

CERTIFICO QUE ES UNA COPIA FIEL Y EXACTA DEL DOCUMENTO ORIGINAL DEL CONTRATO Y DOCUMENTO CONTENIDO QUE CONSTA EN EL ARCHIVO.

FECHA \_\_\_\_\_

*[Signature]*  
FIRMA REPRESENTANTE AUTORIZADO  
SECRETARIA ASUNTOS LEGALES  
OFICINA DE CONTRATO  
DEPARTAMENTO DE LA VIVIENDA

GOVERNMENT OF PUERTO RICO  
DEPARTMENT OF HOUSING



AGREEMENT FOR PUBLIC HEARING MANAGEMENT SERVICES  
BETWEEN THE  
PUERTO RICO DEPARTMENT OF HOUSING  
AND  
INTACTO, LLC

**THIS AGREEMENT FOR PUBLIC HEARING MANAGEMENT SERVICES**, (hereinafter referred to as the "Agreement") is entered into in San Juan, Puerto Rico, this 12<sup>th</sup> of October, 2018, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** (hereinafter, the "PRDOH"), a public agency created under Law Number 97 dated June 10, 1972, as amended, known as the Department of Housing Organic Act ("Organic Act"), with principal offices at 606 Barbosa Avenue, San Juan, Puerto Rico, herein represented by Hon. Fernando A. Gil-Enseñat, in his capacity as Secretary; and **INTACTO, LLC** (hereinafter, the "Contractor"), with principal offices in Guaynabo, Puerto Rico, herein represented by Alexis Negrón Judice, in his capacity as President.

**WHEREAS**, on September 20, 2017, Hurricane María slammed Puerto Rico causing catastrophic island wide damage, knocking out power, water and telecommunications for the entire island and its island municipalities. Hurricane María caused major structure and infrastructure damage to family homes, businesses and government facilities triggering the displacement of thousands of residents of the Island from their homes and jobs.

*[Signature]*  
**WHEREAS**, under Public Law 115-56, the total initial amount of \$1.5 billion dollars was allocated by the U.S. Department of Housing and Urban Development (HUD) for disaster recovery assistance to the Government of Puerto Rico under the Community Development Block Grant – Disaster Recovery Program (CDBG-DR).

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

*[Signature]*  
**WHEREAS**, under Public Law 115-56 the awarded funds must be used to address unmet needs for long-term recovery and restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas of Puerto Rico.

**WHEREAS**, the PRDOH is interested in contracting Public Hearing Management Services that will support PRDOH objectives in the administration CDBG-DR.

**WHEREAS**, on September 10, 2018, the Contractor submitted a proposal (hereinafter collectively referred to as the "PROPOSAL"), which fully complied with the requirements set forth by the PRDOH. After having reviewed and evaluated the Contractor's Proposal, the PRDOH has determined the Contractor is the best choice to provide the required services at a reasonable proposed cost.

**WHEREAS**, the PRDOH desires to enter into an agreement with the Contractor to secure its services and accepts the Contractor's proposal, and the Contractor by its acceptance of the terms and conditions of this Agreement is ready, willing and able to provide the services contemplated under this Agreement.

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

## I. TYPE OF CONTRACT

**Contract Type:** This is a fixed price contract. Under this Agreement, Contractor will submit monthly invoices to the PRDOH as the services are rendered. Any and all changes and/or modifications to this Agreement shall be in writing and must be signed by both parties.

## II. TERM OF AGREEMENT

This Agreement shall be in effect and enforceable between the parties from the date of its execution and shall remain in effect until November 30, 2018.

## III. SCOPE OF SERVICES

The CONTRACTOR will provide the PRDOH Public Hearing Management Services for the Community Development Block Grant Disaster Recovery (CDBG-DR) program. The services to be provided will be directed without limitation to the following:

1. Coordination, equipment and assembly necessary, of the scheduled public hearings.
2. Technical support of lighting, podiums, chairs, tables, catering and coordination of logistics and everything related to the celebration of the public hearings.
3. Recruitment of technical personnel for recording and transcription of the testimonies, translators, sign language and photographer among others for each of the hearings.
4. Help in art and graphic design of printed and digital promotional material and dissemination of information related to public hearings and related activities.
5. Any other management tasks related to the production, assembly and coordination of the public hearings.

