

#### AMENDMENT D

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

#### AMENDMENT D TO AGREEMENT FOR **PUBLIC RELATIONS SERVICES BETWEEN THE** PUERTO RICO DEPARTMENT OF HOUSING **AND** PUBLICIDAD TERE SUÁREZ, LLC

Contract No. 2019-DR0002







THIS AMENDMENT D TO AGREEMENT FOR PUBLIC RELATIONS SERVICES, (hereinafter referred to as the "Amendment D") is entered in San Juan, Puerto Rico, this <sup>28</sup> day of , 2021, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, "PRDOH"), a public agency created under Law No. 97 of June 10, 1972, as amended, 3 L.P.R.A. § 441 et seq., known as the "Department of Housing Governing Act" (hereinafter, "Organic Act"), with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by its Secretary, Hon. William O. Rodríguez Rodríguez, attorney, of legal age, single, and resident of San Juan, Puerto Rico; and PUBLICIDAD TERE SUÁREZ, LLC (hereinafter, the "CONTRACTOR"), with principal offices in Escorial Ave., Building 18, Mario Julia Ind. Park, San Juan, Puerto Rico, 00920, herein represented by Teresa Suárez Castro, in her capacity as President, of legal age, married, and resident of Guaynabo, Puerto Rico, duly authorized by Resolution by the CONTRACTOR (collectively, the "Parties").

#### I. **RECITALS AND GENERAL AWARD INFORMATION**

WHEREAS, on May 8, 2019, the Parties entered into an Agreement for Public Relations Services for a period of twenty four (24) months from the day of its execution, ending on May 9, 2021, registered as Contract Number 2019-DR0002 (hereinafter, "the Agreement").

WHEREAS, the PRDOH and the CONTRACTOR, agreed that, for allowable services during the term of the Agreement, PRDOH would pay a maximum amount not to exceed FIVE MILLION ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$5,133,560.00) to the CONTRACTOR, from Account: R01A01ADM-DOH-NA 4190-10-000.

WHEREAS, as per Article XXXIII of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, the Agreement was amended on September 19, 2019 through Amendment A, registered as Contract No. 2019-DR0002A, to replace Attachment D ("Exhibit P Cost Form") and to conform the Agreement to federal, state and local regulations and statutes. Neither the amount, account nor period of performance were modified in Amendment A.

WHEREAS, the Agreement was amended on September 11, 2020 through Amendment B, registered as Contract No. 2019-DR0002B, to clarify that the CONTRACTOR could continue to perform the tasks set forth in **Attachment C** ("Scope of Services") to activities leading to development and approval of the Action Plan for the Community Development Block Grant for Mitigation (CBDG-MIT). Neither the amount, account, nor period of performance were modified in Amendment B.

WHEREAS, the Agreement was amended on February 12, 2021 through Amendment C, registered as Contract No. 2019-DR0002C, to implement a new staff organization to maximize CONTRACTOR'S efforts to a more productive, cost-efficient, and creative output. Amendment C replaced the Key Staff of the Attachment C ("Scope of Services") and the Attachment D ("Exhibit P Cost Form"). The reorganization did not entail an alteration to the original amount of the Agreement. However, it did require a budget restructuration in order to implement and execute the CBDG-DR Programs proposed media campaign. Amendment C also extended the performance period until July 31, 2021.

WHEREAS, the Parties wish to amend the Agreement to extend the period of performance and to increase the total amount of the Agreement by an additional THREE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND ZERO CENTS (\$3,197,749.00), for an adjusted total amount of EIGHT MILLION THREE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED NINE DOLLARS AND ZERO CENTS (\$8,331,309.00). (See Attachment I of this Amendment D).

WHEREAS, this Amendment D also amends the Key Staff in Attachment C ("Scope of Services") and replaces Attachment D ("Exhibit P Cost Form") and Attachment G ("HUD General Provisions"), and includes a new Attachment H ("Contractor Certification Requirement").

**WHEREAS**, this Amendment D also conforms the Agreement to federal, state, and local regulations and statutes.

**WHEREAS**, this Amendment D is not intended to affect, nor does it constitute an extinctive novation of the obligations of the Parties under the Agreement but is rather a modification and amendment of certain terms and conditions under the Agreement.

**WHEREAS**, the PRDOH has the legal power and authority, in accordance with its enabling statute, the Organic Act, the Federal laws, and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this Amendment D.

**WHEREAS**, the CONTRACTOR has duly adopted Resolutions dated March 20, 2019, authorizing its Authorized Representative, Teresa Suárez Castro, to enter into the Agreement and this Amendment D.

**WHEREAS**, by signing this Amendment D the CONTRACTOR assures PRDOH that CONTRACTOR shall comply with all the requirements described herein.

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

#### II. AMENDMENTS:

- A. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace the Key Personnel in **Attachment C** ("Scope of Services") of the Agreement. (See **Attachment II** of this Amendment D).
- B. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment D** ("Exhibit P Cost Form") of the Agreement. (See **Attachment III** of this Amendment D).
- C. The Parties agree to amend **Article I. TYPE OF CONTRACT** to replace **Attachment G** ("HUD General Provisions") of the Agreement. (See **Attachment IV** of this Amendment D).





- D. The Parties agree to amend **Article I. TYPE OF CONTRACT** to include new **Attachment H** ("Contractor Certification Requirement"). **Attachment H** is hereby included to the Agreement in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Officer (or another official with an equivalent position or authority to issue such certifications). (See **Attachment V** of this Amendment D).
- E. The parties agree to amend **Article II. TERM OF AGREEMENT**, **Paragraph A** to extend the term of the Agreement with the following:
  - A. This Agreement shall be in effect and enforceable between the Parties from the date of its execution. The term of the original Agreement was for a performance period of **twenty four (24) months**, ending on May 9, 2021. Through Amendment C, registered as Contract No. 2020-DR0016C, the Parties agreed to extend the period of performance for a period of performance until July 31, 2021. The Parties hereby agree to extend the period of performance for an additional period of performance of **twelve (12) months**, starting on August 1, 2021 and ending on July 31, 2022.
- F. The Parties agree to replace Article IV. COMPENSATION AND PAYMENT, Paragraph B with the following:
  - **B.** The PRDOH will pay the CONTRACTOR, for allowable services performed during the term of this Agreement, a maximum amount not to exceed **EIGHT MILLION FIVE HUNDRED FIVE THOUSAND TWENTY-FIVE DOLLARS AND ZERO CENTS** (\$8,331,309.00), from Accounts: R01A01ADM-DOH-NA 4190-10-000 and R02A01ADM-DOH-LM 4190-10-000.
- G. The Parties agree to add new Paragraph E in **Article VIII. DOCUMENTATION AND RECORDKEEPING** with the following:
  - **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.
- H. The Parties agree to replace **Article XI. PENALTIES AND LIQUIDATED DAMAGES, Section A. Penalties, Paragraph 1** with the following:
  - 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.





