

COLEGIO PONCEÑO, INC.

1900, CARR 14, Coto Laurel, PR 00780 | 787.848.2525



RFP #25-02 - REQUEST FOR PROPOSALS FOR RESIDENT INSPECTOR SERVICES

Published November 5, 2025

Due November 28, 2025

Point of Contact

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Introduction

Colegio Ponceño, Inc. is a non-profit, Early Start through 12th grade, college preparatory private school located in Coto Laurel, Ponce. The School campus consists of 9 detached buildings (+/- 124,000 SF), some areas of the campus are 1, 2 and/or 3 stories high. It is located on a 15-acre plot of land on the Northern side of Carr. 14, and an additional 9.5-acre undeveloped parcel adjacent to this one. The school was founded in 1926, and current facilities were built in 1973-1974.

As a result of Hurricane María and the 2020 earthquakes, Colegio Ponceño needs to make repairs to damaged and vulnerable areas of some of its facilities and will be replacing the other facilities with a new, monolithic campus. Additionally, a temporary campus will be constructed while the permanent campus is designed and approved by FEMA. Pursuant to Puerto Rico law, Title 23, Joint Regulation 2020, the school needs a designated Resident Inspector to oversee the construction of new facilities, both the temporary, Phase I, and permanent, Phase II campuses, to ensure compliance with permitting, approved plans and specifications, and the Puerto Rico Building Code. This project will be funded by federal grant programs including FEMA's Public Assistance Program. **This scope of work and this RFP is dependent upon the availability of Federal funding.**

Scope of Work

This scope of work applies to both the temporary and permanent campus.

- General Oversight
 - Serve as the Owner's designated Resident Inspector for all construction activities.
 - Maintain an ongoing, on-site presence (daily or near-daily presence expected unless otherwise determined by the applicable permitting agency) at the site to credibly certify construction is in compliance with the approved permitting, plans and specifications, and the Puerto Rico Building Code.
- Coordination with Authorities
 - Serve as the Owner's liaison with the applicable permitting authority for all required inspections, special inspections and testing, certifications, and permit compliance.
 - Coordinate with the Owner and applicable permitting authority to ensure timely inspections of completed phases of construction and all special inspections and testing, as needed.
 - Support the Owner in coordinating with FEMA, COR3, and other agencies, as needed, to support and substantiate work is performed in compliance with federal, territorial, and local laws and regulations.
- Monitoring and Documentation
 - Prepare inspection reports for every day of on-site attendance that document progress, non-conformance issues, and corrective actions.
 - Issue written, non-conformance notices with recommended corrective actions, as needed, and follow up to verify corrective actions were taken.
 - Monitor contractor submittals and change order requests, shop drawings, and materials testing for compliance.
- Special Inspections & Testing
 - Verify that required special inspections and testing are performed by Owner-procured,

- qualified vendors.
 - Coordinate with the Owner and vendors to schedule special inspections and testing in a timely manner.
 - Maintain copies of all special inspections and testing reports and ensure they're included in the project's records.
- Project Meetings
 - Attend all construction meetings with Owner, Owner's design firm, and/or the contractor as needed.
 - Provide technical input, document inspection findings, and identify issues requiring resolutions.
- Final Certification
 - At the completion of construction, prepare and submit to the applicable permitting authority a written certification confirming that the work was inspected and complies with approved plans and specifications, permits, and the Puerto Rico Building Code.
 - Deliver all inspection reports, special inspection and testing reports, and certifications to the Owner at the completion of the construction.

I. Proposal Requirements

Proposals are limited to 25 pages. Proposal requirements are as follows:

1. Cover letter describing interest and experience.
2. Experience section with at least three references and summaries for similar projects.
3. Description of the approach to completing the work described in the Scope of Work.
4. Staff resumes, licenses, and certifications.
5. Pricing
6. Non-collusion affidavit
7. Proof of SAM.gov registration and that firm is not debarred or suspended

Other important considerations:

- The Resident Inspector must be a licensed engineer or architect authorized to practice in Puerto Rico. They must also be in good standing with their professional college. A valid Puerto Rico license number and proof of good standing with the respective professional college is required.
- One licensed Resident Inspector shall be designated on the permit as Inspector of Record, with legal responsibility for certifications. Additional staff may assist under their supervision, but all certifications must be signed by the designated Resident Inspector.
- Past experience with federally funded projects and/or with school construction is preferred.

