number R01A01ADM-DOHNA 4190-10-000**.
- 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 evidence, expense plan and/or work projections. If PRDOH determines that the submitted invoice and supporting documents are acceptable, then the invoice will be approved for payment.
- F. An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the CONTRACTOR shall be made by electronic funds transfer (EFT). PRDOH reserves the right to conduct any audits it deems necessary. The CONTRACTOR agrees to cooperate fully with any such audit or audits.

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

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

V. REIMBURSABLE EXPENSES

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

VI. ADDITIONAL SERVICES

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

VII. OWNERSHIP AND USE OF DOCUMENTS

- A.** With the exception of the CONTRACTOR's 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

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- 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.

XI. PERFORMANCE WARRANTY

- (a) CONTRACTOR warrants that it will perform all work and provide all Deliverables under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) CONTRACTOR warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of CONTRACTOR's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments to this Agreement; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If CONTRACTOR submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligation under this Contract, PRDOH may require CONTRACTOR, at its sole expense, to:

1. repair or replace Deliverables that do not meet specifications;
2. refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
3. pay liquidated damages for any past due Deliverable; and
4. take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

XII. TERMINATION

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

- 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. The parties agree to execute a Transition Services Agreement for the Transition Period and CONTRACTOR will be paid at a reasonable, agreed upon hourly rate for any work performed for the PRDOH during the Transition Period.

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

XIII. PENALTIES AND LIQUIDATED DAMAGES

A. Penalties

1. In the event the CONTRACTOR is determined to have engaged in any proscribed conduct or otherwise is in default as to any applicable term, condition, or requirement of this Agreement, at any time following the Effective Date of the Agreement, the CONTRACTOR agrees that, PRDOH may impose sanctions against the CONTRACTOR for any default in accordance with **Attachment C** and **Attachment 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, one hundred dollars (\$100.00) for each calendar day that any task deliverable required is late until deemed in compliance subject to a maximum of five thousand dollars (\$5,000.00) established in this Contract between PRDOH and the CONTRACTOR, in accordance with **Attachment 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 **two (2) days** after the initial petition date ends, 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+ 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 collectively referred to as *Force Majeure* during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

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

XVIII. CONFLICTS OF INTEREST

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

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

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

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

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

XIX. INDEPENDENT CONTRACTOR

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

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

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

XX. NOTICES

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

To: PRDOH

Luis C. Fernández Trinchet, Esq., CFA
Secretary
Puerto Rico Department of Housing
606 Barbosa Ave.
Juan C. Cordero Dávila Bldg.
San Juan, PR 00918

To: CONTRACTOR

Edgar E. González Milán
González Law Services, PSC
President
PO Box 2802
Guaynabo, PR 00970

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 G** (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) and the following provisions:

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

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

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

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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. 2017-001; CIRCULAR LETTER 141-17 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

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

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**.

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.

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

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

- A. -No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. --If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Forms-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. -The CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The CONTRACTOR acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition,

the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

XXX.EQUAL OPPORTUNITY

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~~Egm~~
- A. -The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B.--The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C.-When applicable, the CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D.-The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.
- E.--The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F.--In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G.-The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

XXXI.CLEAN AIR ACT

- A. -The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. --The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. -The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXII.SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)- designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include:
 - a. procuring only items designated in guidelines of the EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000);
 - b. procuring solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXIII. WATER POLLUTION CONTROL ACT

- A. -The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.
- B. --The CONTRACTOR agrees to report each violation to the PRDOH and understands and agrees that the PRDOH will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, HUD, and the appropriate Environmental Protection Agency Regional Office.
- C. -The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by HUD.

XXXIV. DRUG FREE WORKPLACE

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

XXXV. SUSPENSION AND DEBARMENT

- A. -This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 2424. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- B. --The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. -This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, in addition to remedies available to PRDOH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. -The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 2424, while this Agreement is valid. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXVI. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

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

XXXVIII. BANKRUPTCY

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

XXXIX. ENTIRE AGREEMENT

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

XL. MODIFICATION OF AGREEMENT

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

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

XLI. BINDING EFFECT

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

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

XLII. ASSIGNMENT OF RIGHTS

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

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 Services (**Attachment C**), the Performance Requirements (**Attachment E**), the Cost Form (**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.

XLVI. CONSOLIDATIONS, MERGERS, OR DISSOLUTIONS

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

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

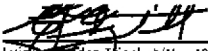
The terms and conditions of this Agreement related to the following subjects shall survive the termination or expiration of this Agreement: interpretive provisions; consideration; warranties; general affirmations, federal assurances, federal and state certifications; CDBG-DR and state funding, recapture 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 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.

[Remainder of page left blank intentionally]


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

DEPARTMENT OF HOUSING

GONZÁLEZ LAW SERVICES, PSC


Luis C. Fernández Trinchet (Nov 12, 2020 10:06 AST)

Luis C. Fernández Trinchet, Esq., CFA
Secretary


Edgar González Milán (Nov 12, 2020 09:02 AST)

Edgar E. González Milán, Esq., LL.M.
President
González Law Services, PSC
DUNS No. 117401188


Egm





October 15, 2020

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

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

Hearing Examiner Services

On July 14, 2020, the Procurement Division received the Procurement Process Request Package for the acquisition of Hearing Examiner Services. It is the intent of this Small Purchase to identify and make available to the PRDOH a qualified attorney capable of providing Hearing Examiner Services. The Proposer will assist the PRDOH in the timely, reliable, high quality hearing examiner services to support the CDBG-DR Programs. The term of the Agreement will be for a performance period of twenty-four (24) months. The Request Package included the following documents: Scope of Services, Cost Estimate and Request for Certification of Funds Form. The Scope of Services included a description of the services required, staff position requirements and responsibilities, deliverables and other special considerations. The Cost Estimate was developed for budgetary purposes using market prices for similar services, local contracts, and the GSA Federal Acquisition Service (00CORP The Professional Services Schedule - Category: 520 6 Professional Legal Services). On August 24, 2020, the Finance Division issued a Certification of Funds to certify the availability of funds for \$239,400. On August 20, 2020, the Legal Division provided to the Procurement Division the Model Contract and the insurance requirements (also known as OSPA) for this purchase. With all documentation obtained for the purchase process reviewed, the Procurement Division continued to solicit quotes.