1. The Parties agree to replace Article XV. FORCE MAJEURE with the following:

#### XV. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, pandemic officially declared by the Government of Puerto Rico, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any Force Majeure including inclement weather, herein collectively referred to as Force Majeure during the term of this Agreement, neither the PRDOH nor the CONTRACTOR shall be liable to the other party for nonperformance during the conditions created by such event.

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

J. The Parties agree to replace Article XX. SECTION 3 CLAUSE as follows:

#### XX. 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 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- **C**. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- **D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations





in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

- **E.** The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
- **F.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- **G.** Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (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 Section7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section7(b).
- I. The Contractor agrees to submit, and shall require its subcontractors to submit to them, quarterly reports to the PRDOH detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.
- K. The Parties agree to amend the introduction of **Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS** as follows:

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

L. The Parties agree to amend Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS to add new Paragraph L as follows:





- L. **Ethics.** The CONTRACTOR also acknowledges receipt of the Anticorruption Code for the New Puerto Rico known in Spanish as "Código Anticorrupción para el Nuevo Puerto Rico".
- M. The Parties agree to amend Article XXI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS to add new Paragraph M and Paragraph N as follows:
  - 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.
- N. The Parties agree to replace **Article XXVIII. COMPLIANCE WITH FEDERAL LAW**, **REGULATIONS**, & **EXECUTIVE ORDERS** with the following:

## XXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

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

O. The Parties agree to replace Article XXXIX. COUNTERPARTS as follows:

#### XXXIX. 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.

P. The Parties agree to replace and rename Article XLV. ACT NO. 18 OF OCTOBER 30, 1975 as follows:





## XLV. 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.

Q. The Parties agree to replace Article XLVI. 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) with the following:

XLVI. MEMORANDUM NO. 2017-0012021-003; CIRCULAR LETTER 141-17001-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- A. Interagency Services Clause: Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (Secretaría de la Gobernación). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities and corporations and the Office of the Governor.
- B. Termination Clause: The Chief of Staff (Secretario de la Gobernación) of the Governor shall have the power to terminate this Agreement at any time.
- C. Contract Review Policy of the Financial Supervision and Administration Board for Puerto Rico: The parties acknowledge that the contractor has submitted the certification entitled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board (FOMB) for Puerto Rico, effective as of November 6, 2017 as amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor's Certification Requirement" is included as **Attachment H** to this contract.





R. The Parties agree to replace and rename Article XLVII. ACT NO. 168 of August 12, 0000 as follows:

XLVII. 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."

S. The Parties agree to include new Article LVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO) as follows:

LVI. MEMORANDUM NO. 2021-029; CIRCULAR LETTER NO. 013-2021 OF THE OFFICE OF THE CHIEF OF STAFF OF THE GOVERNOR (SECRETARÍA DE LA GOBERNACIÓN) & THE OFFICE OF MANAGEMENT AND BUDGET (OFICINA DE GERENCIA Y PRESUPUESTO)

- **A.** The PRDOH certifies that the CONTRACTOR was selected as the provider of the services described in this agreement, pursuant to OE 2021-029.
- **B.** The Parties certify that they acknowledge the provisions stated in OE 2021-029 and CC 013-2021. Any failure to comply with the requirements set forth in OE 2021-029 and CC 013-2021 will result in the termination of this agreement.
- C. The CONTRACTOR certifies that it has informed PRDOH of any current contractual relationship with any government entities of the Government of Puerto Rico. The CONTRACTOR certifies that said entities are all the entities of the Government of Puerto Rico with which they maintain a contractual relationship. In addition, the CONTRACTOR recognizes and accepts that omitting any information regarding any current contractual relationship with any governmental entity could result in the termination of this agreement if so required by PRDOH.
- D. The CONTRACTOR certifies that it has informed the PRDOH whether or not the entity is a public corporation whose shares are exchanged in a stock exchange properly regulated. In the event that the CONTRACTOR certifies that it is not a public corporation that exchanges shares in a stock change, the CONTRACTOR certifies it has completed the applicable certification as stated in CC-013-2021.
- T. The Parties agree to replace **Article LVII. SURVIVAL OF TERMS AND CONDITIONS** with the following:

#### LVII. 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; ownership and intellectual





property, copyright; records retention methods and time requirements; inspection, monitoring and audit; confidentiality; public records; indemnification and liability; infringement of intellectual property rights; independent contractor relationship; compliance with laws; notices; choice of law and venue; severability; dispute resolution; consolidations, merger, change of name, and dissolution. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Agreement shall so survive.

U. All other terms and conditions of the Agreement, as amended, remain unchanged.

#### III. HEADINGS

The titles to the paragraphs of this Amendment D 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 Amendment D.

#### IV. FEDERAL FUNDING

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

#### V. COMPLIANCE WITH LAW

It is the intention and understanding of the Parties hereto that each and every provision of law required to be inserted in the Agreement, as amended, should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein or is not inserted in correct form, then the Agreement, as amended, shall forthwith, upon the application of any Party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of any Party.

#### VI. SUBROGATION

The Contractor acknowledges that funds provided through the Agreement, as amended, are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by the Agreement, as amended, are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, the Contractor shall promptly return any and all funds to the PRDOH, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of the Agreement, as amended.

#### VII. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Amendment D to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this Amendment D and any subsequent amendment hereto. The services object of this Amendment D may not be invoiced or paid until this Amendment D has been registered by the PRDOH at the Comptroller's Office, pursuant to Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

#### VIII. ENTIRE AGREEMENT

The Agreement and this Amendment D constitute the entire agreement among the Parties for the use of funds received under the Agreement, as amended, and it





supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties with respect to the Agreement, as amended.

#### IX. SEVERABILITY

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

#### X. COUNTERPARTS

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

#### XI. SURVIVAL OF TERMS AND CONDITIONS

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

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

PUERTO RICO DEPARTMENT OF HOUSING

PUBLICIDAD TERE SUÁREZ, LLC

Hon. William O. Rodríguez Rodríguez, Esq.

