

**ATTACHMENT B**  
**ADDITIONAL CLAUSES TO THE PURCHASE ORDERS FOR CDBG-DR OTHER THAN CONSTRUCTION**

The following additional clauses are made part of the contract/purchase order entered into between the Puerto Rico Department of Housing (**PRDOH**) and its contractors for other than construction services or supplies. The **Contractor** acknowledges that noncompliance with the terms and conditions in this Attachment B and the terms and conditions in the contract/ purchase order and the Attachment A, may result in the termination of the contract/purchase order.

**TERMS AND CONDITIONS**

- 1) The **PRDOH** shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by **Contractor** pursuant the terms of this contract/ purchase order, including, but not limited to, reports, memorandum, or letters.
- 2) The **Contractor** shall comply with all mandatory standards and policies relating to energy efficiency which are contain in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 3) **Procurement of Recovered Materials.**
  - a. The Contractor shall procure items designated in the Environmental Protection Agency (EPA) guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonable available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
  - b. Paragraph (a) shall apply to items purchased under this contract where: (1) the **Contractor** purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the **Contractor**: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.
- 4) **Termination for Cause and for Convenience (contracts of \$10,000 or more).**
  - a. The **PRDOH** may terminate this contract in whole, or in part, for the **PRDOH**' s convenience or the failure of the **Contractor** to fulfill the contract/purchase order obligations (cause/default). The **PRDOH** shall terminate by delivering to the **Contractor** a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the **Contractor** shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the **PRDOH** all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
  - b. If the termination is for the convenience of the **PRDOH**, the **PRDOH** shall be liable only for the payment for services rendered before the effective date of the termination.
  - c. If the termination is due to the failure of the **Contractor** to fulfill its obligations under the contract (cause/default), the **PRDOH** may (1) require the **Contractor** to deliver to it, in the manner and to the extent directed by the **PRDOH**, any work described in the Notice of Termination; (2) take over the work and continue the same to completion by contract of otherwise, and the **Contractor** shall be liable for any additional cost incurred by the **PRDOH**; and (3) withhold any payments to the **Contractor**, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the **PRDOH** to the **Contractor**. In the event of termination for cause/default, the **PRDOH** shall be liable to the **Contractor** for reasonable costs incurred by the **Contractor** before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.
- 5) **For all other termination information, please refer to Attachment A.**