On September 2, 2020, the Procurement Division sent the Request for Quotation Package via email to the following firms:

- 1- Adsuar, Muñiz, Goyco & Pérez Ochoa, PSC
- 2- Almeida & Dávila, Bufete de Abogados
- 3- Corretjer, LLC
- 4- Goldman Antonetti & Cordova, LLC
- 5- Jiménez, Graffam & Lausell
- 6- Marichal, Hernández, Santiago & Juarbe, LLC
- 7- McConnell Valdés, LLC
- 8- Morell Cartagena & Dapena, LLC
- 9- Pietrantonio Méndez & Álvarez, LLC

- 10-Q.R. & Asociados, LLC
- 11-Rexach & Picó Attorneys at Law
- 12-González Law Services, PSC
- 13-Pellot González Attorneys & Counselors at Law
- 14-Casillas Santiago Torres Law, LLC
- 15-Ferraiuoli, LLC
- 16-Marini Pietrantonio Muñiz, LLC
- 17-Vidal, Nieves & Bauza, LLC
- 18-Cancio, Nadal & Rivera, LLC
- 19-DLA Piper (Puerto Rico), LLC
- 20-Estrella, LLC
- 21-Bufete Adames-Soto

The firms were also contacted via telephone. The solicitation was published on the CDBG-DR website. On September 2, 2020, the Request for Quotation Package was sent to the Section 3 personnel via email to share it with the entities identified as Section 3 businesses. On September 4, 2020, the Procurement Division sent a letter via electronic mail to the Puerto Rico Lawyer Association and the Bar Association of Puerto Rico in an effort to promote the Small Purchase with local firms. The Puerto Rico Notary Association was also contacted in an effort to promote this purchase with local firms. The invited firms were required to submit their quotes on or before October 2, 2020 at 2:00pm.

Table 1 below summarizes the responses received.

Table 1. Responses Received

Firm	Response	Date Received	Time
Adsuar, Muñiz, Goyco & Pérez Ochoa, PSC	No response	-	-
United Legal Group	Quote	September 22, 2020	11:03 PM
Almeida & Dávila Buffete	The firm informed by phone they were not interested in participating	-	-
Corretjer, LLC	No response	-	-
Goldman Antonetti & Cordova, LLC	The firm informed by phone they were not interested in participating	-	-
Jiménez, Graffam & Lausell	Quote	September 24, 2020	4:55 PM
Marichal, Hernández, Santiago & Juarbe, LLC	No response	-	-
McConnell Valdés, LLC	No response	-	-
Morell Cartagena & Dapena, LLC	No response	-	-
Pietrantonio Méndez & Álvarez, LLC	No response	-	-
Q.R. & Asociados, LLC	The firm informed by phone they were not interested in participating	-	-

Rexach & Picó Attorneys at Law	No response	-	-
González Law Services, PSC	Quote	September 28, 2020	4:44 PM
Pellot González Attorneys & Counselors at Law	No response	-	-
Casillas Santiago Torres Law, LLC	No response	-	-
Ferraiuoli, LLC	No response	-	-
Marini Pietrantonio Muñiz, LLC	No response	-	-
Vidal, Nieves & Bauza, LLC	No response	-	-
Cancio, Nadal, & Rivera, LLC	No response	-	-
DLA Piper (Puerto Rico), LLC	No response	-	-
Estrella, LLC	No response	-	-
Bufete Adames-Soto ¹	Quote	October 6, 2020	9:04 AM
Diana López Feliciano	Quote	October 1, 2020	7:27 PM

United Legal Group; González Law Services, PSC; Jiménez, Graffam & Lausell and Diana López Feliciano did not include some of the documents that were part of the Request for Quotation Package. The Procurement Division requested the documentation on September 30, 2020 and on October 2, 2020. The offerors submitted the documentation as requested. United Legal Group and González Law Services, PSC were the only offerors with experience as hearing examiner.

On October 6, 2020, the Procurement Division requested additional information regarding United Legal Group and González Law Services, PSC experience with two of the requirements stated in Section 3.1.2. of the Scope of Services: the one year experience as hearing examiner, hearing officer, or administrative judge, and the requirement regarding knowledge in compliance with HUD and CDBG-DR regulations. In response to the request, both offerors submitted supporting documentation to show compliance with the requirements of the Scope of Services. Both offerors complied with the general description of the Hearing Examiner Position set forth in Section 3.1.2. of the Scope of Services. (Table 2).

Table 2. Compliance with the Scope of Services Requirements

Section 3.1.2. General Descriptions of the Hearing Examiner Position	González Law Services, PSC	Jiménez, Graffam & Lausell	Diana López Feliciano	United Legal Group
Juris Doctorate	Yes	Yes	Yes	Yes
Five (5) years of experience practicing law in the local and federal forums	Yes	Yes	Yes	Yes
One (1) year experience as hearing examiner, hearing	Yes	No	No	Yes

¹ The quote submitted by Bufete Adames-Soto was received after the due date and was therefore not considered during the evaluation.

officer, or administrative judge				
Experience in private law firm, in-house corporate office, and/or governmental agency	Yes	Yes	Yes	Yes
Knowledge in Government affairs and regulations	Yes	Yes	Yes	Yes
Knowledge in governmental contracts and procurements	Yes	Yes	Yes	Yes
Knowledge in compliance with HUD regulations and specifically CDBG-DR regulations	Yes	Yes	Yes	Yes
Licensed Attorney at Law in good standing with the Supreme Court of Puerto Rico	Yes	Yes	Yes	Yes
Fluent in the English and Spanish languages	Yes	Yes	Yes	Yes

After evaluating the documents submitted by the four offerors, the Procurement Division determined that United Legal Group and González Law Services, PSC were the only offerors in compliance with all required specifications in the solicitation, and therefore it was determined that their quotes were responsive.

