

COMMONWEALTH OF PUERTO RICO

**PUERTO RICO FEDERAL AFFAIRS ADMINISTRATION
AGREEMENT FOR PROFESSIONAL SERVICES**

**CONTRACT NUMBER 2021-CR0009
ACCOUNT NUMBER:**

GOVERNMENT OFFICIAL: Jenniffer González-Colón, Resident Commissioner of Puerto Rico

DATE: February 19, 2021

AS PARTY FOR THE FIRST PART: The Puerto Rico Federal Affairs Administration (PRFAA), a government agency of the Government of Puerto Rico created by Act. No. 77 of June 19, 1979, (Act No. 77) as amended, represented herein by its Executive Director, Carmen M. Feliciano, of legal age, single and resident of Alexandria, Virginia, hereinafter referred to as "THE AGENCY".

AS PARTY OF THE SECOND PART: Milagros Gavilán Pérez, married, of legal age and resident of McLean, Virginia, hereinafter referred to as "THE CONSULTANT" and, collectively with THE AGENCY, the "Parties".

The appearing parties reaffirm their personal circumstances and claim to have the necessary authority to enter into this Agreement which they are willing to show where and when necessary, and so, freely and voluntarily:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

WHEREAS: The Resident Commissioner needs professional advice on economic development, federal funding, government affairs and legislative topics (including the Congressional caucus that the Resident Commissioner attends).

WHEREAS: The Resident Commissioner does not have in her Office a position whose classification fits the form and manner of this engagement nor does it have enough personnel to perform the services required under this Agreement.

WHEREAS: The Consultant has the capacity, preparation and experience necessary to offer the advisory services described above, which it undertakes to provide in this Agreement;

WHEREAS: Law 77 of June 18, 1979, Article 8(b) provides to be allocated in the Agency's annual budget, a budgetary provision of funds necessary for the performance of the functions of the Resident Commissioner, in and out of Puerto Rico, pursuant to Act No. 213 of 12 May 1942, as

amended (23 LPRA §§ 101 et seq.). This annual amount is to be disbursed by the Special Disbursing Officer Administration at the request of the Resident Commissioner, which may be used for payment of any official expenditure under the provisions of Act No. 230 of July 23, 1974 (3 LPRA secs. 283 to 283p) and the regulations in force in Puerto Rico.

WHEREAS: Law 77 of June 19, 1979, as amended, in its Article 5 (g) establishes that among the duties, and powers of the Executive Director of the Agency, is to pay and obtain through contracts, charged to the correspondent assigned funds, the professional services the Agency needs to perform its functions.

WHEREAS: The Agency wishes to engage the Consultant to provide such services and the Consultant is willing to provide them on and subject to the terms and conditions set forth below.

NOW, THEREFORE, the Agency and the Consultant enter into this Agreement for Professional Services (the "Agreement") under the following:

TERMS AND CONDITIONS

FIRST: Services: The Agency hereby engages the Consultant, to render services to the Office of the Resident Commissioner. The Consultant undertakes to provide the following professional services to the Office of the Resident Commissioner:

1. Provide advice to the Resident Commissioner in aspects of federal public policy.
2. Provide advice to the Resident Commissioner in matters of economic development, federal funds government relations and federal legislative matters.
3. Attend with the Resident Commissioner and / or on behalf of the Resident Commissioner, if required, to meetings, official events and activities.
4. Any other duty delegated to the Consultant by the Resident Commissioner.

Both contracting parties acknowledge and accept that the contracted services may be rendered to any entity of the Executive Branch with which the contracting entity enters into an interagency agreement with or as determined by the office of the Chief of Staff. These services shall be rendered under the same terms and conditions with respect to work hours and compensation, as set forth in this Agreement. For purposes of this provision, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico as well as all instrumentalities and public corporations and the Office of the Governor.