Evaluation Criteria

Experience	40%
Approach	20%

Inspector Qualifications	20%
Price	20%

Interested firms must email their proposals by **November 21, 2025**, to:

Jose L. Galarza
lcdogalarza@gmail.com
 (787) 672-3960

Questions may be submitted until **November 12, 2025**, to the point of contact above.

Colegio Ponceño reserves the right to decline any proposal that, in our opinion, is not satisfactory or that does not protect the best interests of the institution. All proponents shall comply with the legal documentation required. Every proposal will be evaluated in an independent manner and utilizing the criteria included in this document.

Colegio Ponceño reserves the right to award the project not exclusively based on pricing but rather to the most responsive and responsible bidder(s). Participants will be notified as soon as a decision is made. Bidders must limit their contact with Colegio Ponceño staff regarding this RFP to the assigned point of contact. No proposals will be accepted after the due date and time prescribed herein.

II. Deliverables

The deliverables listed below will be applicable to Phase I, the temporary campus, and Phase II, the permanent campus.

- Inspection Reports
 - Inspection reports should be developed every day that the Resident Inspector is on-site and document work performed, observations, non-conformance incidents, and corrective actions'
 - Reports should be compiled and submitted weekly to the Owner (Owner's Weekly Report) in digital format, by end of the calendar week that report is covering.
- Non-conformance Reports
 - Written notices of any observed deviations from approved plans and specifications, permits, and Puerto Rico Building Code with corrective actions and follow up verifying corrective action was taken.
 - Non-conformance reports should be included in the Owner's Weekly Report.
- Special Inspections/Testing Reports
 - Submission of special inspection and test results to the applicable permitting authority and including results in the applicable Owner's Weekly Report.
- Meeting Reports
 - Development of meeting minutes/notes, to be included in Owner's Weekly Report, for all construction meetings, particularly on matters related to non-conformance, corrective actions, and special inspection and test results.

- Final Compliance Certification
 - Formal certification submitted to the applicable permitting authority once construction is completed to confirm compliance with approved plans, specifications, permits, and Puerto Rico Building Code.
 - All construction documentation, including final compliance certification, submitted to the Owner.

III. Campus Site and Buildings

The design for the permanent campus has not been developed yet. The temporary campus plans can be seen on the school’s website at this link: [Temporary School Design](#).

IV. RFP Milestones

ITEM	DATE
RFP Published	October 31, 2025
Deadline for Questions	November 12, 2025
Deadline for Answers	November 14, 2025
Proposals Due	November 21, 2025
Expected Notification of Award	November 28, 2025,

In the event that any of the above dates are changed, an addendum to this RFP will be published on the Colegio Ponceño website.

V. Pricing

ROLE	HOURLY RATE
Resident Inspector	
Junior Inspector	
Project Support Specialist	

Hourly rates are required and will be used for the purpose of scoring. Hourly rates must include all direct project costs. The only costs that may be charged separately are travel costs. Travel costs must be consistent with 2 CFR 200.475 and supported by documentation. Generally, the school's travel policy does not consider travel within 50 miles to be a reimbursable expense. Respondents may propose additional roles as they deem appropriate, but rates must be provided for the roles listed above.

VI. Terms and Conditions

The following terms and conditions may apply to any Federally supported contract, however, some of these terms and conditions may not be relevant to this scope of work. The non-collusion affidavit at the end of this section **must be** submitted with proposals.