Table 3 below summarizes the quotes received in term of prices.

Table 3. Price Quotes Received			
Position	Hours per month	González Law Services, PSC	United Legal Group
Hearing Examiner	35	\$90	\$100
Total Quote (24 months)	-	\$75,600	\$84,000

In order to determine the reasonableness of the prices, the Procurement Division performed a price reasonableness verification by comparing the two responsive quotes received in response to the solicitation to one another. As shown in Table 3, the quotes submitted shows that **González Law Services, PSC** submitted the lowest responsive quote

for the services. Therefore, the Procurement Division determined the price to be reasonable.

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

Given the above, the Procurement Division recommends awarding the Small Purchase for Hearing Examiner Services to **González Law Services, PSC**, a responsive and responsible offeror whose quote is reasonable in terms of prices offered and meets the requirement of this solicitation.

Attachments:

Scope of Services signed by Selected Supplier

Model Contract initialized by Selected Supplier

Insurance Requirements initialized by Selected Supplier

Awarded Quote signed by Selected Supplier

Non-Conflict of Interest Certification signed by Selected Supplier

Request for Information- González Law Services, PSC

Request for Information- United Legal Group

HEARING EXAMINER SERVICES PROPOSAL

COMMUNITY DEVELOPMENT
BLOCK GRANT
DISASTER RECOVERY

González Law Service, P.S.C.

~~Egm~~
Egm

~~ZF~~
ZF

González Law Service, PSC

Guaynabo, Puerto Rico

~~EGM~~
Egm

HEARING EXAMINER SERVICES PROPOSAL
COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY
PUERTO RICO DEPARTMENT OF HOUSING

~~ZEI~~

Submitted September 25, 2020
Gonzalez Law Service, PSC
PO Box 2882,
Guaynabo, PR 00970
Tel. 787-579-8338

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Edgar González Milán

Arturo Luciano Delgado

Rebeca Albizu Lizardi

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DESCRIPTION OF GONZALEZ LAW SERVICE, PSC

Company Profile

González Law Service, P.S.C., was established in 2016, is a multi-faceted firm that provides comprehensive services tailored specifically for the needs and challenges of local, state and federal government agencies, legislatures, private sector associations, corporations and individuals.

Our services include interpretations, analysis and opinions of the law, regulations, and guidance letters. Our legal team has over 30 years of legal experience and expertise in diverse areas of the law, grants management, monitoring and oversight experience in federally funded programs.

Our attorneys have excellent written, verbal and interpersonal communication skills, with a proven track record of forging relationship among clients, and demonstrated ability to exercise good judgment when applying law to specific facts. They are skilled researchers who also excels at computer based and non-computer-based and technical research. González Law Services, P.S.C., team has experience in case management, investigation, case development/preparation, litigation, hearing examiner's services, case analysis, and client advisory matters, as well as legal opinions on diverse areas of law. We provide, among other services, professional consulting and assistance in drafting contracts, agreements, MOU's, regulations, deeds and dispute resolutions, in administrative area construction, real state, mortgage, legal, administrative, regulatory analysis/compliance in the aforementioned matters of law.

With our combined experience, González Law Service, PSC, assist our clients to create and administer their long-term vision of every federally funded grant program, as well as financial, commercial, and service different industry clients in a diversity of tasks. We will ensure accuracy, timeliness, and completion of all task assigned.

Our practice is led by top tier consultants with deep industry experience who do the work and deliver insightful, practical recommendations. González Law Service team combine specific governmental knowledge with broad legal experience to offer focused, client-centered services. We strive to understand the unique needs of clients. We think about the complex issues facing the public sector and develop relevant, timely, and sustainable solutions for our clients.

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Egm

We advise and represent government entities, municipalities, government contractors, private individuals and entities on open meetings and public records laws, including handling litigation related to public records and "Sunshine" disputes. We assist government entities, and those acting on their behalf, with matters regarding compliance with open government requirements, and also advise private individuals and entities on the applicability of public records law to materials they submit to governmental and quasi-governmental bodies; obtaining access to public records, and applicable exemptions under both open meeting and public records laws. Among other services, we work with both government officials and private entities providing legal opinions on issues relating to interpretation of state and federal guidelines, as well as policy issues. We identify legal risks in decision making, investigate the legal effect of any contracting issue, demonstrate policy compliance. Our vast experience as examining officer, equal employment opportunity officer, monitoring director as well as legal counselor for different federally funded programs allow us to offer supporting arguments for legal determinations.

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Our attorneys have extraordinary insights into the Request of Letter of Interest (RLI) and Request for Proposal (RFP) processes used by most state, local and quasi-governmental entities in Puerto Rico.

2. SCOPE OF SERVICES

González Law Service, PSC offers Hearing Examiner Services, that includes but is not limited to the following:

- Research and analyze laws, regulations, policies, and precedent decisions to prepare for hearings and to determine conclusions.
- Prepare written opinions and decisions.
- Review and evaluate data on documents.
- Determine the existence and amount of liability according to current laws, administrative and judicial precedents, and available evidence.
- Explain to claimants how they can appeal rulings that go against them.
- Rule on exceptions, motions, and admissibility of evidence.
- Confer with individuals or organizations involved in cases to obtain relevant information.
- Issue subpoenas and administer oaths in preparation for formal hearings.
- Monitor and direct the activities of trials and hearings to ensure that they are conducted fairly and that courts administer justice while safeguarding the legal rights of all involved parties.
- Recommend the acceptance or rejection of claims or compromise settlements according to laws, regulations, policies, and precedent decisions.
- Conduct hearings to review and decide claims regarding issues such as social program eligibility, environmental protection, and enforcement of health and safety regulations.
- Authorize payment of valid claims and determine method of payment.
- Conduct studies of appeals procedures in field agencies to ensure adherence to legal requirements and to facilitate determination of cases.