SECOND: Report and Invoice: The Consultant will render a monthly report to the Office of the Resident Commissioner duly certified under its signature in which it will state the dates, a description of the services, that the services were provided and have not been paid and endorsed by

the signature of the Resident Commissioner and The Agency. Invoices submitted for payment must be submitted no later than the first ten (10) days of the month after the services were rendered.

The Consultant will keep all reports, invoices and other documents related to its services to be examined or copied by the Office of the Comptroller of Puerto Rico in its interventions. Said documents must be kept for a period of six (6) years or until an intervention is made by the Office of the Comptroller, whichever comes first.

THIRD: Fees for the Services: The total amount to be paid by the Agency in relation to the services provided under this Agreement, excluding expenses, shall not exceed the amount of eighteen thousand dollars (\$18,000.00). However, the maximum monthly amount to be invoiced by the Consultant, excluding expenses, shall not exceed three thousand dollars (\$3,000.00) for each calendar month. The hourly rate for the services to be offered by the Consultants is established at a rate of one hundred dollars (\$100.00) per hour, up to a maximum of 30 hours per month.

The bill must be certified as correct and outstanding by the Consultant. The Consultant certifies, understands and acknowledges that a monthly submission of an invoice certifying the correctness of the billed amount will be required, stating that the amount billed is due in full and no compensation has been received for it. For this purpose, the Consultant shall be obliged to include in each of the submitted invoices for services rendered, a certification indicating the following:

Under penalty of nullity, I certify that no officer or public employee of the Puerto Rico Federal Affairs Administration or of the Commonwealth of Puerto Rico is party or has any interest in the earnings or benefits product of the Agreement object of this invoice and, if a party does have interest in the earnings or benefits of the Contract, a prior waiver has been obtained. The only consideration given for the services object of the Agreement is the payment agreed upon with the authorized representative of the Puerto Rico Federal Affairs Administration. The amount of this invoice is fair, true and correct, the services have been rendered and they have not been paid for.

FOURTH: Budget Item: The payments to be made to the Consultant for the services object of this Agreement will be charged to the Agency item _____ assigned to the Office of the Resident Commissioner of Puerto Rico in Washington, D.C., as stated in current Budget of the Government of Puerto Rico.

FIFTH: Subject to the third paragraph of this Agreement, the Agency will reimburse the Consultant for the expenses incurred by it during official trips and in procedures directly related

to its duties arising from this Agreement and expressly required and approved by the Office of the Resident Commissioner (*See Appendix A*). The reimbursement will be limited to those expenses incurred by the Consultant related to air transportation in economy class and accommodation, as well as those incidental expenses that are necessary and reasonable. Incidental expenses that exceed the amount of one hundred fifty dollars (\$150.00) per day will not be refundable. Additionally, the request for payment of refunds will be subject to the applicable laws and regulations of the Commonwealth of Puerto Rico that, as well as the additional rules approved by the Agency and the Office of the Resident Commissioner to govern the operation of its offices.

SIXTH: *Amendments in writing:* Both parties are duly bound to faithful compliance with this Agreement for all purposes of the law. No agreement or understanding verbally made may form part of this Agreement. Any changes or substantial modification agreed by the parties concerning the terms and conditions thereof, shall be incorporated by formal amendment during the term of this Agreement, in accordance with the rules governing contracting with entities of the Government of Puerto Rico and subject to the availability of funds for implementation of the amendment. For the Agreement amendment to become effective and enforceable, it will have to be registered in the Office of the Comptroller of Puerto Rico.

GENERAL CONTRACT PROVISIONS

SEVENTH: *Subcontracting:* The Consultant shall not subcontract part or all the services subject of this Agreement, without the prior written authorization of the Resident Commissioner and the Agency; it being understood that any obligation arising from a subcontract not approved by the Agency, shall be of the sole responsibility of the Consultant.

EIGHT: *Audit:* The Consultant acknowledges that this Agreement for Professional Services will be subject to the inspection and audit by the Office of the Comptroller of Puerto Rico, or its authorized representatives.