The details of the services will be in accordance with those indicated in the Service Proposal submitted on September 10, 2018 which is identified as Exhibit I which is fully incorporated herewith.

## IV. COMPENSATION AND PAYMENT

The PRDOH will pay the Contractor, for services performed under the term of this Agreement, a maximum amount not to exceed ONE HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS WITH EIGHTY CENTS (\$147,745.80). The PRDOH will pay the Contractor according to the schedule of unit prices described in Exhibit I. Each payment will be subject to equitable adjustment for services not provided according to the schedule of unit prices described in Exhibit I. Any adjustment in payment due to services not provided by the Contractor shall not prevent the obligation of the Contractor to pay liquidated damages pursuant to Article IX of this Agreement.

Such payment shall be compensation for all services required, performed and accepted under this Contract.

Any additional services requested and related to the scope of work of this contract not included in the term and conditions or other provisions that are justified and necessarily to complete the services requested by the PRDOH will be subject to funds availability and will require an amendment to this Agreement pursuant to Article V of this Agreement.

The Contractor will submit an invoice to PRDOH on a monthly basis. Said invoice must be submitted including all required invoice supporting documents and a detailed report with a breakdown of all tasks completed for each public hearing regarding the services provided under the Contract. The supporting documents shall include invoices for subcontracted services and/or purchases and cancelled checks.

An authorized representative of the PRDOH will review each invoice and, if adequate, will approve and process its payment. Payments to the Contractor shall be made by check or electronic funds transfer (EFT). PRDOH reserves the right to conduct any audit it deems necessary.

The Contractor will adhere to any requirements applicable to the CDBG-DR grant. Unallowable funds under the CDBG-DR grant or program will be disallowed from the fee or payment to the Contractors.

In order for the Contractor to receive payment for any work performed hereunder, the following certification must be included in each application for payment or invoice submitted to the PRDOH for payment:

"Under penalty of absolute nullity, I certify that no public servant of the government entity is a party to or has an interest in the profits or benefits that are the product of the contract subject of this invoice, and to be a party to or have an interest in the profits or benefits of resulting from the contract, under this invoice a prior dispensation has been issued. The sole consideration to furnish the contracted goods or services subject of the contract is the payment agreed upon with the authorized representative of the parties. The amount that appears in the invoice is fair and correct. The work has been performed, the products have been delivered and the services rendered, and no payment has been received for them."

The Contract will be paid from account COCC0051-1129-02-000.

#### V. ADDITIONAL SERVICES

Should additional services be needed by the PRDOH, such additional services shall be at the sole discretion of PRDOH, pursuant to the requirements established in the Procurement Manual and Contractual Requirements for the CDBG-DR program and shall be agreed to by the parties in a written document signed by both parties.

#### VI. OWNERSHIP AND USE OF DOCUMENTS

*[Handwritten initials]*  
A. -With the exception of the Contractor's working papers, the Contractor acknowledges the PRDOH's ownership of all information, drafts, documents, reports, papers and other materials developed and prepared by the Contractor, its agents or representatives, for purposes of performing key obligations hereunder. In the event of any termination, the Contractor shall deliver such information, drafts, reports, papers and other materials to the PRDOH, in document form or as computer program data, and the Contractor recognizes the PRDOH's right to request such documentation or computer program data and if the Contractor fails to deliver said information, the PRDOH may seek a judicial order to enforce its rights.

*[Handwritten initials]*  
B. -Proof of expenditures incurred by the Contractor on behalf of PRDOH shall be made available to PRDOH. The Contractor agrees to maintain accurate records and files of all contract documents, correspondence, book estimates, bills and other information related to the Contractor account. These documents shall be open for the PRDOH examination at all reasonable times during the term of this Agreement, and up to twelve (12) months after termination.