The above list is not meant to be all-inclusive and we stand ready to respond to other needs as identified and requested by the Department of Housing, and the Government of Puerto Rico. González Law Service, PSC, looks forward to entering into an engagement with the Department of Housing of Puerto Rico to achieve the successful outcomes required to meet the objectives of a more secure and resilient future for the people of the Island. We hope that our participation will add significant value in the Government's efforts to meet the many challenges Puerto Rico faces to recover from natural disasters that have occurred or may rise.

3. STAFF

3.1 EXPERIENCE AND QUALIFICATIONS

González Law Service has the knowledge and experience that is necessary in order to accomplish the short- and long-term goals of our clients. Such experiences include, but are not limited to:

- Demonstrated ability to exercise good judgment when applying law to specific facts.
- Conduct and investigation of a public or private hearing to review and decide claims regarding issues such as social program eligibility, environmental protection, and enforcement of health and safety regulations.
- Provide independent fact-finding and decision-making service.
- Provide a fair, impartial, and independent fact-finding and decision-making service.
- Research and analyze laws, regulations, policies, and precedent decisions to prepare for hearings and to determine conclusions.
- Prepare written opinions and decisions.
- Review and evaluate data on documents.
- Recommend the acceptance or rejection of claims or compromise settlements according to laws, regulations, policies, and precedent decisions.
- Authorize payment of valid claims and determine method of payment.
- Conduct studies of appeals procedures in field agencies to ensure adherence to legal requirements and to facilitate determination of cases.
- Ability to read, interpret and explain complex factual and legal issues including procedure and reference materials.

Several of our team members previously held positions at government agencies such as the Office of the Commissioner of Municipal Affairs, and the House of Representative of Puerto Rico, Senate, Municipalities, and Federally Funded local programs. Two of our attorneys spent almost 10 years in management positions developing and administering Local Workforce Programs, such as Workforce Investment Act, Workforce Innovation and Opportunity Act, Job Training Partnership Act, and American Recovery and Reinvestment Act; with responsibilities that included grant management, monitoring and oversight, consulting, program planning, development of procedures and program policies, preparation of grant proposals, budget, acquisitions, cost estimating, and hearing examiners. Our founder has been a legislative consultant, involved in the drafting of several laws and legislation regarding the housing

development in Puerto Rico. Mr. González has many years of experience working various areas within the CDBG program.

3.2 ORGANIZATIONAL AND STAFFING PLAN

González Law Service, PSC will have in order to comply with contractual duties the following resources:

- One (1) Senior Attorney who will analyze complex legal issues and regulations to assure project feasibility and success to the CDBG-DR programs. Will provide any form of legal advice. He is the person responsible to hold, and preside over as Hearing Officer the administrative hearing, as well as review and approve any recommendation referred to the hearing officers, assist in presentations to legal postures to decision making authorities as well as interpret management policies, among other duties.


- Two (2) Junior Attorneys, who will research information and have knowledge of the decision, ordinances, and statutes of the matters under review; assist in the preparation and drafting of documents, legal opinions and memoranda; select, summarize and comply comparative data; identify types of record keeping systems and types of legal records relevant to the legal opinion; research and analyze legal documents; supervise legal assistants and develops recommendations and justifications for the attorney in charge of the legal opinion.


The above list of duties or responsibilities is not mean to be inclusive and we stand ready to other needs as identified and requested by the CDBG-DR program or the DOHPR agency.

All of our resources are expected to be involved and available during the complete term of the contract. If we are selected, we will be committed to making the program the number one priority of our company.


3.2.1 RESOURCES

- **Edgar E. González Milán, Esq., LL.M.**
President, González Law Service, P.S.C.


Attorney González Milán was admitted to the legal profession in February, 1997, after finishing his studies at the University of Puerto Rico, School of Law. With experience in legal counseling to local and state governments, his practice is in the Administrative Law field. He worked as Auxiliar Commissioner of Legal Counseling at the Office of the Commissioner of Municipal Affairs until the year 2000. As part of his duties, he given legal advice to Mayors, Legislators and municipal employees about applicable local, state and federal laws, and issues like Human Resources, Budget and Finance, Hearing Examiner Officer, contracts, procurement and federal funds, specially the Community Development Block Grant (CDBG). Also, he works as administrative officer of compliance with the HUD Local Plans for the non-entitlement local governments.


After that, in 2000 works at the Workforce Investment Act's Local Area Guaynabo-Toa Baja Consortium, as Executive Director. As part of his duties, he was the administrator of the federal funds (35 million dollars in 5 years), responsible for the correct investment of the WIA Training Program funds and the 110 employees in a central and four district offices. Also, he was in charge of the monitories and audit process, supervise the local area fiscal agent, property inventory and acquisitions process. Under his tenure, the Local Area obtains 100% in Administration Excellence, awarded by the Puerto Rico's Comptroller Office.

Since 2005 González is working in the private sector as legal advisor, litigation and notary. Some of his clients has been the Municipalities of Guaynabo, Bayamón, Cataño, Naranjito, Las Piedras, Juncos, Vega Alta, Corozal and Vieques. Also, he gave legal advisory to the Puerto Rico's Municipal Legislators Federation and WIOA Local Area and its WIOA Local Board and Proposal's Evaluation Committee.


In addition to the mentioned, in our firm he gives legal counseling to the Puerto Rico Senate, particular to the Majority Whip Honorable Carmelo Ríos. Other clients include the International Lonshormen's Association (Workers Union); Intergroup (Arquitects Firm), Centro de Estudios Especializados, Inc. (Private School), Transportation Museum (Non-Profit Organization), and small business.

In 2019, he finished his Master in Law, at the University of Puerto Rico, School of Law.