NINTH: *Independent Contractor:* The Consultant, during the term of this Agreement will not accrue any kind of fringe benefits such as vacation or sick leave or Christmas Bonus because it is considered an independent contractor. the Agency or Office of the Resident Commissioner shall not make any federal social security contributions, as the Consultant is considered self-employed, or an independent contractor.

TENTH: *Contracts with other agencies and conflict of interest:* The Consultant certifies that it has no other contract with any agency or instrumentality of the Government of Puerto Rico at the time of the execution of this Agreement. In the event that this Agreement or any other future

agreement may present a conflict of interest, the Agency must be notified immediately, and, at its sole discretion, the Agency may terminate the Agreement.

ELEVENTH: *Certification:* The Consultant certifies not to be retired due to disability and not to be a pensioner of the Retirement Systems of the Governments of the Commonwealth of Puerto Rico.

TWELFTH: The Consultant certifies and assures that no officer or employee of the Agency has a direct or indirect pecuniary interest with this Agreement, or any share of the benefits thereof.

THIRTEENTH: *Prohibition:* The Consultant agrees not to employ or have contractual relations with any officer or employee of the Agency, when the officer or employee participates in institutional decisions, or has the power to decide or influence official decisions related to the hired person, business or entity.

FOURTEENTH: *Duty to Notify:* The Consultant shall be responsible for immediately reporting to the Agency or the Office of the Resident Commissioner about any irregularity beyond its control that prevents it from complying with the terms of this Agreement.

FIFTEENTH: *Damages:* The Consultant shall not be relieved of liability for damages caused to the Agency or the Office of the Resident Commissioner and/or to third parties during the rendering of the services subject of this Agreement.

SIXTEENTH: *Severability:* If any word, phrase, sentence, paragraph, subsection, section, clause, topic or part of this Agreement or its annexes were challenged for any reason before a court and declared unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions and parts of this Agreement, but its effect will be limited to the word, phrase, sentence, paragraph, subsection, section, clause, topic or part so declared and the nullity or invalidity of any word, phrase, sentence, paragraph, sub section, section, clause, topical or part in any specific case will not affect or impair in any way its application or validity in any other case, except when specifically and expressly invalidated for all cases.

SEVENTEENTH: *Reservation of Right:* The omission or delay by the Agency or the Office of Resident Commissioner in exercising any right that it may have under this Agreement, shall not constitute a waiver of such right.

EIGHTEENTH: The Consultant certifies that upon the execution of this Agreement it does not receive any payment or compensation for regular services rendered under appointment to another public entity and that it does not hold any position in municipal governments or in the Government of Puerto Rico, and that if it holds a position at the University of Puerto Rico it certifies

that the necessary steps to obtain a waiver to grant this Professional Services Agreement, pursuant to the provisions of Act No. 100 of June 27, 1956, as amended (18 LPRA, Section 679).

NINETEENTH: *Governing Law and Venue:* This Agreement and any dispute relating to the Services arising thereof will be governed by and construed, interpreted and enforced in accordance with the laws of Puerto Rico. The court and authorities of Puerto Rico shall have exclusive jurisdiction over all controversies that may arise with respect to this Agreement. The venue will be the Puerto Rico Court of First Instance in San Juan. The parties hereby waive any other venue to which they might be entitled by virtue of domicile or otherwise. Should either Party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. The Party bringing the suit or action before a court not agreed to herein shall pay the other Party all the costs of seeking dismissal including reasonable attorney's fees.

TWENTIETH: *Standards of Conduct:* The Consultant understands and recognizes that through this Agreement it shall comply with the provisions of Act. No. 84 of June 18, 2002, known as the Code of Ethics for contractors, service providers and Applicants for Economic Incentives of the Executive Agencies government of Puerto Rico, and the Government Ethics Law, Act 1 of January 3, 2012. Further, the Consultant:

(A) Certifies that it is not related to public officials from the Office of the Resident Commissioner or the Agency, having capacity to enter into this Agreement and if related to a public official of said office, has sought and obtained the applicable waiver prior to awarding the Agreement.