<u> William O. Rodríguez Rodríguez</u>

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

Teresa Suárez Castro President

DUNS No. 044418577







July 20, 2021

Maytte Texidor, Esq. CDBG-DR Legal Director

Hon. William O. Rodríguez

Secretary

Maretzie Díaz, Esa.

Disaster Recovery Deputy Secretary

Visto∕Bueno 21 de julio de 2021





Request for Amendment to extend the Agreement for Public Relation Services between the Puerto Rico Department of Housing and Publicidad Tere Suárez / Contract No. 2019-DR0002

The PRDOH and the Contractor entered into an Agreement, which was registered under Contract No. 2019-DR0002, for the performance of public relations services in connection with the CBDG-DR Program (the "Agreement"). The Agreement has gone under different amendments clarified herein.

On September 19, 2019 through Amendment A, registered as Contract No. 2019-DR0002A, to replace Attachment D: Exhibit P Cost Form as well as to conform the Agreement to federal, state, and local regulations and statues. Neither the amount, account, nor period of performance were modified in Amendment A.

On September 11, 2020 through Amendment B, registered as Contract No. 2019-DR0002B, to clarify that the Contractor could continue to perform tasks contained in its Scope of Services, included as Attachment C of the Agreement extensive to activities leading to development and approval of the Action Plan for the Community Development Block Grant for Mitigation (CBDG-MIT). Neither the amount, account, nor period of performance were modified in Amendment

On February 12, 2021, through Amendment C, registered as Contract No. 2019-DR0002C to implement a new staff organization to maximize Contractors efforts to a more productive, cost-efficient, and creative output. This Amendment C replaced the Key Staff of the Attachment C (Scope of Services) and Attachment D: Exhibit P Cost Form. The reorganization did not entail an alteration to the original amount of the contract. However, it did require a budget restructuration in order to implement and execute the CBDG-DR Programs proposed media campaign. The agreement extended the performance period until July 31, 2021.

This memorandum proposes that an Amendment D is executed to extend the contract for another year, beginning on August 1, 2021, and ending July 31 of

Barbosa Ave. #606, Building Juan C. Cordero Dávila, Río Piedras, PR 00918 | PO Box 21365 San Juan, PR 00928-1365 Tel. (787) 274-2527 | <u>www.vivienda.pr.gov</u>

CDBG-DR Program

Request for Amendment to extend the Agreement for Public Relation Services between the Puerto Rico Department of Housing and Publicidad Tere Suárez / Contract No. 2019-DR0002

2022. This proposed Amendment will include a new staff reorganization with minor changes in rates and hours with one new position. In addition, the proposed Amendment will increase the budget for \$3,197,749.00 for the period of one year, and the total amount of the contract will not exceed \$8,331,309.00.

#### Attachments:

- 1. Exhibit 1 Exhibit C Key Personnel
- 2. Exhibit 2 Exhibit P Cost Form







# EXHIBIT C KEY PERSONNEL

#### PUBLICIDAD TERE SUÁREZ, LLC.

#### I. Roles & Description:



Role

#### **Description**



#### **Creative Strategist Director**

- Develop a cohesive creative campaigns for PRDOH
- Manage & supervise creative team
- Ensure creativity of all projects
- Lead brainstorming sessions
- Shape brand standards
- Generate creative ideas
- Create visually communicative designs
- Manage projects and works within a budget
- Responsible to actively manage Communication Master Log tool and make status updates in a daily basis
- Oversees the operational planning, establishment, execution and evaluates activities
- Creative Direction for campaigns and production

#### **General Manager**

- Oversees PRDOH operational planning, establishment, execution and evaluates activities
- Serves as the Point of Contact (POC), Project Manager & liaison with PRDOH on operational matters
- Provides day to technical guidance and leadership as appropriate to the area of expertise
- Handles all administrative aspect of activities & strategies

Strategic Comm. Achiever	<ul> <li>Responsible for strategist ideas,</li> <li>Gather key business and user insights for a long-term vision of the objectives.</li> <li>Set goals, determine actions to achieve goals, and mobilize resources to execute actions.</li> <li>Design and implement marketing strategies aligned with PRDOH targets.</li> </ul>
Strategic Media Director	<ul> <li>Responsible for the design and implementing social and traditional media (offline and online) strategy to align with PR DOH goals.</li> <li>Setting specific objectives. Working with Department teams to evaluate and approve opportunity to growth in the market.</li> <li>Build and maintain good relationship with media outlets.</li> <li>Control costs to maximize revenue.</li> <li>Media negotiations.</li> <li>Budget for long term planning.</li> <li>Innovative strategies to boost creative campaign and ensure profitability.</li> <li>Supervise media plan focusing on the longerterm objectives with response to metrics identifying and understanding target audiences. Strategist ideas for a long-term vision of the objectives.</li> </ul>
Senior Account Executive	<ul> <li>Handles all aspects of different PRDOH outreach activities and strategies in order to manage public image</li> <li>Draft &amp; distributes press releases, fact sheets &amp; media invites</li> <li>Address concerns and responds to issues and conflicts as they arise</li> <li>Support the handles of all administrative aspect of activities &amp; strategies</li> </ul>
PR Senior Account Executive	<ul> <li>Handles all aspects of different PR activities and strategies in order to manage PRDOH public image</li> <li>Draft &amp; distributes press releases, fact sheets &amp; media invites</li> <li>Address concerns and responds to issues and conflicts (crisis management)</li> </ul>
Media Planner/ Buyer	<ul> <li>Produce action plans for advertising campaigns from pre-defined marketing objectives.</li> </ul>





- Page 3 / 5
- Select media platforms that best suit PRDOH the brand that will be advertised.
- Produce financial and media plans and forecasts.
- Analyze data and design strategies to reach target audience in the most effective way.
- Determining the most effective media mix to display ads.
- Coordinate, monitor and evaluate media campaigns and strategies
- Negotiate the best media rates and purchase the media.
- Digital and media reports
- Review actual expenses vs approved budget

#### Translator I Editor

- Responsible for taking a client's advertising brief and generating original copy ideas that grab the attention of the target audience.
- Create straplines, slogans, body copy, jingles, and scripts.
- Research I Edit I Proofread and translate content
- Adhere to requisite linguistic guidelines
- Work with in-house teams, communicate & provide feedback
- Identify any content that requires rewriting
- Enhance translation and flow
- Create posts to attract customers
- Assist with the FB monitoring & community management