▪ **Arturo Luciano Delgado, Esq.**

Attorney Luciano Delgado was admitted to the legal profession in 1990, after finishing his studies at Interamerican University, School of Law. With expertise and years of experience in different legal areas such as Labor, Corporate, Contracts, Property, Administrative and Civil in general, has a bachelor's degree in Business Administration with a major in Management.

As the legal counsel of the International Longshoremen's Association of Puerto Rico (ILA), and others, has been responsible of delivering legal opinions, drafting documents, litigate in administrative, state and federal forums. Is a member of the Criminal Justice Act Panel and serves as a criminal attorney in the Federal Justice Court for the District of Puerto Rico.

Mr. Luciano Delgado is up to date with legislature, policy, and regulations related to the CDBG-DR and the Puerto Rico Disaster Recovery Action Plan. During his almost 30 years of experience practicing law he has successfully achieved positive results from complex federal labor and civil cases. As a legal consultant, Mr. Luciano Delgado has worked with many corporations and associations in various legal aspects. As a trial attorney, has represented state agencies such as Board of Appeal of the Puerto Rico Port Authority, Department of Correction and Rehabilitation of Puerto Rico, Puerto Rico Energy and Sewer Authority, Board of Appeals of the Maritime Transportation Authority of Puerto Rico, Bureau of Negotiation and Conciliation of the Puerto Rico Department of Labor and Human Resources, State Insurance Fund (Industrial Commission).

Mr. Luciano Delgado is a private civil law practitioner with years of experience in contract writing, research, regulation and policy analysis, as well of other legal documentation. He provides legal opinions to various public, such as Municipalities and Local Area Workforce Programs, as well as private agencies, associations, and corporations in order to issue interpretations of guidelines and policies.

▪ **Rebeca M. Albizu Lizardi, Esq.**

Attorney Albizu Lizardi was admitted to the legal profession in 2015, after finishing her studies at the Interamerican University, School of Law. With experience in legal counseling to local and state governments, her practice is in the Administrative, Civil Law, Property Law and case litigation; has a bachelor's degree in Business Administration with a major in Marketing, and an overall experience in grants management.

Since 2009, was appointed as the Coordinator of the Guaynabo Toa Baja's Local Area's Satellite Office.

In 2012 she was promoted to work as the Local Area's Monitor and Equal Employment Opportunity Officer. As part of her duties, she investigated activities of subrecipients that received WIA/WIOA Title I financial assistance to make sure that are they were not violating their non-discrimination and equal opportunity obligations; provided technical assistance and guidance to contractors with regards the established rules, regulation and procedures specially in relation to labor laws; conducted equal opportunity data analysis for all activities in the American Job Center, including but not limited to sub-recipients of WIA/WIOA section 188 such as: Wagner Peyser; TANF; TAA; Job Corps; Summer Youth Programs; OJT; Work Experience/Internships, and eligible training providers; monitored and assisted participants to ensure compliance with program rules, regulations and procedures; provided guidance and counseling over equal employment and opportunities laws to participants and employees; prepared a variety of weekly reports and case notes of equal opportunity grievances and complaints; and respond promptly to grievances and complaints in order to comply with the established procedures and corrective actions.

After that in 2017, worked as Oversight and Equal Employment Director in the Workforce Investment Act's Local Area Guaynabo-Toa Baja Consortium. Her main responsibilities were to Investigate internal complaints of alleged discrimination, meet with people involved in equal opportunity complaints in order to verify information, summarize findings, and provided recommendations for corrective action when appropriate; monitor and evaluate compliance with equal opportunity laws, guidelines, and policies to ensure that employment practices and contracting arrangements gave equal opportunity without regards to race, religion, color, national origin, sex, age, or disability; evaluate information to determine compliance with federal standards; handled complaints, settled disputes and resolved grievances or conflicts; complied and submitted reports related to complaints, hiring statistics, and diversity information as required by management, state, local, and federal regulatory agencies. Also, she served as the recipient's liaison with State WIA/WIOA EO Officer and trained local staff on equal opportunity topics and issues.

Ms. Albizu, assisted the Executive Director in drafting policies and procedures and establishing compliance, to responding to audit findings, government inquiries, and cost disallowances, among others. Advised on programmatic requirements, options and obligations; interpreting and applying federal statutes, regulations, and guidance, including Super circular/Omni circular; developing and implementing self-assessment and compliance programs; and counseling on governance requirements and best practices. Lead seminars and trainings on issues from cost allocation and time and effort reporting to governance and program monitoring.

As grant writer, she was commissioned to identify new funding opportunity for the program. She prepared grant proposals, researched, write and coordinated all of the grant's application processes.

Conducted program quality reviews to evaluate the quality of services provided to the client community. Conducted compliance reviews to oversee compliance with statutory and regulatory requirements as well as restrictions that accompany their funding.

Since 2016 Albizu is working in the private sector as legal advisor, litigation and notary. She gives legal advice and orientation in Criminal Law, Torts and Damages, and Insurance Claims including extrajudicial claims and filing cases in Puerto Rico State Courts. Worked as a sub-contractor with la Corporación Proyecto enlace del Caño Martín Peña, granting title deeds to the families relocating in order to enable the dredging of the tidal channel.

4. SPECIFIC TASKS

- **Conduct Administrative Hearings** - Conducts administrative hearings for a variety of matters related to CDBG-DR Programs, applying relevant federal, State, and local Law.
- **Analyze** the documents and determinations before holding the hearing and eventually find the aspect to be considered in them.
- Receive, consider, and examine testimony and exhibit related to matters before our consideration. Collect, examine and dispute that brought as evidence by applicants, witnesses, and authorized representative of the applicant and other programs personnel.
- Determine the admissibility of the record of the additional evidence submitted by the parties.
- Listen to the recordings of the hearings, review the evidence submitted by the parties to the dispute and examine the data in accordance with the law and procedure that regulates the CDBGDR program.
- Apply the law to articulate set up facts, including the corresponding conclusions or recommendations.