#### VII. NON-DISCLOSURE AND CONFIDENTIALITY

1. **Confidential Information; Definition:** The term Confidential Information as used throughout this Section, means any information concerning PRDOH operations and that of its Contractor (e.g., the projects, computer processing systems, object and source codes and other PRDOH business and financial affairs). The term Confidential Information shall also deem to include all notes, analysis, compilation, studies and interpretation or other documents prepared by Contractor, its agents or representatives, in connection with PRDOH operations.
2. **Non-Disclosure:** Contractor agrees to take all reasonable steps or measures to keep confidential all Confidential Information and will not, at any time, present or future, without PRDOH express written authorization, signed by the Secretary of the PRDOH, use or sell,

market or disclose any Confidential Information to any third party, Contractor, corporation, or association for any purpose whatsoever. Contractor further agrees that, except as they relate to the normal course of the service, the Contractor will not make copies of the Confidential Information except upon PRDOH express written authorization, signed by an authorized representative of PRDOH, and will not remove any copy or sample of Confidential Information without prior written authorization from PRDOH. Contractor retains the right to control its work papers subject to these confidentiality provisions.

3. **Return Documents:** Upon receipt of written request from the PRDOH, Contractor will return to PRDOH all copies or samples of Confidential Information which, at the time of the notice are in Contractor's or its agent's possession. Contractor reserves the right to retain a set of its work papers.
4. **Equitable Relief:** Contractor acknowledges and agrees that a breach of the provision of subparagraph 2 and 3 of this Section will cause PRDOH to suffer irreparable damage that could not be remedied or compensated adequately only by mere monetary retribution. Contractor further agrees that money damages may not be a sufficient remedy for any breach of this Section. Accordingly, the Contractor agrees that PRDOH shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to PRDOH by law, equity or otherwise.

#### VIII. TERMINATION

1. **Termination for Cause or Default:** The PRDOH may terminate this Agreement, in whole or in part, because of Contractor's failure to fulfill its obligations. The PRDOH shall terminate this Agreement by delivering to the Contractor a thirty (30) day notice of termination specifying the extent to which the performance of the service under this Agreement is terminated, the reason therefore and the effective date of termination. Upon receipt of such notice the Contractor shall immediately discontinue all services and deliver to the PRDOH all information, notes, drafts, documents, analysis, reports, compilations, studies and other materials accumulated or generated in performing the services contemplated in this Agreement, whether completed or in process. The PRDOH may withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the PRDOH by the Contractor.
2. **Termination for Convenience:** The PRDOH may terminate this Agreement, in whole or in part, whenever the PRDOH determines that such termination is necessary or convenient to the Agency. The PRDOH will terminate this Agreement by delivering to the Contractor a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.
3. **Termination by Unilateral Abandonment:** The PRDOH will consider this Agreement immediately terminated, in the event that the Contractor unilaterally and without prior notice, chooses to abandon (in any shape, form or fashion) cease and desist in the specific performance of its general and particular duties and responsibilities as agreed in this Agreement. Upon the knowledge of such event, the PRDOH will not be held liable and will immediately, automatically and retroactively deduct from any future reimbursement, all funds from the day such unilateral abandonment took place. The PRDOH will not be compelled to continue the performance of the Agreement, should the Contractor breach the Agreement by unilateral abandonment.
4. **Unilateral Termination:** The PRDOH may terminate this Agreement, in whole or in part, at PRDOH's sole discretion, with or without cause, at any time. The PRDOH will terminate this Agreement by delivering to the Contractor a thirty (30) day notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon receipt of such notice, the Contractor shall immediately

discontinue all services affected and deliver to the PRDOH all information, studies and other materials property of the PRDOH. In the event of a termination by Notice, the PRDOH shall be liable only for payment of services rendered up to and including the effective date of termination.