(B) Certifies that it is not a former officer or former employee of the Office of the Resident Commissioner or the Agency with less than two (2) years from the termination in said job or previous employment in that Office.

(C) Commits to reporting acts that are in violation of the Code of Ethics for Contractors, Service Providers and Applicants for Economic Incentives of the Executive Agencies of the Government of Puerto Rico, and the Ethics in Government Act or constitute acts involving corruption or crimes against the treasury and public faith on which it has knowledge related to the Agreement.

(D) Will not involve a servant or former public servant of the Office of the Resident Commissioner or the Agency, the Resident Commissioner or other agency or branch of the Government of Puerto Rico in any violation to the provisions of the "Law of Government Ethics of Puerto Rico of 2011" cited above.

(E) Certifies that it has received a copy of Act No. 1-2012, as amended, known as the

Government Ethics of Puerto Rico Act of 2011 and Act No. 84-2002, as amended, known as the Code of Ethics for Contractors, Suppliers of Goods and Services, and Applicants for Economic Incentives.

(F) Accepts the ethical rules of her profession and assumes responsibility of the taken actions.

TWENTY-FIRST: *Intellectual Property:* All intellectual work carried out by the Consultant will become the property of the Office of the Resident Commissioner without any additional payment to the one agreed in this Agreement. Neither shall the Consultant patent any material of any nature resulting from the fulfillment of this Agreement.

The Consultant recognizes its obligation to maintain absolute confidentiality regarding the information that comes to its knowledge, in the provision of the services contracted here.

The Consultant agrees to indemnify the Agency and the Government of Puerto Rico against any legal liability or expense incurred, including legal fees and related expenses, as a result of a publication or disclosure of any material or document prepared or advised by the Consultant, which gives rise to any claim, including, but not limited to: libel, slander, defamation, invasion of privacy, plagiarism, unfair competition, misappropriation of ideas and copyright infringement.

TWENTY-SECOND: The Consultant certifies that, in rendering the services under this Agreement, it will not discriminate against any employee or contractor on the basis of race, color, sex, national origin, or religious belief, nor will it promote religious or political interests.

TWENTY-THIRD: *Termination of Agreement:* Notwithstanding any provision to the contrary in this Agreement, the Agency and the Resident Commissioner shall have the right to terminate this Agreement at any time, for convenience, by providing the Consultant fifteen (15) day's prior notice by registered mail, return receipt requested, or overnight express mail. This Agreement shall terminate on the date indicated in the notice, which shall be at least fifteen (15) days following the date of such notice.

Likewise, the Consultant shall have the right to terminate this Agreement by providing the Authority thirty (30) day's prior written notice by registered mail, return receipt requested, or overnight express mail, if circumstances exist beyond the Consultant's reasonable control which make it unethical or impractical for the Consultant to continue to perform the work hereunder.

The rights, duties, and responsibilities of the Agency, the Resident Commissioner and the Consultant shall continue in full force and effect during the applicable notice period. The Agency shall be obligated to pay all fees incurred up to the date of termination, in accordance with the terms of this Agreement. The Consultant shall have no further right to compensation except for

amounts accrued for Services rendered under this Agreement until said date.

The Consultant's failure to comply with its duties and responsibilities and to perform the Services as set forth herein, or failure to abide to its ethical or professional standards, or its negligence or unlawful behavior (including, without limitation, conviction in a Puerto Rico or United States Federal court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, as amended, known as the "Enabling Act of the Office of Government Ethics of Puerto Rico, of any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico), shall constitute a breach of the Agreement by the Consultant that shall entitle the Agency or the Resident Commissioner to terminate this Agreement immediately and shall, without limitations as to any other rights, release and discharge the Agency and the Resident Commissioner from any further obligations and liabilities hereunder, and without having to comply with the notice requirements set forth in first paragraph of this Twenty-Third Clause.

