

GOVERNMENT DEVELOPMENT BANK FOR PUERTO RICO
Roberto Sánchez Vilella Government Center
100 De Diego Avenue, Central Building, San Juan, Puerto Rico 00907
PO Box 42001, San Juan, Puerto Rico 00940-2001
Tel. (787) 722-2525

MAINTENANCE & MISCELLANEOUS SERVICE ORDER (ORDER)

Name and Address of Contractor:	Order Number:
	DATE:
	SOCIAL SECURITY NUMBER: (Personal or Company ID Tax No.)

EFFECTIVE FROM:	
SERVICE DESCRIPTION	Amount
The Contractor will provide _____ service for as described in the Contractor written proposal dated _____ which is enclosed and made part of this Order as Appendix A . If any part of Appendix A is found to contradict or be inconsistent with any provision of the Terms and Conditions set forth herein, such Terms and Conditions shall take precedence over Appendix A and govern the matter in question. The parties agree that the Contractor will be compensated by the Bank for a maximum amount of \$_____.	\$0.00
Equal Opportunity Rights Employer	TOTAL AMOUNT \$0.00

CONDITIONS WHICH ALL CONTRACTORS MUST COMPLY:

Introduction:

Within the actual judicial framework of the Commonwealth of Puerto Rico there are various legal precepts which guide the process behind the purchase of goods and services by the government. As a result, a number of laws, executive orders, regulations and circular letters have been written which outline the requirements concerning the execution of government contracts. Noncompliance with these norms may result in the loss of public funds which could carry severe penalties, such as the dissolution of the original agreement. In order to comply with the foregoing and in virtue of the authority conferred in its corporate by-laws to purchase goods and services, the Government Development Bank for Puerto Rico (the "Bank"), its subsidiaries and affiliates, as governmental entities subject to these requirements, demand the Contractor to comply with the following minimum terms and conditions:

1. The Bank shall terminate this Order by providing the Contractor a thirty (30) days notice from the date such cancellation is intended. The rights, duties and responsibilities of the Bank and the Contractor shall continue in full force and effect during the thirty (30) day notice period. The Contractor shall have no further right to compensation except for what has been accrued for services rendered under this Order until said date.
2. The Contractor shall not subcontract the services under this Order, or contract consultants or other services without the prior written authorization of the Bank. A request to subcontract, or to contract experts or other consultants, shall specify the issues or matters that will be referred to the supplier. The professional fees earned by these suppliers will be deducted from the total maximum amount that the Contractor may receive under the terms of this Order.

FORM OF PAYMENT, INVOICING AND RETENTION:

3. The Contractor will submit to the Bank monthly invoices within the first thirty (30) days following the period invoiced. Each invoice will include itemized details of the services rendered and the hours dedicated to each activity, and must comply with the following requirements:
 - a) Invoices must be duly certified as correct and pending payment by an officer in charge of the account with the Bank or an authorized representative from the Contractor.
 - b) Invoices for services and/or reimbursement of expenses related to this Service Order must be delivered directly to the attention of the Bank's Accounts Payable Department, at either of the following addresses:

Postal Address:

Governmental Development Bank
ACCOUNTS PAYABLE DEPT
 PO Box 42001
 San Juan, PR 00940-2001

Physical Address:

Governmental Development Bank
ACCOUNTS PAYABLE DEPT.
 100 De Diego Avenue
 Roberto Sánchez Vilella Government Center
 Central Building – **Floor P**
 San Juan, PR 00907-2345

- c) Invoices must include a written certification stating that no officer or employee of the Bank, its subsidiaries or affiliates, will derive or obtain any benefit or profit of any kind from this Order, with the acknowledgment that invoices which do not include this certification will not be paid. This certification must read as follows:

"We certify under penalty of nullity that no public servant of the Government Development Bank for Puerto Rico, its subsidiaries or affiliates, will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Bank. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received."

- d) The Bank will review all invoices and, if found acceptable, these will be approved and processed for payment. The Bank reserves the right to conduct the audits it deems necessary on the invoices and any other related documents.
 - e) Unless otherwise agreed to by the Bank, invoices must be submitted within one hundred twenty days (120) after the end of the month during which services were rendered. The Bank will not honor invoices submitted after this time, and the Contractor accepts and agrees to this requirement.
4. No withholding or deductions shall be made from payments to the Contractor for income tax purposes, except for those withholdings or deductions required under the Puerto Rico Internal Revenue Code and its regulations.. The Contractor shall be responsible for paying: (i) all applicable income taxes in accordance with any and all applicable income tax laws, and (ii) any corresponding contributions to the Social Security Administration. The Bank will inform the Income Tax Bureau of the Department of the Treasury of Puerto Rico the amounts paid or reimbursed to the Contractor.
 5. Any services provided in Puerto Rico by a foreign Contractor shall be identified in the invoices, and the Bank shall deduct and withhold twenty-nine percent (29%) (if a corporation) or twenty percent (20%) (if an individual) of the gross amounts paid for these services, when any of these amounts constitutes gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the Puerto Rico Internal Revenue Code, Act No. 1 of January 31, 2011. The Bank shall forward such amount to the Department of the Treasury of Puerto Rico

LOYALTY AND CONFIDENTIALITY:

6. The Contractor shall keep in strict confidence all information it might come in contact while executing its professional services and shall not make public or disclose any of said materials without the previous written consent of the Bank, provided such information is not previously known to the Contractor, is not within the public domain, or is not furnished to the Contractor by a third party who is under no obligation to keep the information confidential.
7. The Contractor acknowledges that in executing its professional services pursuant to this Order it has the obligation to exhibit complete loyalty towards the Bank, including having no adverse interests to this government entity. Adverse interests include representing clients who have or may have interests that are contrary to the Bank's. This duty includes the continued obligation to disclose to the Bank all circumstances of its relations with clients and third persons, and any interest which could influence the Contractor when executing this Order or while it is in effect.
8. The Contractor's failure to comply with its duties and responsibilities and to perform the services as set forth herein, or its negligence or unlawful behavior, shall entitle the Bank to terminate this Order forthwith and without having to comply with previous notice requirements.

CERTIFICATIONS AND REPRESENTATIONS FROM CONTRACTOR:

9. The Contractor certifies that it has received a copy of Act No. 84, enacted on June 18, 2002, which established a Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Commonwealth of Puerto Rico, and that it also received a copy of Act No. 12, enacted on July 24, 1985, as amended, known as Ethics in Government Act. The Contractor further agrees to comply with the dispositions contained in both laws.
10. The Contractor certifies and guarantees that at the execution of this Order, the Contractor, its officers, employees and agents have not been convicted, or that it has no knowledge that it is the subject of any investigation in either a civil or a criminal procedure in a state or federal court for criminal charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property.
11. The Contractor certifies that none of its directors, officers or employees receives salary or any kind of compensation for the delivery of regular services by appointment in any agency, instrumentality, public corporation or municipality of the Government of Puerto Rico.
12. The Contractor certifies that during the past five years it has filed income tax returns in Puerto Rico and that it has no outstanding debts with the Commonwealth of Puerto Rico for income taxes, real or chattel property taxes. The Contractor also certifies that it does not have outstanding debts regarding its payment of unemployment insurance premiums, workers compensation payments or social security for chauffeurs in Puerto Rico.
13. Prior to the execution of this Order, the Contractor shall present to the Bank the corresponding tax debt certifications issued by the Department of the Treasury of Puerto Rico, the Department of Human Resources, the Center for Collection of Municipal Taxes (also known for its Spanish acronym, "CRIM"), the Administration for the Sustenance of Minors (also known by its Spanish acronym, "ASUME") and the Puerto Rico Department of State, as evidence of its current tax status in Puerto Rico. To that effect, the Bank will give the Contractor a list of the required tax certifications it must submit.

The Contractor certifies that at the execution of this Contract it has not submitted income tax returns in Puerto Rico during the past five years, and that it is not aware of any outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes. The Contractor also certifies that it does not have outstanding debts regarding its payment of unemployment insurance premiums, workers compensation payments or social security for chauffeurs in Puerto Rico and the Administration for the Sustenance of Minors (known by its Spanish acronym, ASUME). . Accordingly, a sworn statement is appended hereto and made to form part of this Contract as **Appendix B**.

Prior to the execution of this Order, the Contractor shall present to the Bank the Single Source Bidders' Certificate of Eligibility, known in Spanish as a "Certificado de Elegibilidad del Registro Único de Licitadores", issued by the General Services Administration, as evidence of compliance with the applicable legal requirements imposed to entities that contract with the Government of Puerto Rico.

14. For the purposes of this Order, tax debt shall mean any debt that the Contractor may have with the Government of Puerto Rico for income taxes, excise taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interests, dividends and income to individuals, corporations and non-resident partnerships, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers compensation payments, and social security for chauffeurs.
15. The Contractor certifies and guarantees that at the execution of this Order it is an independent contractor and thus shall not generate any rights for the Contractor, its employees, officers, agents, successors or assigns to which the officers or employees of the BANK or the Commonwealth of Puerto Rico or of any agency, instrumentality or municipality may be entitled to pursuant to law or regulation including, but not limited to vacation and sick leave, workers' compensation, or any other such benefits.
16. Both parties hereby declare that no public officer or employee of the Government of Puerto Rico, its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect interest in the present Order.
17. The Contractor certifies that prior to the execution of this Order, it did not have to request a special dispensation in compliance with Law No. 12 of July 24, 1985, also known as the Government Ethics Law of the Commonwealth of Puerto Rico, 3 L.P.R.A. 1801, as amended and its regulations.

18. It is expressly acknowledged that the above mentioned certifications and representations are essential conditions of this Order. If these certifications are not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the Bank to terminate this Order immediately, without prior notice, and the Contractor will have to reimburse the Bank any amount of money received under this Order.

INTERPRETATION AND APPLICATION:

19. Should any clause or condition of this Order be declared null and void by a competent court of law, the remaining parts of this Order shall remain in full force and effect.

20. It is understood that this Order is the sole agreement between the parties with regard to the services covered hereby and supersedes any prior agreements written or verbal. This Order may not be changed orally, but may be amended in writing, by mutual agreement of the parties.

21. This Order and all its terms shall be construed and interpreted in accordance with the Laws of the Commonwealth of Puerto Rico.

EXECUTION:

Authorized Signature – GDB: _____

Authorized Signature – Provider: _____

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

Approved by: Zulema Martínez

Date: 12/01/12

Approved by: Guillermo Camba

Date: 12/01/12