5. **Suspension:** The PRDOH may suspend this Agreement in whole or in part at any time for the PRDOH's convenience. The PRDOH shall give the Contractor five days' written notice of such suspension. Upon receipt of said notice the Contractor shall immediately discontinue all Services affected.
6. **Immediate Termination.** In the event the Contractor is subjected to a criminal or civil action, suit, proceeding, inquiry or court of applicable jurisdiction, or any governmental agency, or the Contractor shall be subject to an order, judgment, or opinion, issued by any federal or local authority, a court of applicable jurisdiction, or any governmental agency, in connection with the execution, delivery, and performance by the Contractor of this Agreement or the Contractor of this Agreement has been noncompliant, breach, inaccuracy of any representation, warranties, covenants, or the certifications provided herein, whether the noncompliance, breach or inaccuracy takes place before or after the execution of this Agreement, the PRDOH shall have the right to the immediate termination of this Agreement notwithstanding, any provisions to the contrary herein. This section will apply in the event of any judgment that may obligate the PRDOH to terminate the Agreement pursuant to Act Number 2 of January 2, 2018, as amended, known as the Anti-Corruption Code for the New Puerto Rico.

In the event that the grant of funds by HUD under any allocations of the CDBG-DR may be suspended, withdraw or canceled, this Agreement will be immediately terminated.

#### IX. LIQUIDATED DAMAGES

*JL*  
Liquidated damages. Contractor shall pay to PRDOH, as liquidated damages, \$2,500 for each public hearing in which the Contractor does not provide any of the twelve (12) itemized services described in Exhibit I as a breakdown of the cost of each public hearing. Said sum, in view of the difficulty of accurately ascertaining the loss which PRDOH will suffer by reason of delay in the completion of the Work hereunder, is hereby fixed and agreed as the liquidated damages that PRDOH will suffer by reason of such delay. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the PRDOH's right to indemnification, or the Contractor's obligation to indemnify the PRDOH pursuant to this Agreement, or to any other remedy provided for in this Agreement or by Law. Liquidated damages may be assessed at the sole discretion of PRDOH. For the purpose of calculating such liquidated damages, a grace period of ten (10) days shall be observed. The PRDOH may deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages due to the PRDOH per the formula above, the Contractor shall be liable to pay the difference.

#### X. LIABILITY

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

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

## XI. INSURANCE

### 1) Required Coverage

The Contractor shall keep in force and effect for the period beginning from the execution of the Agreement and ending at the completion of all services to be provided hereunder, insurance policies in compliance with the PRDOH's minimum requirements as set forth in the Administrative Order No. OA 18-31, attached hereto and made an integral part hereof as **Exhibit II**.

Upon the execution of this Agreement, the Contractor shall furnish PRDOH with copies of the above-described insurance policies and any other evidence PRDOH may request as to the policies' full force and effect.

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

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

### 2) Related Requirements

*[Handwritten mark]*  
The Public Hearing Management Contractor shall furnish original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of Agreement. THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK. NO CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES ARE TO BEGIN THEIR RESPONSIBILITIES UNDER THE AGREEMENT PRIOR TO FULL COMPLIANCE WITH THIS REQUIREMENT AND NOTIFICATION FROM PRDOH TO PROCEED.

*[Handwritten mark]*  
Renewal Certificates of Insurance or such similar evidence is to be received by the Procurement Department prior to expiration of insurance coverage. At PRDOH's option, non-compliance will result in one or more of the following actions: (1) The PRDOH will purchase insurance on behalf of the Contractor and will charge back all cost to the Contractor; (2) all payments due the Contractor will be held until the Contractor has complied with the contract; and/or (3) The Contractor will be assessed Five Thousand Dollars (\$5,000.00) for every day of non-compliance.

The receipt of any certificate does not constitute agreement by PRDOH that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for ninety (90) days written notice to be given to PRDOH in the event coverage is substantially changed, cancelled or non-renewed.

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

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

## XII. HOLD HARMLESS

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

## XIII. FORCE MAJEURE

In the event of a fire, flood, earthquake, natural disaster, hurricane, riot, act of governmental authority in its sovereign capacity, strike, labor dispute or unrest, embargo, war, insurrection or civil unrest, any act of God 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.