- Evaluate the determination of waivers from low pump, state, and federal statutory requirements as necessary.
- Recommend appropriate measures to avoid noncompliance with policies under the CDBG-DR programs. Assist in the recommendation of immediate determination of the decision making authority before assuming legal postures.
- Stays informed of applicable federal and state compliance legislation, legislative trends, and applicable regulation in relation to federal funds.
- Consider statutory requirements and guidelines in making determination.
- Enter findings, conclusions and recommendations on matters referred to the Hearing Examiner by the PRDOH. Assist in the recommendation of permanent determinations.
- Prepare a case record.
- Monthly reports of the status of the cases under consideration.
- Prepare reports for the PRDOH regarding matters heard.

DELIVERABLES

González Law Service, P.S.C. will perform the services procured in a timely manner, including as key deliverables the following:

- Holds, presides over, and records administrative hearings of cases related to all CDBG-DR Programs.
- Analyzes the documents and determinations before holding the hearings and identifies the aspects to be considered in them.
- Collect, examine, and dispute data brought as evidence by the applicants, witnesses, and authorized representatives of the applicant and other program personnel.
- Determine the admissibility of the record of the additional evidence submitted by the parties.
- Listen to the recordings of the hearings that he/she presides over, review the evidence submitted by the parties to the dispute and examine the data in accordance with the law and procedure that regulates the CDBG-DR Program
- Prepares minutes and draft resolutions for the hearings he/she holds and submits them to the Secretary together with the evidence gathered for the final decision.
- Assist in the recommendation of immediate determinations to decision-making authorities before assuming legal postures.
- Identify policy compliance common to similar projects or services.
- Assist in the recommendation of permanent determinations.
- Monthly Reports of the status of the cases under his/her consideration.

CONCLUSION

González Law Service, PSC, respectfully submits this proposal for review by the Department of Housing of Puerto Rico, specifically the CDBG-DR program. We look forward to the opportunity of working together with the PRDOH and CDBG-DR in achieving their future goals with outstanding performance.



Edgar E. González Milán, Esq.
President
González Law Service, P.S.C.


Egm







SCOPE OF SERVICES

Small Purchase

Hearing Examiner Services

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

1. Introduction and Overview

The Puerto Rico Department of Housing (PRDOH) is issuing this Small Purchase (SP) to procure Hearing Examiner Services from qualified firms.

The PRDOH reserves the right, without limitations, to: (i) cancel this solicitation and reissue the Small Purchase or another version of it, if it deems that doing so is in the best interest of the Public Interest; and (ii) amend the contract(s) of the Selected Proposer to, among others, extend its original duration, as further explained in the Small Purchase Package, 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 Hearing Examiner Services requested herein.

The Procurement Division will review proposed prices received within the submission term and will verify the compliance of the submitted proposal with the requirements established in the Scope of Services. The Procurement Division may request clarifications in order to provide for a better understanding of the purchase requirements. The PRDOH reserves its right to negotiate proposal(s) received within the established submission term.

2. CDBG-DR Programs

A detailed description of the CDBG-DR Programs is included in the Action Plan approved by the U.S. Housing and Urban Development (HUD) on July 29, 2018, and subsequently amended. A complete copy of the Action Plan is available at www.cdbg-dr.pr.gov/action-plan. PRDOH currently administers twenty-eight (28) federally funded grant programs (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 Resilience 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 Program

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

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

3. Staff, Services and Tasks

This section defines the Hearing Examiner 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 Small Purchase 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 Proposer's involvement consists of conducting adjudicative proceedings on matters within the scope of the jurisdiction of the PRDOH and the CDBG-DR Programs and to resolve conflicts or disputes arising therefrom. The Hearing Examiner shall:

- Analyze, interpret and apply local, state and federal statutory and regulatory matters, including but not limited to:
 - o CDBG-DR guidelines and policy issues
 - o Federal and state procurement
 - o Federal and state contracting
 - o Low-income housing
 - o Infrastructure matters
 - o Ethics and compliance
- Evaluate the application and determinations of:
 - o Requests for waivers from local, state, and federal statutory requirements.
 - o Compliance by PRDOH with CDBG-DR regulations.
 - o Procurement Processes
 - o NOFA Processes
 - o Program-based Reconsiderations
 - o Appeals

3.1. Staff Requirements

The Proposer shall have or will secure, at its own expense, all personnel required in performing the services under the Hearing Examiner 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 added to the resulting contract without the written consent of the PRDOH.

3.1.1. Experience and Qualifications

The Proposer shall provide detailed information about his/her experience and qualifications, including degrees, certifications, licenses, and years of relevant experience. The Proposer shall demonstrate that he/she meets the desirable requirements listed below and have the necessary experience and knowledge to successfully implement and perform the tasks and services.

3.1.2. General Descriptions of the Position

The Proposer shall submit his/her planned level of effort, the anticipated duration of involvement, the on-site availability and his/her résumé. The Proposer should demonstrate the ability to adequately maintain agreed upon service levels throughout the life of the contract.

The following represents the general descriptions for the Hearing Examiner position:

Position	Requirements
Hearing Examiner	<ul style="list-style-type: none"> + Must have a Juris Doctorate. + Must have five (5) years of experience practicing law in the local and federal forums. + Must have one (1) year experience as hearing examiner, hearing officer, or administrative judge. + Experience in private law firm, in-house corporate office, and/or governmental agency. + Knowledge in Government affairs and regulations + Knowledge in governmental contracts and procurements + Knowledge in compliance with HUD regulations and specifically CDBG-DR regulations. + Must be a licensed Attorney at Law in good standing with the Supreme Court of Puerto Rico. + Must be fluent in the English and Spanish languages.