1. **NUMBER OF AWARDS:** At the sole discretion of Colegio Ponceño and based on the breadth and experience of Respondents to this RFP, or other factors considered in the best interest of Puerto Rico, it may award contracts to more than one respondent and award any respondent one or more steps or contract work orders. In such a case, the respondents acknowledge and agree that Colegio Ponceño reserves the right, at its sole discretion, to continue to negotiate the terms and conditions of your Proposals, amend the Proposal before it is awarded and withdraw an award. If an agreement is unacceptable to Colegio Ponceño, despite the submission of Best Offers and Final Offers (“BAFOs”), an award does not have to be made.
2. **NUMBER OF CONTRACTS:** Colegio Ponceño reserves the right, without limitation, to award more than one contract and/or select more than one qualified respondent or bidder and/or cancel this request and reissue this RFP, or another version of it, at any time prior to the execution of a binding contract. Likewise, Colegio Ponceño reserves the right to modify the contract(s) of the selected respondent(s) to extend the original duration.
3. **NO OBLIGATION TO CONTRACT / REJECTION OF PROPOSALS / CANCELLATION OF RFP:** The Issuance of this RFP does not constitute a commitment by Colegio Ponceño to award a contract. None of the participants in this RFP process have proprietary rights acquired. The performance of a contract will be subject to all approvals required by law. Colegio Ponceño has no obligation, duty or binding commitment to the selected respondent(s) until and unless Colegio Ponceño has duly executed and delivered a contract after approval of the relevant government authorities.

4. **OWNERSHIP OF PROPOSALS:** All documents, including Proposals submitted to Colegio Ponceño, become the property of Colegio Ponceño. The selection or denial of the Proposal will not affect this disposition.
5. **WAIVER OF INFORMALITIES:** Colegio Ponceño reserves the right to waive any informality and/or irregularity in a Proposal or offer if you determine that doing so is in your best interest, in the best interest of the affected communities and/or the Government of Puerto Rico.
6. **CONFIDENTIALITY:** Colegio Ponceño will not have the obligation to treat information submitted in connection with a Proposal as proprietary or confidential unless (i) the Respondent identifies such information in its Proposal as proprietary or confidential, and (ii)) The sub recipient entity determines that the information is of proprietary property or a trade secret and legitimately requires such processing or which otherwise However, it must be protected from publication in accordance with the law. If Respondent wishes to identify any information in its Proposal proprietary or confidential, it must limit such designation to only those parties' particulars of the Proposal that actually constitute proprietary information, secrets business or other confidential matters or data. Identification is strongly discouraged of the entire Proposal or entire sections of the Proposal or other designations too broadly classified as confidential or proprietary, as it may result in the Proposal not being considered appropriate. Colegio Ponceño shall have the right to use all parts of the Proposal, except those parts identified and marked as confidential or proprietary, according to you deem necessary or desirable in connection with this RFP; and, by presenting the Proposal, Respondent grants Colegio Ponceño unrestricted license to use such unrestricted parts of the Proposal.
7. **COLLECTION AND USE OF PERSONAL INFORMATION:** Respondents Are Solely Responsible to familiarize yourself with and ensure that you comply with the laws that apply to the collection and dissemination of information, including resumes and other personal information about employees and employees from any subcontractor. If this RFP requires Respondents to provide Colegio Ponceño with personal information of employees who have been included as resources in the Proposal of this RFP, Respondents will ensure that they have obtained consent by writing from each such employee prior to submitting such personal information to the entity sub recipient. Such written consent is to specify that personal information may be sent to the Colegio Ponceño for the purpose of responding to this RFP and use by Colegio Ponceño for the purposes established in the RFP. Colegio Ponceño, may at any time, request the original consent or copies of the original consent of Respondents, and by making such request, Respondents will supply the original documents.
8. **RFP AND PROPOSAL AS PART OF THE AGREEMENT:** This RFP, as well as any solicitation documents related, such as Addenda and Q&A, and the Selected Responder's Proposal will form part of any contract between Colegio Ponceño and the Respondent. If the terms of the RFP and related documents or the Proposal conflict with the contract, the terms of the contract will prevail.
9. **CONFLICT OF INTEREST:** Colegio Ponceño reserves the right to cancel the contract or impose additional conditions if it understands there is a conflict of interest. No employee, officer, or agent of Colegio Ponceño may participate in the selection, award, or administration of this contract if a conflict of interest, real or apparent, would be involved. Respondents must:
 - a. Provide information pertinent to the past or present relationships of the companies or members of

the companies with Colegio Ponceño (Record of past performance) if they exist.