The office of the Chief of Staff shall also have the power to terminate this Agreement at any time.

All notification must be sent to the following address:

THE CONSULTANT

Milagros Gavilán Pérez

**OFFICE OF THE
RESIDENT COMMISSIONER**

Hon. Jenniffer González Colón
U.S. House of Representatives
2338 Rayburn House Office Building
Washington, D.C. 20515

THE AGENCY

Carmen M. Feliciano
1100 17th St. NW, Suite 701
Washington, D.C. 20036-4635

TWENTY-FOURTH: Contracting Requirements of the Government of Puerto Rico: The Consultant will comply with all applicable laws, regulations and executive orders that regulate the contracting process requirements of the Government of Puerto Rico. Particularly, Act No. 237-2004, as amended, which establishes uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth of Puerto Rico (3 L.P.R.A § 8611 et seq.), and the Puerto Rico Department of Treasury Circular Letter

Number 1300-16-16 issued on January 22, 2016.



The Consultant accepts and acknowledges its responsibility for requiring and obtaining all similar warranties and certifications required under this Clause from each and every approved subcontractor whose service the Consultant has secured in connection with the Services and shall forwards such evidence to the Agency as to its compliance with this requirement.

Any person engaged by the Consultant in accordance with the conditions herein established who dedicates twenty-five percent (25%) or more of his or her time to provide Services related to the Agreement shall be considered subcontractors for the purposes of this Clause. Notwithstanding anything herein to the contrary, the Consultant shall have the right to rely conclusively on the aforementioned certifications from government agencies in making the representations in this Clause.

For the purposes of this Agreement, 'tax debt' shall mean any debt that the Consultant, or other parties which the Agency authorizes the Consultant to subcontract, may have with the Government of Puerto Rico for income taxes, real or personal property taxes, including any special taxes levied, license rights, tax withholding for payment of salaries and professional services, taxes for payment of interest, dividends and income to individuals, corporations and non-resident accounting firms, unemployment insurance premiums, workers compensation payments, Social Security for chauffeurs, and ASUME (as defined below).

- A. **Department of Treasury of Puerto Rico:** Pursuant to Executive Order Number OE-1991-24 of June 18, 1991 ("EO-1991-24") and Act No. 237-2004, as amended, the Consultants hereby certifies and guarantees that it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The Consultant further certifies that is has complied and is current with payment of any and all income taxes that are or were due to the Government of Puerto Rico. In compliance with this Clause, the Consultant certifies that at the execution of this Agreement it has presented to the Agency the corresponding certifications issued by the Department of Treasury of Puerto Rico (the "Department of Treasury"). The Consultant shall also provide, to the satisfaction of the Agency, and whenever requested by the Agency during the term of this Agreement, any other documentation necessary to support its compliance with this Clause. The Consultant will be given a specific amount of time by the Agency to produce said documents. During the term of this Agreement, the Consult agrees to pay and/or to remain current with any repayment plan agreed to by the Consultant with the Government of Puerto Rico. Executive

Order (EO-24-1991).