#### **Digital Copy**

- Responsible for creating writing publishing and administering content that is up to date with all program developments on all social media platforms, such as Facebook, Instagram, and Twitter, to build an audience and ensure customer engagement.
- Monitor site metrics, respond to reader comments, and oversee creative design.
- Formulation of responses for validation with PRDOH.
- Design and implement social media strategy to align with PRDOH goals.
- Setting specific objectives.
- Develop, compile implement and maintain and updated social media calendar





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- Creative direction from the social media point of view in video production
- Assist the Production Team

#### **Social Graphic Designer**

- Produce online graphic content I Pages
- Design graphic material and attracts consumers via social media.
- Produce content to be posted online.
- Increase traffic and appeal to target audiences.
- Design and create posts and pages to attract customers.
- Use programming skills to build pages and applications
- Assist Graphic Designer with any support they may need in designs
- Assist the Production Team Enhance translation and flow

#### **Art Director I Editor**

- Illustrates concepts by designing rough layout of art and copy
- Create visually communicative designs
- Coordinate with outside partners all art, designs, graphics, and aesthetic concepts
- Postproduction of film in a creative way
- Responsible for editing and assembling recorded raw material into a suitable, finished product ready for broadcasting. The material may include camera footage, dialogue, sound effects, graphics, and special effects.
- Responsible for recording live events and smallscale video productions editing and assembling video raw material

#### Video | Editor | Photo

- Illustrates concepts by designing rough layout of art and copy
- Create visually communicative designs
- Coordinate with outside partners all art, designs, graphics, and aesthetic concepts
- Postproduction of film in a creative way
- Responsible for editing and assembling recorded raw material into a suitable, finished product ready for broadcasting. The material may include camera footage, dialogue, sound effects, graphics, and special effects.





	<ul> <li>Responsible for recording live events and small- scale video productions editing and assembling video raw material</li> </ul>
Graphic Designer	<ul> <li>Responsible for conceptualizing visuals based on requirements</li> <li>Creating images and layouts by hand or using design software</li> <li>Testing graphics across various media</li> </ul>
Community Manager	<ul> <li>Responsible for managing the FB page on a daily basis</li> <li>Responds to comments and customer queries in a timely manner.</li> <li>Engage with potential customers and build relationships with existing ones.</li> <li>Focus on gauging sentiment around the brand, using social listening tools in order to monitor feedback and engagement.</li> <li>Create and update an FAQ's master document.</li> </ul>
Traffic Manager	<ul> <li>Responsible for managing the flow of work to ensure that jobs are completed on time for publication or broadcast.</li> <li>Assign design and programming staff their tasks. Re-prioritize tasks as needed.</li> <li>Manage staff deadlines</li> <li>Follow up with staff where needed to keep them accountable.</li> <li>Ensure that ads are completed within budget</li> <li>Prepare budget estimates I Daily schedules</li> <li>Build and maintain good relationship with suppliers</li> <li>Supervise signage and other printing materials</li> </ul>
Assistant	<ul> <li>Supervise social media content, press releases and emails in conjunction with PRDOH</li> <li>Receive briefs and open jobs on the system for a proper follow up</li> <li>Prepares report &amp; presentations</li> <li>Supports Group as needed</li> </ul>

#### END OF DOCUMENT







#### Exhibit P COST FORM

Request for Proposals
Public Relations Services
Community Development Block Grant – Disaster Recovery
CDBG-DR-RFP-2018-08

Name of Proposer:

Publicidad Tere Suárez LLC

AND ADMIN	IISTRATION	(MAXIM	IUM PER MONTH)
Qty. of Resources [A]	Max. Hours Per Month Per Resource [B]	Rate Per Hour [C]	Max. Monthly Cost [D = A x B x C]
1	20	\$150.00	\$3,000.00
1	120	\$150.00	\$18,000.00
1	20	\$150.00	\$3,000.00
1	20	\$150.00	\$3,000.00
1	173	\$90.00	\$15,570.00
1	55	\$90.00	\$4,950.00
1	80	\$70.00	\$5,600.00
1	90	\$85.00	\$7,650.00
1	50	\$85.00	\$4,250.00
1	50	\$100.00	\$5,000.00
1	140	\$100.00	\$14,000.00
1	115	\$55.00	\$6,325.00
1	70	\$75.00	\$5,250.00
1	50	\$55.00	\$2,750.00
2	173	\$85.00	\$29,410.00
1	150	\$65.00	\$9,750.00
1	85	\$45.00	\$3,825.00
1	8	\$35.00	\$280.00
- Staff			[A] \$2,263,061.00
of 12 Months			[B] \$141,610.00
nths			[C] \$1,699,320.00
2 Months	opper year well as Albertal Region of Charles and Albertal and Albertal and Albertal and Albertal and Albertal		[D]=A+C \$3,962,381.00
ditional Service	es & Commissions	- 30 Months	[E] \$2,696, <b>783</b> .00
	Qty. of Resources [ A ]  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Resources	Qty. of Resources [A]         Max. Hours Per Resource [B]         Rate Per Hour [C]           1         20         \$150.00           1         120         \$150.00           1         20         \$150.00           1         20         \$150.00           1         20         \$150.00           1         173         \$90.00           1         55         \$90.00           1         80         \$70.00           1         90         \$85.00           1         50         \$100.00           1         140         \$100.00           1         150         \$55.00           1         70         \$75.00           2         173         \$85.00           1         85         \$45.00           1         8         \$35.00    -Stoff  of 12 Months





Exhibit J – Cost Form CDBG-DR-RFP-2018-04 Community Development Block Grant – Disaster Recovery Page 2 of 2

Estimated Allowance for Additional Services & Commissions for 12 Months	[F] \$1,672,145.00
Total Allowance for Additional Services & Commissions for 42 Months	[G]=E+F \$4,368,928.00
	ranning or facility of the management and the plant of the property of the pro
Not to exceed contract	[H]=D+G \$8,331,309.00

#### **Notes on Proposal Cost**

- (1) The Total Proposal Cost represents the potential total cost for the services, including the contract allowance for additional services as indicated in the Scope of Services.
- (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) The Rate per Hour cost includes fringe benefits, travel, general and administrative, among other overhead costs and profit related to the positions referenced. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- (4) Estimated costs for each position should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.