3.2. Services Requested

The interpretation of controversies and compliance under the CDBG-DR Programs require experience in certain areas of the law. The hiring of a Hearing Examiner to conduct adjudicative proceedings and resolve conflicts in disputes under the CDBG-DR Programs is imperative. The hearing examiner services to be contracted must establish their reasonableness and comply with the responsibility to provide a fair, impartial, and independent fact-finding and decision-making service within the CDBG-DR Programs. It is the intent of this Small Purchase to identify and make available to the PRDOH a qualified attorney capable of providing Hearing Examiner Services. The Proposer will assist the PRDOH in the timely, reliable, high quality hearing examiner services to support the CDBG-DR Programs. The Hearing Examiner must be able to accommodate the services on as-needed basis.

3.2.1. Specific Tasks

The following are the tasks that shall be performed by the Selected Proposer(s). 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 at the minimum, the following tasks:

- Conducts administrative hearings for a variety of matters related to CDBG-DR Programs, applying relevant federal, State, and local law.
- Receives, considers, and examines testimony and exhibits related to matters before his/her consideration.
- Applies the law to a particular set of facts, including the corresponding conclusions or recommendations.
- Evaluates the determination of waivers from local, state, and federal statutory requirements as necessary.
- Recommends appropriate measures to avoid noncompliance with policies under the CDBG-DR Programs.
- Stays informed of applicable federal and state compliance legislation, legislative trends, and applicable regulations in relation to federal funds.
- Considers statutory requirements and guidelines in making determinations.
- Enters findings, conclusions, and recommendations on matters referred to the Hearing Examiner by the PRDOH
- Prepares a case record.
- Prepares reports for PRDOH regarding matters heard.

The Proposer shall assist the PRDOH in proper management of information regarding compliance under the CDBG-DR Programs. The Proposer shall be capable to evaluate cases in matters related to state and federal regulations that apply to CDBG and CDBG-DR, Fair Housing Act, URA, Section 3, Abuse, Fraud and Waste, Conflict of Interest, procurement process review, real estate, land use, construction, property, environmental law issues, compliance and liability, insurance, negotiation of contracts, leases, bankruptcy, foreclosure and related issues, among others.

PRDOH will occasionally require the availability of the Proposer for short or immediate consideration.

The Proposer shall be bound by a strict code of ethics to preserve and protect both the established federal laws, rules, and regulations pertaining to CDBG-DR Programs and the rights of individuals.

4. Deliverables

Proposer shall outline the types of deliverables and timelines they produce, in performing the services being procured through this Small Purchase. At a minimum, the key deliverables to be provided shall include such items as:

- Holds, presides over, and records administrative hearings of cases related to all CDBG-DR Programs.
- Analyzes the documents and determinations before holding the hearings and identifies the aspects to be considered in them.
- Collect, examine, and dispute data brought as evidence by the applicants, witnesses, and authorized representatives of the applicant and other program personnel.
- Determine the admissibility of the record of the additional evidence submitted by the parties.
- Listen to the recordings of the hearings that he/she presides over, review the evidence submitted by the parties to the dispute and examine the data in accordance with the law and procedure that regulates the CDBG-DR Program
- Prepares minutes and draft resolutions for the hearings he/she holds and submits them to the Secretary together with the evidence gathered for the final decision.
- Assist in the recommendation of immediate determinations to decision-making authorities before assuming legal postures.

- Identify policy compliance common to similar projects or services.
- Assist in the recommendation of permanent determinations.
- Monthly Reports of the status of the cases under his/her consideration.

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

5. 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.

6. Award

The PRDOH reserves the right to award this Small Purchase to multiple proposers.

7. Term of Agreement

This Agreement shall be in effect and enforceable between the parties from the date of its execution. The Term of this Agreement will be for a performance period of twenty-four (24) months.

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

END OF SCOPE OF WORK

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

González Law Service, PSC
Supplier Entity Name

[Signature]
Supplier Authorized Representative Signature

Edgar E. González Milán
Supplier Authorized Representative Printed Name

Sept 19, 2020
Date



COST FORM
SMALL PURCHASE
Hearing Examiner Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing

Name of Supplier: González Law Service, PSC

Position	Quantity [A]	Hourly Rate [B]	Hours Per Month Per Resource [C]	Monthly Estimated Cost = [A x B] x [C]
Hearing Examiner	1	\$90.00	35	\$3150

Total Monthly Estimated Cost **\$3,150.00**

Total Cost (24 months) **\$75,600.00**

Notes on Cost Form:

- 1) Hourly Rate includes overhead, profit, royalties, reimbursements, as well as any other additional fees and administrative costs applicable to the services. Additional fees and administrative costs considered taxes, fringe benefits, travel expenses, among others.
- 2) Services will be provided on an on-call basis by the contractor. Therefore, there could be months where the estimated monthly cost is less or more than that stated in the estimate. 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.
- 3) Estimated costs for the Hearing Examiner should not be interpreted as a cap of costs or hours that may be invoiced for the position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.
- 4) The Hourly Rate was estimated based on positions with equivalent legal education and years of experience.

Supplier's Authorized Representative Signature

Date

Edgar E. Gozález Milán

Supplier's Authorized Representative Printed Name



ATTACHMENT E PERFORMANCE REQUIREMENTS

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

Tasks Assignments

The contractor shall assist the PRDOH in the timely, reliable, high quality hearing examiner services for the CDBG-DR Programs. The contractor will be directly responsible for ensuring the accuracy, timelines, and completion of all tasks assigned under the contract. The contract will be based on specific task orders requested by the PRDOH. The contractor's key personnel must be able to accommodate the services on an **as-needed basis**. The information listed in Sections 3, 3.2.1, and 4 of the Attachment C (**Scope of Services**) of this contract, serves as a guide of potential services, tasks, and deliverables that might be requested by the PRDOH and expected from the contractor to deliver.

The scope of the contractor's services consists of conducting adjudicative proceedings on matters within the scope of the jurisdiction of the PRDOH and the CDBG-DR Programs and to resolve conflicts or disputes arising therefrom. The contractor must comply with the responsibility to provide a fair, impartial, and independent fact-finding and decision-making service with the CDBG-DR Programs. In general, the hearing examiner services to be provided may include conducting administrative hearings, the analysis, interpretation and application of local, state and federal statutory and regulatory matters, making determinations and recommendations, as well as findings and conclusions, and preparing case records and reports to the PRDOH.