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- B. **Department of Labor and Human Resources of Puerto Rico**: Pursuant to Executive Order Number 1992-52 of August 28, 1992, which amends EO-1991-24, the Consultant hereby certifies and warrants that it has made and will continue to make 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. In compliance with this Clause, the Consultant certifies that at the execution of this Agreement it has presented to the Agency the corresponding certifications issued by the Department of Labor and Human Resources of Puerto Rico. Executive Order 1992OE52.
- C. **Department of State of Puerto Rico**: The Consultant shall provide to the Agency a certificate of incorporation and a Good Standing Certificate issued by the Department of State of Puerto Rico as proof that it is duly authorized to do business in Puerto Rico and has complied with its annual filing obligations.
- D. **Municipal Revenue Collection Center (known in Spanish as "Centro de Recaudación de Ingresos Municipales", and hereinafter referred to by its acronym "CRIM")**: The Consultant hereby certifies and guarantees that it does not have any current debt with regards to real and personal property taxes that may be registered with CRIM. The Consultant further certifies that it is current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico or any instrumentality thereof. In compliance with this Clause, the Consultant certifies that at the execution of this Agreement it has presented to the Agency the corresponding certifications issued by CRIM. The Consultant shall also provide, whenever requested by the Agency during the term of this Agreement, any other documentation necessary to support its compliance with this Clause. The Consultant agrees to pay and/or to remain current with any payment plan agreed to by the Consultant with the Government of Puerto Rico with regards to its property taxes. 3 L.P.R.A. § 8611 et seq.; 21 L.P.R.A. § 5001 et seq.
- E. **Child Support Administration (known in Spanish as "Administración para el Sustento de Menores", and hereinafter referred to by its acronym, "ASUME")**: The Consultant certifies that neither the Consultant nor any of its owners, affiliates or subsidiaries, if applicable, have any debt or legal procedures to collect child support payments registered with ASUME. In compliance with this Clause, the Consultant certifies that at the execution
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of this Agreement it has presented to the Agency the corresponding certification issued by ASUME. 3 L.P.R.A. § 8611 et seq.

- F. **Social Security and Income Tax Withholdings**: In compliance with EO-1991-24 and C.F.R. Part 404 et. seq., the Consultant will be responsible for paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income from this Agreement. Executive Order 1991OE24' C.F.R. Part 404 et. seq.
- G. **Income Tax Withholdings Law**: The Consultant is an independent contractor and, as such, agrees and acknowledges that it has sole responsibility and liability for any and all taxes contributions, penalties, interest, licenses, fees or other sums payable in connection with the fees and expenses paid pursuant to this Agreement, including, without limitation, any Commonwealth, federal and local income taxes, tax withholdings, excise taxes, sales and use taxes, payroll taxes, municipal taxes and any other taxes applicable under the tax laws of Puerto Rico, the United States, or any other jurisdiction, as such laws may be amended from time to time. Notwithstanding the foregoing, unless the Consultant provides to the Agency a waiver or exemption certificate issued by the Department of the Treasury, the Parties hereby agree that the Agency shall withhold and submit to the Department of the Treasury all amounts required to be withheld pursuant to the Puerto Rico Internal Revenue Code of 2011, as amended from time to time, and any other taxes required to be withheld under any applicable laws, as amended from time to time. In addition to the foregoing, the Agency shall also withhold the special contribution of one-point five percent (1.5%) of the gross amounts paid under this Agreement as required by Act No. 48-2013, as amended, and shall forward such withholdings to the Department of Treasury. The Agency will also notify the Department of Treasury of all payments and reimbursements made to the Consultant. 2011 L.P.R. 232; 3 L.P.R.A. §8611.
- H. **Enabling Act of the Office of Government Ethics of Puerto Rico, Act No. 1-2012, as amended**: The Consultant certifies that it is in compliance with Act No. 1 of January 3, 2012, as amended, known as the Enabling Act of the Office of Government Ethics of Puerto Rico (“Act No. 1-2012”).
- I. **Act for the Improvement of Family Assistance and for the Support of the Elderly, Act. No. 168-2000, as amended**: The Consultant hereby certifies that if there is any judicial or administrative order demanding payment or any economic support under the Act for the Improvement of Family Assistance and for the Support of the Elderly (known

in Spanish as “*Ley de Mejoras al Sustento de Personas de Edad Avanzada de Puerto Rico*”), Act. No. 168-2000, as amended, the same is current and in all aspects in compliance. 8 L.P.R.A. §711 et seq.