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# EXHIBIT C KEY PERSONNEL

#### PUBLICIDAD TERE SUÁREZ, LLC.

#### I. Roles & Description:



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#### **Creative Strategist Director**

Role

- Develop a cohesive creative campaigns for PRDOH
- Manage & supervise creative team
- Ensure creativity of all projects
- Lead brainstorming sessions
- Shape brand standards
- Generate creative ideas
- Create visually communicative designs
- Manage projects and works within a budget
- Responsible to actively manage Communication Master Log tool and make status updates in a daily basis
- Oversees the operational planning, establishment, execution and evaluates activities
- Creative Direction for campaigns and production

#### **General Manager**

- Oversees PRDOH operational planning, establishment, execution and evaluates activities
- Serves as the Point of Contact (POC), Project Manager & liaison with PRDOH on operational matters
- Provides day to technical guidance and leadership as appropriate to the area of expertise
- Handles all administrative aspect of activities & strategies

Strategic Comm.	Responsible for strategist ideas,
Achiever	<ul> <li>Gather key business and user insights for a long-</li> </ul>
	term vision of the objectives.
	<ul> <li>Set goals, determine actions to achieve goals,</li> </ul>
	and mobilize resources to execute actions.
	<ul> <li>Design and implement marketing strategies</li> </ul>
	aligned with PRDOH targets.
Strategic Media Director	<ul> <li>Responsible for the design and implementing social and traditional media (offline and online)</li> </ul>
	strategy to align with PR DOH goals.
	<ul> <li>Setting specific objectives. Working with</li> </ul>
	Department teams to evaluate and approve
	opportunity to growth in the market.
	Build and maintain good relationship with
	media outlets.
	<ul> <li>Control costs to maximize revenue.</li> </ul>
	<ul> <li>Media negotiations.</li> </ul>
	Budget for long term planning.
	<ul> <li>Innovative strategies to boost creative</li> </ul>
	campaign and ensure profitability.
	Supervise media plan focusing on the longer-
	term objectives with response to metrics
	identifying and understanding target
	audiences. Strategist ideas for a long-term vision
	of the objectives.
Senior Account Executive	<ul> <li>Handles all aspects of different PRDOH</li> </ul>
	outreach activities and strategies in order to
	manage public image
	<ul> <li>Draft &amp; distributes press releases, fact sheets &amp;</li> </ul>
	media invites
	<ul> <li>Address concerns and responds to issues and</li> </ul>
	conflicts as they arise
	<ul> <li>Support the handles of all administrative aspect</li> </ul>
	of activities & strategies
PR Senior Account	Handles all aspects of different PR activities and
Executive	strategies in order to manage PRDOH public
	image
	<ul> <li>Draft &amp; distributes press releases, fact sheets &amp;</li> </ul>
	media invites
	<ul> <li>Address concerns and responds to issues and</li> </ul>
	conflicts (crisis management)
Media Planner/ Buyer	Produce action plans for advertising campaigns from pre-defined marketing objectives.





- Select media platforms that best suit PRDOH the brand that will be advertised.
- Produce financial and media plans and forecasts.
- Analyze data and design strategies to reach target audience in the most effective way.
- Determining the most effective media mix to display ads.
- Coordinate, monitor and evaluate media campaigns and strategies
- Negotiate the best media rates and purchase the media.
- Digital and media reports
- Review actual expenses vs approved budget

#### Translator | Editor

- Responsible for taking a client's advertising brief and generating original copy ideas that grab the attention of the target audience.
- Create straplines, slogans, body copy, jingles, and scripts.
- Research I Edit I Proofread and translate content
- Adhere to requisite linguistic guidelines
- Work with in-house teams, communicate & provide feedback
- Identify any content that requires rewriting
- Enhance translation and flow
- Create posts to attract customers
- Assist with the FB monitoring & community management

#### **Digital Copy**

- Responsible for creating writing publishing and administering content that is up to date with all program developments on all social media platforms, such as Facebook, Instagram, and Twitter, to build an audience and ensure customer engagement.
- Monitor site metrics, respond to reader comments, and oversee creative design.
- Formulation of responses for validation with PRDOH.
- Design and implement social media strategy to align with PRDOH goals.
- Setting specific objectives.
- Develop, compile implement and maintain and updated social media calendar





	<ul> <li>Creative direction from the social media point of view in video production</li> <li>Assist the Production Team</li> </ul>
Social Graphic Designer	<ul> <li>Produce online graphic content I Pages</li> <li>Design graphic material and attracts consumers via social media.</li> <li>Produce content to be posted online.</li> <li>Increase traffic and appeal to target audiences.</li> <li>Design and create posts and pages to attract customers.</li> <li>Use programming skills to build pages and applications</li> <li>Assist Graphic Designer with any support they may need in designs</li> <li>Assist the Production Team Enhance translation and flow</li> </ul>
Art Director I Editor	<ul> <li>Illustrates concepts by designing rough layout of art and copy</li> <li>Create visually communicative designs</li> <li>Coordinate with outside partners all art, designs, graphics, and aesthetic concepts</li> <li>Postproduction of film in a creative way</li> <li>Responsible for editing and assembling recorded raw material into a suitable, finished product ready for broadcasting. The material may include camera footage, dialogue, sound effects, graphics, and special effects.</li> <li>Responsible for recording live events and small-scale video productions editing and assembling video raw material</li> </ul>
Video I Editor   Photo	<ul> <li>Illustrates concepts by designing rough layout of art and copy</li> <li>Create visually communicative designs</li> <li>Coordinate with outside partners all art, designs, graphics, and aesthetic concepts</li> <li>Postproduction of film in a creative way</li> <li>Responsible for editing and assembling recorded raw material into a suitable, finished product ready for broadcasting. The material may include camera footage, dialogue, sound effects, graphics, and special effects.</li> </ul>





	<ul> <li>Responsible for recording live events and small- scale video productions editing and assembling video raw material</li> </ul>
Graphic Designer	<ul> <li>Responsible for conceptualizing visuals based on requirements</li> <li>Creating images and layouts by hand or using design software</li> <li>Testing graphics across various media</li> </ul>
Community Manager	<ul> <li>Responsible for managing the FB page on a daily basis</li> <li>Responds to comments and customer queries in a timely manner.</li> <li>Engage with potential customers and build relationships with existing ones.</li> <li>Focus on gauging sentiment around the brand, using social listening tools in order to monitor feedback and engagement.</li> <li>Create and update an FAQ's master document.</li> </ul>
Traffic Manager	<ul> <li>Responsible for managing the flow of work to ensure that jobs are completed on time for publication or broadcast.</li> <li>Assign design and programming staff their tasks. Re-prioritize tasks as needed.</li> <li>Manage staff deadlines</li> <li>Follow up with staff where needed to keep them accountable.</li> <li>Ensure that ads are completed within budget</li> <li>Prepare budget estimates I Daily schedules</li> <li>Build and maintain good relationship with suppliers</li> <li>Supervise signage and other printing materials</li> </ul>
Assistant	<ul> <li>Supervise social media content, press releases and emails in conjunction with PRDOH</li> <li>Receive briefs and open jobs on the system for a proper follow up</li> <li>Prepares report &amp; presentations</li> <li>Supports Group as needed</li> </ul>