- b. Notify to Colegio Ponceño as soon as possible if any aspect related to the anticipated work under the contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable).
- c. Shall explain the actual or potential conflict in writing in sufficient detail so that Colegio Ponceño is able to assess such actual or potential conflict.
- d. Must provide a list of any other current or prior consulting contracts that the firm has/ had with Colegio Ponceño, or which bear any direct or indirect relation to the activities of Colegio Ponceño.
- e. Provide a description of any recent historical or ongoing legal proceedings, interviews or investigations being conducted by any Puerto Rican or U.S. law enforcement agency, if any, involving your company or team, that are related to transactions executed in or on behalf of the Government of Puerto Rico and/or its public corporations.

In the event of real or apparent conflicts of interest, Colegio Ponceño reserves the right, at its best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Respondents. The Respondent shall accept any reasonable conflict mitigation strategy employed by Colegio Ponceño, 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.

10. EQUAL EMPLOYMENT OPPORTUNITY:

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) 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.
- (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 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.
- (7) 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 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

11. COPELAND ANTI-KICKBACK ACT:

- a. Standard. The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implemented regulations are intended to assist with enforcement of Davis Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.
- b. Applicability. For all prime construction contracts above \$2,000.00 in situations where the Davis-Bacon Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the

Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above.

c. Additional Requirements. If applicable, Colegio Ponceño must do the following:

- Include a provision for compliance with the Copeland “Anti-Kickback” Act. According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland “Anti-Kickback” Act are incorporated into the required contract provision for the Davis-Bacon Act by reference. Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act with language suggested below.
- The Copeland “Anti-Kickback Act” prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland “Anti-Kickback Act” to FEMA.
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week’s payroll period to each employee covered by the “Copeland Anti-Kickback” Act and the Davis-Bacon Act. The contractor or subcontractor must deliver the reports to a representative of a federal or state agency in charge at the building or work site within seven days of the payroll period’s payment date.
- Follow the other requirements of the Copeland “Anti-Kickback” Act and implemented

regulations. d. The following provides a sample contract clause: "Compliance with the

Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

a. Standard. Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve

the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

- b. **Applicability.** This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. **Additional Requirements** If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.
- d. For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding unpaid wages and liquidated damages.** PRASA and or the Government of Puerto Rico shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of

work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

- e. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

13. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT:

- a. Standard. For contracts over \$150,000.00 contracts must contain a provision requiring contractors to comply with the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. Applicability. This contract provision is required for all procurements over \$150,000.
- c. The following provides a sample contract clause concerning compliance for contracts of amounts more than \$150,000.00:

“Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (b) The contractor agrees to report each violation to the (name of the GPR agency or local or Indian tribal government) and understands and agrees that the (name of the GPR agency or local or Indian tribal government) will, in sum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the (name of the GPR agency or local or Indian tribal government) and understands and agrees that the (name of the GPR agency or local or Indian tribal government) will, in sum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

14. DEBARMENT AND SUSPENSION:

- a. Standard. NFEs contractors and subcontractors are subject to debarment and suspension regulations. Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.
- b. Applicability. The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non state entities to only award contracts to responsible vendors.
- c. Additional Requirements. The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.

If applicable, a contract or subcontract must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.48 SAM Exclusions can be accessed at www.sam.gov.

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.

d. Suspension and Debarment

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of GPR 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 bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED):

- a. Standard. For contracts of more than \$100,000.00 and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government.

Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

The required certification form is found in FEMA regulations. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.

- b. Applicability. The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000.00, and for subcontractors of more than \$100,000.00.
- c. Applicability. The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000.00, and for subcontractors of more than \$100,000.00.
- d. The following provides a Byrd Anti-Lobbying Amendment clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

16. ACCESS TO RECORDS:

The Contractor shall agree to provide Colegio Ponceño, the Government of Puerto Rico, the FEMA Administrator, 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. The Contractor shall agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor shall agree to provide the FEMA Administrator or his authorized representatives with access to work sites pertaining to the work being completed under the Contract.

17. RECORDS RETENTION:

The Contractor shall agree to maintain all books, records, accounts and reports required under the proposed contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of the aforementioned contract, in which case contractor shall agree to maintain same until the Government of Puerto Rico, Colegio Ponceño, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:

- a. Colegio Ponceño and the contractor are required to comply with all federal laws, regulations, and executive orders. Additionally, recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- b. The contract between Colegio Ponceño and Contractor must include the following clause: "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

19. NO OBLIGATION BY FEDERAL GOVERNMENT:

- a. FEMA is not a party to any transaction between Colegio Ponceño and the contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between Colegio Ponceño and the contractor.
- b. The contract between Colegio Ponceño and contractor must include the following clause: "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."

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

- a. Colegio Ponceño must comply with requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government. As a part of the contract with Colegio Ponceño, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements, applies to their actions under their contract.
- b. The contract between the Colegio Ponceño and contractor must include the following clause: "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".

21. AFFIRMATIVE SOCIO-ECONOMIC STEPS:

- a. For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs, such as Colegio Ponceño, are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps, for procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non- state entities.
- b. The contract between Colegio Ponceño and contractor must include the following clause:
“If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.”

22. AGE DISCRIMINATION ACT OF 1975:

The contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

23. AMERICANS WITH DISABILITIES ACT:

The contractor shall comply with the appropriate areas of Americans with Disabilities Act of 199 as enacted and from time to time amended, and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the term of this contract.

24. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of Race, Color, or National Origin, be excluded from participation in, be denied of the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

The contractor shall agree that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

26. DRUG-FREE WORKPLACE:

The Contractor shall maintain a drug-free work environment in accordance with the Drug-free Workplace Act of 1988 (41 U.S.C. § 8101 et seq.) and implementing regulations at 2 C.F.R. part 3001.

27. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:

The contractor shall not use the U.S. Department of Homeland Security Seal(s), logos, crests, or reproductions of flags or likenesses of DHS Agency Officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

28. TERMINATION FOR CAUSE AND CONVENIENCE:

At any time, contracts may be terminated by Colegio Ponceño and firms that have contracts with Colegio Ponceño for cause or convenience.

29. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS

EQUIPMENT OR SERVICES: The contractor must agree to include the following clause in the proposed contract:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services”

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph

(c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or

service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.”

30. HUD SECTION 3 REQUIREMENTS:

To the extent any HUD funding may be used to support this contract, vendors must comply with HUD Section 3 requirements by making affirmative attempts at including such entities.

Non-Collusion Affirmation:

NOTARIZED SWORN STATEMENT OF NON-COLLUSION A notarized sworn statement shall be attached to this proposal submitted to Colegio Ponceño for goods or services:

STATE OF _____; COUNTY OF _____, of lawful age, being first duly sworn, on oath says: 1. (S)He is the dully authorized agent of _____ (Respondent), the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and the _____ (Respondent) or employees, as well as facts pertaining to the giving or offering of things of value to _____ (Respondent) employees in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. (S)He is fully aware of the facts and circumstances surrounding the makeup of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidders direction or control has been a party:

a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. To any collusion with _____ (Respondent) or employees as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. In any discussions between bidders and _____ (Respondent) or employees concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signed _____

Subscribed and sworn to before me this _____ day of _____, 20____. Notary Public (or Clerk or Judge) _____