J. **Agreement Registration in the Office of the Comptroller of Puerto Rico, Act No. 18 of October 30, 1975, as amended:** Payment for Services rendered under this Agreement will not be made until this Agreement is properly registered in the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 -1975, as amended.

K. **Code of Ethics for Contractors, Suppliers, and Applicants for Economic Incentives of the Government of Puerto Rico, Chapter III of Act No. 2-2018:** The Consultant hereby recognizes and agrees that it shall be bound by and comply with all applicable provisions of the Code of Ethics for Contracts, Suppliers, and Applicants for Economic Incentives of the Government of Puerto Rico (known in Spanish as “*Código de Ética para Contratistas, Soplidores y Solicitantes de Incentivos Económicos del Gobierno de Puerto Rico*”), Chapter III of Act No. 2-2018. The Consultant acknowledges that it has received a copy of Act 2-2018 and agrees to abide and comply with its dispositions.

L. **Certification of other government agreements:** The Consultant hereby certifies that, at the time of execution of this Agreement, it does not have any other agreement with any agency, public corporation, municipality, or instrumentality of the Government of Puerto Rico, except for:

- 1.
- 2.

The Consultant certifies that said agreements are not in conflict with the Services provided hereunder.

M. **Negative Certification of Criminal Record:** The Consultant certifies and guarantees that, at the execution of this Agreement, neither the Consultant, nor any of its partners, associates, officers, directors, employees, agents or subcontractors have been convicted or have been found guilty in any Puerto Rico or United States Federal court for any of the crimes included under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes under Act No. 2-2018 or any other felony that involves misuse of public funds or property, including, but not limited to the crimes mentioned in

Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico (“Act No. 8-2017”). The Agency shall have the right to terminate this Agreement in the event the Consultant is convicted in a Puerto Rico or United States federal court for any of the aforementioned crimes.

Furthermore, neither the Consultant, nor any of the aforementioned persons, has knowledge of any of the foregoing being the subject of any investigation in either a civil or a criminal procedure in a state or federal court, for criminal or civil charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property. If the status of the Consultant or any of its partners, associates, officers, directors, employees, agents or subcontractors, with regards to the charges previously mentioned should change at any time during the term of the Agreement, the Consultant shall notify the Agency immediately. The failure to comply with this responsibility constitutes a violation of this Clause.

In addition to the foregoing, Act No. 2-2018 requires that any person or entity who wishes to be granted a contract with any municipality, 28 34797 agency, instrumentality or public corporation of the Government of Puerto Rico for the rendering of services must submit a sworn statement signed before a notary public stating neither the Consultant nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for the Consultant, has been convicted or has plead guilty to any of the crimes listed under Article 6.8 of Act No. 8-2017 or any of the crime included in Act No. 2-2018.

- N. **Investment Act for the Puerto Rican Industry, Act No. 14-2004, as amended:** In compliance with the dispositions of Act No. 14-2012, known as the Investment Act for the Puerto Rican Industry, the Consultant shall use articles extracted, produced, assembled, packaged or distributed by companies with operations in Puerto Rico or distributed by agents established in Puerto Rico while rendering the Services, provided such articles are available.
- O. **Consequences of Non-Compliance:** The Consultant expressly agrees that the conditions outlined throughout this Clause are essential requirements of this Agreement. Consequently, should any one of these representations, warranties, and certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for

the Agency to render this Agreement null and void and to require that the Consultant reimburse to the Agency all moneys received under this Agreement.

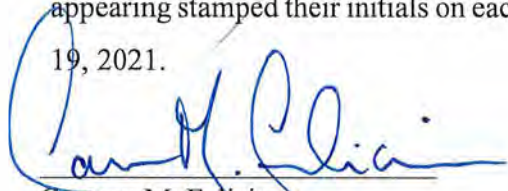
- P. **Financial Oversight and Management Board for Puerto Rico's ("FOMB") Policy for Review of Contracts:** The Parties acknowledge that the Consultant has presented to the Authority the certification entitled "Contractor Certification Requirement" required pursuant to FOMB's Policy for Review of Contracts effective as of November 6, 2017, as modified on October 30, 2020, signed by the Chief Executive Officer of the Consultant (or other officer with equivalent position or authority to issue such certifications). A copy of the signed "Contractor Certification Requirement" is included herein as Appendix C to this Agreement.