The due date for the completion of each task will depend on its nature. The timeframe for conducting administrative hearings and delivering written determinations after a matter has been evaluated will be as established on 3 L.P.R.A. § 9601, et seq., as amended, known as the Commonwealth of Puerto Rico Uniform Administrative Procedures Act and Regulation No. 4953, Regulation to regulate the Formal Adjudication Process in the Department of Housing and Related Agencies, as may be amended or superseded from time to time.

In the event that the term of the agreement between contractor and PRDOH expires after the contractor has held an administrative hearing but before issuing a final decision regarding the subject matter, contractor must issue the corresponding decision in accordance with the terms and conditions of this contract. In such cases, the contractor shall be entitled only to be compensated for the work carried out for that purpose, at the hourly rate agreed upon on this contract.

Monthly Reports

The contractor shall prepare and submit monthly reports to PRDOH detailing the status of all cases, including a calendar of scheduled hearings for the following month.

Staff Requirements and Tasks Performance

The contractor shall ensure, at its expense, all personnel required for the proper performance of the services and tasks requested under the contract. The contractor shall provide competent and fully qualified staff, authorized under federal, state, and local law to perform the services requested under the contract. The PRDOH reserves the right to request the removal of any of the contractor's staff member that shows substandard performance.

The contractor shall observe the principles of excellence and honesty that cover his profession, in addition to the ethical standards or rules of the Association or College of which he is a member and that regulate his profession, per Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

Meetings

The PRDOH's Legal Division may schedule periodic meetings with the contractor to discuss task status, compliance with contract terms and timely completion of the required tasks, among other matters. The PRDOH's Legal Division may 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.

Liquidated Damages

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 the contract, the PRDOH may impose sanctions against the contractor. 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 \$5,000.00. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of 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 two (2) days after the initial petition date ends, shall be observed. The PRDOH may deduct and retain out of the monies that may be 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 formula above, the contractor shall be liable to pay the difference.



OSPA
Amended
Small Purchase
Hearing Examiner Services
Community Development Block Grant – Disaster Recovery
Puerto Rico Department of Housing
Secretary for Legal Affairs
Insurance Section

SPECIAL INSURANCE AND BONDING SPECIFICATIONS
FOR PROFESIONAL SERVICES

DESCRIPTION OF THE SERVICES: Hearing Examiner Services

A. The contractor 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

COVERAGE	LIMIT
I. Commercial General Liability:	\$1,000,000.00
• General Aggregate	\$2,000,000.00
• Products & Complete Operations	\$1,000,000.00
• Personal Injury & Advertising	\$1,000,000.00
• Each Occurrence	\$1,000,000.00
• Fire Damage	\$100,000.00 (Any one Fire)
• Medical Expense	\$10,000.00 (Any one person)
II. Employer's Liability Stop Gap:	
• Bodily Injury by Accident Each Employee	\$1,000,000.00

COVERAGE	LIMIT
Each Accident	\$1,000,000.00
• Bodily Injury by Disease	
Each Employee	\$1,000,000.00
Each Accident	\$1,000,000.00

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

LIMIT
• Auto Liability - \$1,000,000.00
• Physical Damages - \$1,000,000.00
• Medical Payments - \$10,000.00
The Commercial Auto cover must be applied to the following symbols:
• Liability Coverage -1
• Physical Damages – 2 and 8
• Hired – Borrowed Auto - 8
• Non-Owned Auto Liability - 9

4. (X) 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 \$3,000,000

(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 - \$1,000,000.00

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

(X) a. Breach of warranty

(X) b. Waiver and / or Release of Subrogation

- (X) c. Additional Insured Clause
- (X) d. Hold Harmless Agreement
- (X) e. 30 Days Cancellation Clause

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

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.

DESCRIPTION OF THE SERVICES:

Hearing Examiner Services

November 10, 2020

Date

Arlyn Rodríguez Fuentes

Arlyn Rodríguez Fuentes
Insurance Section
Secretary for Legal Affairs

Egm
Egm

CF
CF

HUD GENERAL PROVISIONS

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

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

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

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

2. STATUTORY AND REGULATORY COMPLIANCE

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

3. BREACH OF CONTRACT TERMS

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

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

4. REPORTING REQUIREMENTS

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

5. ACCESS TO RECORDS

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

6. MAINTENANCE/RETENTION OF RECORDS

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

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

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

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

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

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

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

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

11. SECTION 504 OF THE REHABILITATION ACT OF 1973

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

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

12. AGE DISCRIMINATION ACT OF 1975

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

13. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

14. CONFLICTS OF INTEREST

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

15. SUBCONTRACTING

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

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

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

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

16. ASSIGNABILITY

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

17. INDEMNIFICATION

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

18. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

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

19. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

20. DAVIS-BACON ACT

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

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

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

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

21. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

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

22. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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

23. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

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

Equal Opportunity for Workers with Disabilities:

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

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

24. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

25. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

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

26. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

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

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

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

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

27. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

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

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

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

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

28. BONDING REQUIREMENTS

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

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

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

29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

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

7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian 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).

~~Egm~~
Egm
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.

~~Egm~~
Egm
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.

34. PERSONNEL

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

35. WITHHOLDING OF WAGES

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

36. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

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

37. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

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

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

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

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).









Hearing Examiner Services Contract

Final Audit Report

2020-11-12

Created:	2020-11-11
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADkkkgw7KUjaSssiZawqbHwyv4hc68358

"Hearing Examiner Services Contract" History

-  Document created by Radames Comas Segarra (rcomas@vivienda.pr.gov)
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Signature Date: 2020-11-12 - 2:06:48 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2020-11-12 - 2:06:48 PM GMT