## XIV. NOTICES

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

To: PRDOH

Hon. Fernando Gil-Enseñat  
606 Barbosa Ave.  
Juan C. Cordero Dávila Bldg.  
San Juan, PR 00918

To: CONTRACTOR

Alexis Negrón Judice  
100 Carr. 165 Suite 511  
Centro Internacional de Mercadeo, Torre I  
Guaynabo, PR 00968

## XV. THIRD PARTIES

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

## XVI. CERTIFICATION OF COMPLIANCE WITH LEGAL REQUIREMENTS

1. **Compliance with Num. OE 1991-24.** Pursuant to Executive Order Number OE-1991-24 of June 18, 1991, the Contractor certifies and guarantees that at the signing of this Agreement it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The Contractor further certifies that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The Contractor shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The Contractor will be given a specific amount of time by the PRDOH to produce said documents. During the term of this Agreement, the Contractor agrees to pay and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico.
2. **Compliance with Num. OE-1992-52.** Pursuant to Executive Order Number 1992-52, dated August 28, 1992 amending OE-1991-24, the Contractor certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the

terms thereof. The Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every contractor and subcontractor whose service the Contractor has secured in connection with the services to be rendered under this Agreement and shall forward evidence to PRDOH as to its compliance with this requirement.

3. **Social Security and Income Tax Retentions:** The Contractor will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Agreement.
4. **Government of Puerto Rico Municipal Tax Collection Center (CRIM):** The Contractor certifies and guarantees that at the signing of this Agreement it has no current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center (known in Spanish as *Centro de Recaudación de Ingresos Municipales (CRIM)*). The Contractor further certifies to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The Contractor shall hand out, to the satisfaction of the PRDOH and whenever requested by the PRDOH during the term of this Agreement, the necessary documentation to support its compliance of this clause. The Contractor will deliver upon request any documentation requested under this clause as per request of PRDOH. During the Term of this Agreement, the Contractor agrees to pay and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico with regards to its property taxes.
5. **Income Tax Retention Law:** The PRDOH will retain seven percent (7%) of any and all payments as required by Income Tax law (known in Spanish as *Ley de Contribuciones sobre Ingresos*). The PRDOH will advance such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as *Departamento de Hacienda del Gobierno de Puerto Rico*). The Contractor might request PRDOH not to make such withholdings if, to the satisfaction of the PRDOH, the Contractor timely provides a release from the Government of Puerto Rico's Treasury Department. PRDOH will not make such withholding to the entities excluded from such retention. At the time of execution of this Agreement the Contractor is totally exempted from any withholding requirement.
6. **Government of Puerto Rico's Agency For the Collection Of Child Support (ASUME):** The Contractor certifies and guarantees that at the signing of this Agreement that the Contractor nor any of its Partners, if applicable, have any debt or outstanding debt collection legal procedures with regards to child support payments that may be registered with the Government of Puerto Rico's Child Support Administration (known in Spanish as the *Administración para el Sustento de Menores (ASUME)*). The Contractor hereby certifies that it is a limited liability company organized and existing in good standing under the laws of the Government of Puerto Rico. The Contractor shall present, to the satisfaction of PRDOH, the necessary documentation to substantiate the same. The Contractor will be given a specific amount of time by PRDOH to deliver said documents.
7. **Compliance with Act No. 1.** The Contractor hereby certifies that in signing this Agreement it is in compliance with Act No. 1 of January 3, 2012, as amended, known as the Ethics Act of the Government of Puerto Rico, which in connection with the possibility of a conflict of interest, stipulates that, no employee or executive of the Contractor, nor any member of his/her immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Agreement, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government.
8. **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.



## XVII. BYRD ANTI-LOBBYING AMENDMENT

The Public Hearing Manager certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Public Hearing Manager shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). The Public Hearing Manager acknowledges that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Public Hearing Manager certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Public Hearing Manager understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

## XVIII. EQUAL OPPORTUNITY

- 1) -The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) -The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) -When applicable, the Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) -The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented by the rules, regulations, and relevant orders of the United States Secretary of Labor.