TWENTY-FIFTH: *Information Provided by The Resident Commissioner:* The Resident Commissioner will submit to Consultant all information in the Resident Commissioner's control necessary for Consultant to perform the Services covered by this Agreement. The Services are not of a legal nature, and Consultant will in no event give, or be required to give, any legal opinion or provide legal representation to the Resident Commissioner. The Resident Commissioner is responsible for the accuracy and completeness of the information submitted to the Consultant in order to perform the Services and agrees to notify the Consultant, as soon as possible, of any problems or errors in such information that the Resident Commissioner becomes aware of.

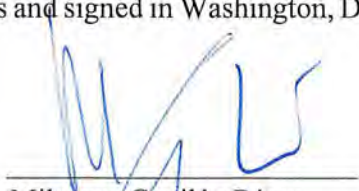
TWENTY-SIXTH: *Validity:* This Agreement will be valid from the date of its signature until June 30th, 2021.

ACCEPTANCE

IN WITNESS WHERE OF, the parties hereto accept this Agreement in all its parts for being faithful and exact to the agreements and wills of the parties. And for the record, the appearing stamped their initials on each of the pages and signed in Washington, D.C., on February 19, 2021.



Carmen M. Feliciano
THE AGENCY
EIN.



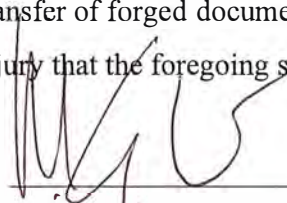
Milagros Gavilán Pérez
THE CONSULTANT
SS:

APPENDIX B

AFFIDAVIT

I, MILAGROS GAVILAN, declare under oath that:

1. I do not have and have not had to submit income tax returns in Puerto Rico during the past five years, has otherwise complied with all its other tax obligations under applicable statutes and jurisdictions during the past five years, and that it does not currently have any outstanding income, excise, real or chattel property taxes or other tax debt with the Government.
2. I do not owe outstanding unemployment insurance premiums, workers' compensation payments, or social security for chauffeurs in Puerto Rico Department of Labor and does not have any alimony pension retention order for any garnishment of employee's salary for pending debts before Puerto Rico's family service authority (ASUME).
3. I have not been convicted and have no knowledge of being the subject of any investigation in either a civil or a criminal procedure in a territorial, state or federal court for criminal charges related to the public treasury, the public trust, a public function, fraud, or a fault that involves public funds or property.
4. I have not been accused, convicted, pleaded guilty or is under investigation for aggravated misappropriation, in all its modalities; extortion; construction fraud; fraud in the execution of construction works; fraud in the delivery of goods; undue intervention in the processes of awarding bids or in government operations; bribery, in all its modalities; aggravated bribery; offer to bribe; undue influence; crimes against public funds; preparation of forged documents; presentation of forged documents; forgery of documents; possession and transfer of forged documents.
5. I declare all above, under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge.



 MILAGROS GAVILAN
 (PRINTED NAME)

Subscribed and sworn to before me on this 01 day of March, 2021.

SAMINA A SUMI
 NOTARY PUBLIC
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES APR. 30, 2022
 COMMISSION # 7592584

Savine A. Sui

 Notary Public

My commission expires on April 30, 2022

APPENDIX C

CONTRACTOR CERTIFICATION REQUIREMENT

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract is (are) the following:

N/A

2. Neither the contractor nor any of its owners, partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows:

N/A

3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

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

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

By: [Signature]

Title:

Date: 1/3/21