#### **END OF DOCUMENT**







## Exhibit P COST FORM

## Request for Proposals Public Relations Services Community Development Block Grant — Disaster Recovery CDBG-DR-RFP-2018-08

Name of Proposer:

Publicidad Tere Suárez LLC

PROGRAMS MANAGEMENT AND ADMINISTR		NISTRATION	(MAXIN	<b>NUM PER MONTH)</b>	
Position	Qty. of Resources [A]	Max. Hours Per Month Per Resource [B]	Rate Per Hour [C]	Max. Monthly Cost	
Creative Strategist Director	1	20	\$150.00	\$3,000.00	
General Manager	1	120	\$150.00	\$18,000.00	
Strategic Comm. Achiever	1	20	\$150.00	\$3,000.00	
Strategist Media Director	1	20	\$150.00	\$3,000.00	
Senior Account Executive	1	173	\$90.00	\$15,570.00	
PR Senior Account Executive	1	55	\$90.00	\$4,950.00	
Media Planner  Buyer	1	80	\$70.00	\$5,600.00	
Translator Editor	1	90	\$85.00	\$7,650.00	
Translator Editor	1	50	\$85.00	\$4,250.00	
Art Director   Editor	1	50	\$100.00	\$5,000.00	
Art Director   Editor	1	140	\$100.00	\$14,000.00	
Graphic Designer	1	115	\$55.00	\$6,325.00	
Digital Copy	1	70	\$75.00	\$5,250.00	
Social Graphic Designer	1	50	\$55.00	\$2,750.00	
Video   Editor   Photo	2	173	\$85.00	\$29,410.00	
Community Manager	1	150	\$65.00	\$9,750.00	
Traffic Manager	1	85	\$45.00	\$3,825.00	
Assistant	1	8	\$35.00	\$280.00	
Previous Expenditures for 30 Month	ns – Staff			[A] \$2,263,061.00	
Estimated Monthly Cost for Extensi	on of 12 Months			[B] \$141,610.00	
Maximum Cost of Services for 12 M	Months			[c] \$1,699, <b>320.00</b>	
Total Maximum Cost of Services for 42 Months			The physical articles and the physical articles and the physical articles and the physical articles are also and the physical articles are also are	[D]=A+C \$3,962,381.00	
Previous Estimated Allowance for	Additional Service	es & Commissions	– 30 Months	[E] \$2,696,783.00	





Estimated Allowance for Additional Services & Commissions for 12 Months	[F] \$1,672,145.00	
Total Allowance for Additional Services & Commissions for 42 Months	[G]=E+F \$4,368,928.00	
	ar a mainte adoit de sea Cairlean airte reas paris ann airte an ann an ann an t-Aireann a	
Not to exceed contract	[H]=D+G \$8,331,309.00	

#### Notes on Proposal Cost

- (1) The Total Proposal Cost represents the potential total cost for the services, including the contract allowance for additional services as indicated in the Scope of Services.
- (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.
- contract from which services will be invoiced based on actual hours worked by each resource.

  (3) The Rate per Hour cost includes fringe benefits, travel, general and administrative, among other overhead costs and profit related to the positions referenced. The overhead includes all cost related to accomplish the required service each position will be responsible for.
- (4) Estimated costs for each position should not be interpreted as a cap of costs or hours that may be invoiced for a specific position. Invoicing shall be based on the actual needs of resources for the services requested by the PRDOH.





**END OF DOCUMENT** 



#### ATTACHMENT G

## HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PROOH REQUIREMENTS

Given that the Agreement 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 AGREEMENT. In addition, CONTRACTOR shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <a href="https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/">https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/</a>.

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

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 AGREEMENT shall be deemed to be inserted herein and the AGREEMENT 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 AGREEMENT 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 CONTRACTOR AGREEMENT TERMS

The Puerto Rico Department of Housing (**PRDOH**) reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this AGREEMENT, in instances where the CONTRACTOR or any of its subcontractors violate or breach any AGREEMENT term. If the CONTRACTOR or any of its subcontractors violate or breach any AGREEMENT term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the AGREEMENT 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 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

## 5. 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.

#### 6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT





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

#### 7. 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.

#### 8. CONFLICTS OF INTEREST

The CONTRACTOR shall notify the PRDOH as soon as possible if this AGREEMENT or any aspect related to the anticipated work under this AGREEMENT raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), 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.

#### 9. 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 AGREEMENT.

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.

#### 10. 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.

## 11. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this AGREEMENT 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 1934, 48 Stat. 948; (codified at 18





U.S.C. § 874; and 40 U.S.C. § 3145). 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.

#### 12. 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 the Contract Work Hours and Safety Standards Act (**CWHSSA**), 40 U.S.C. § 3701 et seq., 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 CWHSSA, 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.

#### 13. DAVIS-BACON ACT

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

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141 to 3148) 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 AGREEMENT, 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.





#### 14. 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 AGREEMENT, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this AGREEMENT, the PRDOH shall thereupon have the right to terminate this AGREEMENT 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.





#### 15. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

The PRDOH may terminate this AGREEMENT at any time by giving at least a **ten (10) day** notice in writing to the CONTRACTOR. If the AGREEMENT 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.

## 16. 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 Rehabilitation Act of 1973, 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.

#### 17. EQUAL EMPLOYMENT OPPORTUNITY

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

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Subpt. B, Ch. 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 the 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.

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## 18. 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).

# 19. 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. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

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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 Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, as amended.
- 2) Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) Agreement by the CONTRACTOR that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

#### 20. ANTI-LOBBYING

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

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

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

#### **21.BONDING REQUIREMENTS**

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





The CONTRACTOR shall comply with 2 C.F.R. § 200.326 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.

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

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.

- 1) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 2) 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.