- 5) -The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) -In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in-part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.
- 7) -The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**XIX. CLEAN AIR ACT**

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

**XX. WATER POLLUTION CONTROL ACT**

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

**XXI. SUSPENSION AND DEBARMENT**

- 1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by PRDOH. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### XXII. SOLID WASTE DISPOSAL ACT

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### XXIII. ACCESS TO RECORDS

- 1) The Contractor agrees to provide the Government of Puerto Rico, PRDOH, the Secretary of HUD, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

The Contractor acknowledges that HUD financial assistance will be used to fund the contract only. Also, the Contractor will comply with all applicable federal laws, regulations, executive orders, HUD policies, procedures, and directives. Please refer to Attachment F.

#### XXV. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

#### XXVI. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

**XXVII. ENTIRE AGREEMENT**

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

**XXVIII. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if written and signed by both parties, and its authorized representatives.

**XXIX. BINDING EFFECT**

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

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

**XXX. ASSIGNMENT OF RIGHTS**

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

**XXXI. NON-WAIVER**

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

**XXXII. GOVERNING LAW JURISDICTION**

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

**XXXIII. SEVERABILITY**

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

**XXXIV. 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.

**XXXV. ETHICS CLAUSE**

- A. No employee or officer of PRDOH as well as any member of their families can have any interest in the earnings or benefits from this contract, according with Anticorruption Code for the New Puerto Rico [Act 2-2018]. Contractor also acknowledges receipt of the Ethics Code for Producers, Suppliers and Applicants of Economic Incentives from the

Commonwealth of Puerto Rico Agencies known in Spanish as "Código de Ética para Contratistas, Suplidores y Solicitantes de Incentivos Económicos de las Agencias Ejecutivas del Estado Libre Asociado de Puerto Rico".

#### XXXVI. CONFLICTS OF INTEREST

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

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

The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, it shall make an immediate (within the next 72 hours) and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The PRDOH may, however, terminate the Agreement for the convenience of PRDOH if it would be in its best interest.

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

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

#### XXXVII. CLAUSE OF GOVERNMENTAL ETHICS CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST:

The Contractor certifies that:

- 1) Nobody in public employment of this executive agency has monetary interest in this contract, and has not had in the last four years directly or indirectly monetary interest in the Contractor business.
- 2) Nobody in public employment of this executive agency has solicited to me or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts; allowances, favors, services, donations loans or any other thing of monetary value.
- 3) Nobody in public employment related to this transaction, asked for or accepted any good of economic value, from any person of my organization as payment for the duties and responsibilities of his employment.
- 4) Nobody in public employment solicited to me, 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 obligations and performance of said public employment, to influence or favor me or my organization.
- 5) I do not have 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 of this executive agency.

#### XXXVIII. NON-CONVICTION

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

- A. It has not been convicted, nor has pleaded guilty at a state or federal bar, in any jurisdiction of the United States of America, of crimes consisting of fraud, embezzlement or misappropriation of public funds, as stated in Anticorruption Code for the New Puerto Rico [Law 2-2018] of Puerto Rico, which prohibits the award of Offers or government contracts to those convicted of fraud, misappropriation of public fund.
- B. It understands and accepts that any guilty plea or conviction for any of the crimes specified in Article 3 of said Act, will also result in the immediate cancellation of any contracts in force at the time of conviction, between the undersigned and whichever Government Agencies, Instrumentalities, Public Corporations, Municipalities and the Legislative or Judicial Branches.
- C. It declares under oath the above mentioned in conformity with what is established Anticorruption Code for the New Puerto Rico [Law 2-2018] which prohibits awarding Offers for government contracts, to those convicted of fraud, embezzlement or misappropriation of public funds.

The Contractor represents and guarantees that none of its employees, officials or agents have been convicted of a felony or misdemeanor. Moreover, the Contractor agrees to notify PRDOH should any employee, official, or agent is convicted of a felony or misdemeanor after the date of this contract. Said notice shall be made within ten (10) days from the time of the conviction.