- 3) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.
- 4) The CONTRACTOR acknowledges that CONTRACTORs, contractors, and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or CONTRACTOR agreements, program regulatory agreements, or contracts.
- 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 Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be





given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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





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

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

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

design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

#### 24. 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, disability, 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.





#### 25. 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).

#### 26. POLITICAL ACTIVITY

The CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The CONTRACTOR shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

The Hatch Act applies to political activities of certain state and local employees. As a PRDOH's SUBRECIPENT, you may participate in 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.

#### 27. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) 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 a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).





#### 28. 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 AGREEMENT.

#### 29. 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 to 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.

# 30. 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 AGREEMENT shall be promptly reported in writing by the CONTRACTOR to the PRDOH for the latter's decision, which shall be final with respect thereto.

#### 31. 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.





#### 32. 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 an 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 (1) year** thereafter.

# 33. 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.

#### 34. 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.





#### 35. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this Agreement. 24 C.F.R. 570.200(j); 24 C.F.R. § 5.109 (c).

#### **36. 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 Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. parts 59 through 79. 24 C.F.R. § 570.605.

## **37. LEAD BASED PAINT**

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

#### 38. 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 2 C.F.R. § 200.318(g).

#### 39. GENERAL COMPLIANCE





The CONTRACTOR shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the CONTRACTOR does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the CONTRACTOR does not assume any of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The CONTRACTOR shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the CONTRACTOR on an advance or reimbursement basis. 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. Subt. A, Pt. 35, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; 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.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("**HUD Notices**"), such requirements, including any regulations referenced therein, shall apply.

The CONTRACTOR also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.





The CONTRACTOR shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

#### **40. DUPLICATION OF BENEFITS**

The CONTRACTOR shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5155 and described in Appropriations Act. The CONTRACTOR must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notices on the PRDOH, which are published in a separate notices entitled: "Clarification to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (Wednesday, November 16, 2011, 76 FR 71060); "Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees" (Thursday, June 20, 2019, 84 FR 28836); and "Applicability of Updates to Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees," (Thursday, June 20, 2019, 84 FR 28848). The CONTRACTOR shall carry out the activities under this Agreement in compliance with PRDOH's procedures to prevent duplication of benefits.

#### 41. DRUG-FREE WORKPLACE

The CONTRACTOR must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101-8106.

#### **42. HOLD HARMLESS**

The CONTRACTOR shall and hereby agrees to hold harmless, defend (with counsel acceptable to the PRDOH) and indemnify the Government of Puerto Rico, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the CONTRACTOR in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the CONTRACTOR to indemnify and reimburse the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRDOH's enforcement of this Agreement or any portion thereof against the CONTRACTOR or otherwise arising in connection with the CONTRACTOR's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.





#### 43. PRDOH RECOGNITION

Unless otherwise directed by the PRDOH, the CONTRACTOR shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this Agreement. Unless otherwise directed by the PRDOH, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. The PRDOH reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

## 44.LOGOS CLAUSE

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

## 45. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT **REQUIREMENTS FOR FEDERAL AWARDS**

The CONTRACTOR shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### 46. FINANCIAL & PROGRAM MANAGEMENT

The CONTRACTOR shall expend and account for all CDBG-DR funds received under this Agreement in accordance with 2 C.F.R. § 200.302 and 2 C.F.R. § 200.303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The CONTRACTOR shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### 47. DOCUMENTATION AND RECORDKEEPING

The CONTRACTOR shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by the PRDOH. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR programs, as modified by the HUD
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R.
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.





#### **48. 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 AGREEMENT, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

#### 49. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE PROOH

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The CONTRACTOR shall retain all official records on programs and individual activities shall be retained for the greater of **five (5) years**, starting from the closeout of the grant between PRDOH and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) year period**, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).)

Records shall be made available to PRDOH upon request.

#### **50. CLIENT DATA AND OTHER SENSITIVE INFORMATION**

In the event that the CONTRACTOR comes to possess client data and other sensitive information as a result of this Agreement, then the CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to PRDOH monitors or their designees for review upon request.

The CONTRACTOR must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.1, and other information HUD or the PRDOH designates as sensitive or the CONTRACTOR considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the CONTRACTOR must comply with the *PRDOH CDBG-DR Personally Identifiable Information Policy*, as found in the CDBG-DR Website (<a href="https://www.cdbg-dr.pr.gov">www.cdbg-dr.pr.gov</a>), which is





herein included and made integral part of this Agreement, as it may be updated from time to time

The CONTRACTOR shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and 570.490 (States).

#### 51. CLOSE-OUT

The CONTRACTOR's obligation to PRDOH shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PRDOH), properly addressing Program Income (as that term is defined in Section VI (A)(19) of the HUD Notice 83 FR 5844, 5856 (February 9, 2018, as may be amended by HUD)), balances, and accounts receivable to the PRDOH), determining the custodianship of records, and the CONTRACTOR certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CONTRACTOR has control over CDBG-DR funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the CONTRACTOR shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the CONTRACTOR's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the CONTRACTOR in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

#### **52. AUDITS AND INSPECTIONS**

All CONTRACTOR records with respect to any matters covered by this Agreement shall be made available to the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within **thirty (30) days** after receipt by the CONTRACTOR. Failure of the CONTRACTOR to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.





#### 53. SINGLE AUDIT

The CONTRACTOR must be audited as required by 2 C.F.R. Part 200, Subpart F, when the CONTRACTOR's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 (Audit requirements). Once said threshold is reached or exceeded, the CONTRACTOR shall notify the PRDOH and shall report that event in the corresponding monthly progress report, as provided in Part VI - Performance, Monitoring, and Reporting, Subpart B (Reporting) of this Agreement.

The CONTRACTOR shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 (Report submission), as stated in 2 C.F.R. § 200.508(a) (Auditee responsibilities).

Among other relevant provisions, the CONTRACTOR shall comply with: (a) the Electronic submission of data and reports to the Federal Audit Clearinghouse (**FAC**) (2 C.F.R. § 200.512(d)) and; (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

#### **54. INSPECTIONS AND MONITORING**

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 the requirements of 2 C.F.R. Part 200.

#### **55. CORRECTIVE ACTIONS**

The PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The PRDOH may require the CONTRACTOR to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the CONTRACTOR from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the CONTRACTOR utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, the PRDOH may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.





#### 56. PROCUREMENT AND CONTRACTOR OVERSIGHT

The CONTRACTOR shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through § 200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. PRDOH must obtain and maintain records to document how the procurement performed by the CONTRACTOR complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

In regard to the provisions of the Procurement Manual for CDBG-DR Programs, as found in the CDBG-DR Website (<a href="www.cdbg-dr.pr.gov">www.cdbg-dr.pr.gov</a>) which is herein incorporated by reference and made integral part of this Agreement, as it may be updated from time to time, the CONTRACTOR shall comply with the provisions related to: minority, women, small, and Section 3 business participation; low and very low-income persons or firms participation.

The CONTRACTOR shall include all applicable PRDOH's conditions (as revised from time to time by the PRDOH in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. CONTRACTOR shall also require all contractors to flow down the PRDOH's Conditions, as well as termination for convenience of the PRDOH, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, Standard Clauses for Contracts with the PRDOH, and required diversity forms.

The CONTRACTOR must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(I) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.





The CONTRACTOR shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or Agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or Agreements, and the terms and conditions of this Agreement.

#### **57. NONDISCRIMINATION**

The CONTRACTOR shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309. Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The CONTRACTOR shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (**Age Discrimination Act**) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the CONTRACTOR shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The CONTRACTOR shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (**FHEO**) Policy for CDBG-DR Programs.<sup>1</sup>

#### 58. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The CONTRACTOR shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.





<sup>&</sup>lt;sup>1</sup> Follow the link for document access at the CDBG-DR Website: <a href="https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/">https://cdbg-dr.pr.gov/en/download/fair-housing-and-equal-opportunity-fheo-policy-for-cdbg-dr-programs/</a>.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the description of "facilities" in 41 C.F.R. § 102–76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).





The Americans With Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101 et seq. (ADA), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The CONTRACTOR agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

### 59. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

#### 1) General Compliance:

The CONTRACTOR shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The CONTRACTOR shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The

identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

## 2) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the CONTRACTOR assures that the program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this 2 C.F.R. Part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the CONTRACTOR's assurance herein shall obligate the CONTRACTOR or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the CONTRACTOR for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the PRDOH and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the CONTRACTOR under this Agreement, the instrument effecting any disposition by the CONTRACTOR of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the CONTRACTOR receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving





such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

#### 3) Women- and Minority-Owned Businesses (W/MBE)

The CONTRACTOR shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the CONTRACTOR procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the CONTRACTOR shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. CONTRACTOR shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. CONTRACTOR shall also document their efforts and submit those to PRDOH on a quarterly basis. See the M/WBE 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.

#### 4) Notifications

The CONTRACTOR will send to each labor union or representative of workers with which it 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 worker's representative of the CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement





The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

#### **60. LABOR STANDARDS**

The CONTRACTOR shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement 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, 40 U.S.C. § 3141 et seq., and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The CONTRACTOR agrees to comply with 18 U.S.C. § 874 and implement regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The CONTRACTOR shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the PRDOH for review upon request.

The CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

#### **61.CONDUCT**

#### 1) Contracts

- a. Monitoring: As applicable, the CONTRACTOR will monitor all contracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- b. Content: The CONTRACTOR shall cause all of the provisions of this contract in its entirety to be included in and made a part of any contract executed in the performance of this Agreement, as applicable.
- c. Selection Process: The CONTRACTOR shall ensure that all contracts awarded after the execution of this Agreement and in the performance of





- such, follow the procurement policies and procedures described in in paragraph 56 (Procurement and Contractor Oversight) of this Exhibit.
- d. Notification: The CONTRACTOR shall notify and provide a copy of any and all contracts 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. Additionally, the CONTRACTOR shall provide a copy of any and all subcontracts executed by its Contractors to the Contract Administration Area of the PRDOH CDBG-DR Legal Division within three (3) days of its execution.

#### 2) Conflict of Interest

The CONTRACTOR agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the CONTRACTOR is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this Agreement.
- b. In the event the CONTRACTOR is not, the CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this Agreement. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub Agreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-DR assisted activity, or with





respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the PRDOH, the CONTRACTOR, or any designated public agency.

d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests - The CONTRACTOR certifies that: (1) No public servant of the PRDOH has pecuniary interest in this contract. (2) No public servant of the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his (her) family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No public servant of the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his (her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this Agreement.

#### **62. CITIZEN GRIEVANCES**

If the CONTRACTOR receives any complaint or grievance, it shall refer said complaint or grievance immediately to the PRDOH CDBG-DR Program so that PRDOH may respond appropriately.

## **63.TECHNICAL ASSISTANCE AND TRAININGS**

The CONTRACTOR shall attend any and all technical assistance and/or trainings that the PRDOH requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

#### **64. DISASTER RELIEF ACCOUNT**





Amendment D-Public Relations Services Agreement Between the PRDOH and PUBLICIDAD TERE SUÁREZ, LLC under CDBG-DR Attachment G-HUD General Provisions Page 35 / 35

Pursuant to Federal Register Vol. 85, No. 17, 85 FR 4681 (January 27, 2020), PRDOH must comply with an additional requirement imposed by an Order of October 26, 2017, granted by the United States District Court for the District of Puerto Rico, as may be amended from time to time. As required by the Order, grant funds or disaster relief funds received by the Commonwealth of Puerto Rico or other Non-Federal Entities (as defined by 2 C.F.R. §200.69) shall be deposited solely into a Disaster Relief Account.

As a result thereof, under the terms of the before mentioned Court order and under the conditions of this Agreement, any and all CDBG-DR/MIT funds subawarded by PRDOH to its CONTRACTORs shall be deposited into a new, separate, non-co-mingled, unencumbered account held in the name of the CONTRACTOR. The funds shall be used solely for eligible activities. Further, the CONTRACTOR shall provide and make available to PRDOH any and all documentation related to such account.





**END OF DOCUMENT** 



# ATTACHMENT H CONTRACTOR CERTIFICATION REQUIREMENT PUBLICIDAD TERE SUÁREZ, LLC

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





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

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

Amendment D-Public Relations Services Agreement Between PRDOH and PUBLICIDAD TERE SUÁREZ, LLC under CDBG-DR Attachment H-Contractor Certification Requirement

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

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

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

<u>WORR</u>

By: <u>Teresa Suárez Castro</u>

Signature:

Date: 7/22/21

# AMENDMENT D\_2019-DR0002

Final Audit Report

2021-07-28

Created:

2021-07-22

Ву:

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