#### **XXXIX. DRUG FREE WORKPLACE**

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

#### **XL. HEADINGS**

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

#### **XLI. ACT NO. 18 OF OCTOBER 30, 1975**

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 constituting and ULTRA VIRES.

#### **XLII. ACT NO. 48-2013**

According to Act 48-2013, every professional service contract will have a special fee of 1.5% of the contract total value. This fee will go to the General Fund of Puerto Rico Commonwealth Treasury. The Contractor will prepare a Certification that includes existing government contracts and amounts in order to comply with the provisions of the act cited above.


#### **XLIII. ELECTRONIC PAYMENT PORTAL**

Act No. 103-2006, as amended, provides that it will be the policy of the Government of Puerto Rico to encourage the use of technology by encouraging that any disbursement of public funds be made by electronic methods. As part of this initiative, it is required that the suppliers of the Government of Puerto Rico register in the Electronic Payment Portal to Suppliers in order to

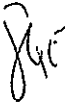
receive their payments electronically. You must access "[www.hacienda.pr.gov](http://www.hacienda.pr.gov)", by clicking on the section of Hacienda Virtual and selecting the option of Electronic Payment Registration of Suppliers. You must provide your supplier number, a canceled check or bank account verification letter from the financial institution where you own the bank account. The portal will allow you to register a bank account in which the disbursement will be made by electronic transfer. This registration process in the Electronic Payment Portal is compulsory. The suppliers will register all their invoices for payment issued with dates of March 1, 2018 onwards using "[www.hacienda.pr.gov/sobre-hacienda/hacienda-virtual](http://www.hacienda.pr.gov/sobre-hacienda/hacienda-virtual)", according to Circular Letter Number 1300-22-18 of the Department of Treasury of Puerto Rico.

#### XLIV. OGP MEMORANDUM 425-17

The parties recognize the need to speed up communication and processes among consultants, suppliers of goods and services, and agencies of the Government of Puerto Rico. In addition, they accept the duty to protect and guard the record of official activities and notifications between them, without jeopardizing the Government's information systems and ensuring their safety. Therefore, they agree that, from now on, any natural or legal person who provides services to the Government, will be obliged to request and use the email account provided by the Government with the written and official communications of the suppliers with any agency with which a contract exists. This will be the only authorized method of communication and notification, for electronic communications, as long as the contract is in force. The email account provided will serve to carry out any official communication with the Government, using the domain @Vendors.PR.Gov. These charges will be activated when perfecting the contract, will remain active during the contractual relationship and will be deactivated at the expiration of the contract. In addition, they may be reactivated, with the renewal of contracts, after the corresponding notification to the OGP, by the contracting agency.



#### XLV. MEMORANDUM NO. OSG 2018-002; CIRCULAR LETTER 155-18 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 - OGP)

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- a) **Interagency Services Clause:** Both contracting parties acknowledge and agree that services retained may be provided to any entity of the Executive Branch with which the contracting entity makes an interagency agreement or by direct provision of the Office of the Chief of Staff of the Governor (*Secretario de la Gobernación*). These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this contract. 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 contract at any time.

#### XLVI. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this Agreement to the Office of the Comptroller of Puerto Rico (Comptroller) for registration within fifteen (15) days following the date of execution of this Agreement and any subsequent amendment hereto. The parties of this contract agree that its effective date will be subject to the due registration and remittance to the Comptroller. No rendering or consideration subject matter of this contract will be required before its registration at the Comptroller pursuant to Act No. 18 of October 30, 1975, as amended by Law No. 127, May 31, 2004. The contracted party will be responsible for ensuring that this contract has been registered before the rendering of services by requesting a copy of the registered contract with its proper number and date of registry. No services under this contract 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 constituting an ULTRAVIRES.

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

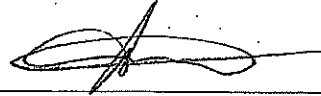
DEPARTMENT OF HOUSING



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Fernando A. Gil Enseñat, Esq  
Secretary  
Tax ID No: 66-55-8579

INTACTO, LLC



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Alexis Negrón Judice  
President  
Tax ID. No. 660-68-4532