



GOVERNMENT OF PUERTO RICO  
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

May 17, 2023

**RE: PRIDCO-FEMA-RFP-2023-03  
GRANT MANAGEMENT COORDINATOR Proposal (GMC) for  
FEMA 4339 DR, FEMA 4473 DR, FEMA 4671 DR, their HMPs, CDBG-DR, and  
CDBG-MIT for PRIDCO FEDERAL FUNDS PROGRAM, Islandwide, Puerto  
Rico**

Dear Proponent:

The Puerto Rico Industrial Development Company (PRIDCO) hereby invites your firm to submit a proposal for the Grant Management Coordinator (GMC), for the development, review, reporting, and reimbursement of FEMA 4339 DR, FEMA 4473 DR, FEMA 4671 DR, their HMPs, CDBG-DR, CDBG-MIT, Sections 404, 406 and 428, for repairs and construction of multiple PRIDCO properties in Puerto Rico.

Attached is the documentation describing the project requirements of the Grant Management Coordinator, the services sought, and the criteria that will be used to evaluate received proposals. Please deliver two (2) copies, one unbound original of your proposal, and a digital copy via USB drive, to PRIDCO offices, Suite 303, **no later than 4:00 PM, Tuesday, June 20, 2023**. PRIDCO offices are located at 355 F.D. Roosevelt Ave., Hato Rey, Puerto Rico. Note that this deadline is firm, and late submittals will not be accepted.

We look forward to receiving a proposal from your firm. If you have any questions regarding this project, please contact us at: [fema.admin.4339@pridco.pr.gov](mailto:fema.admin.4339@pridco.pr.gov).

Sincerely,

Carlos J. Ríos Pierluisi, Esq.  
Deputy Executive Director  
PRIDCO

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 2 of 80

**TABLE OF CONTENT**

**SECTION 1 - GENERAL NATURE OF SERVICES..... 6**

- 1.1 Introduction:..... 6
- 1.2 Background:..... 8

**SECTION 2 – SCOPE OF SERVICES ..... 9**

- 2.1 Request for Reimbursement (RFR)..... 10
- 2.2 Initial Assessment Stage (RFR-A) ..... 10
- 2.3 Document Review and Quality Control Stage (RFR-RQC)..... 10
- 2.4 Advance Request (RFA)..... 11
- 2.5 RFA Document Review and Quality Control Stage (RFA-RQC) ..... 11
- 2.6 Validate as You Go (VAYGo) ..... 11
- 2.7 Cost Analysis ..... 12
- 2.8 Training ..... 12
- 2.9 Technical Assistance ..... 12
- 2.10 Cost Sharing ..... 12
- 2.11 State Revolving Fund ..... 12
- 2.12 Project Worksheet Versions ..... 13
- 2.13 Small PWs ..... 13
- 2.14 SOPs ..... 13
- 2.15 Components Included in the Scope of Work ("SOW"): ..... 13
- 2.16 Detailed description of SOW. .... 15
- 2.17 Task orders ..... 15
- 2.18 Commencement of Services ..... 16
- 2.19 Key Deliverables ..... 16
- 2.20 Milestones ..... 17
- 2.21 Reporting ..... 17
- 2.22 Monthly Presentation..... 19

**SECTION 3 - PURPOSE AND INTEREST ..... 19**

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 3 of 80

- 3.1 Anticipated Agreement Term ..... 20
- 3.2 Federal Oversight and Management Board (FOMB) ..... 21
- 3.3 Grant Management Coordinator and Point of Contact (POC) ..... 21
- 3.4 Blackout Period..... 21
- 3.5 Other Prohibited Communications..... 22
- SECTION 4 - STAFFING REQUIREMENTS ..... 22**
  - 4.1 Staff Experience and Qualifications..... 23
  - 4.2 Organizational and staffing plan..... 23
  - 4.3 Positions and general descriptions..... 24
- SECTION 5 - GENERAL FEDERAL GRANT REQUIREMENTS ..... 25**
  - 5.1 Federal General Provisions..... 25
  - 5.2 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)..... 25
  - 5.3 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200..... 26
  - 5.4 Commitment to Comply with All Applicable Federal and Puerto Rico Local Regulations..... 26
- SECTION 6 - PROPOSAL CONTENT AND FORMAT ..... 26**
  - 6.1 Transmittal Letter:..... 26
  - 6.2 Proponent Experience ..... 27
  - 6.3 References ..... 27
  - 6.4 Financial Capacity ..... 28
  - 6.5 Proposed Personnel and Experience (including Key Personnel): ..... 29
  - 6.6 Proponent’s Understanding of the Scope of Services ..... 29
  - 6.7 Relevant Proponent's Experience ..... 29
  - 6.8 Proposed Approach and Organization..... 30
  - 6.9 Project Understanding..... 31
  - 6.10 Approach and Management Plan ..... 31
  - 6.11 Qualifications and Experience ..... 31
  - 6.12 Additional Relevant Information ..... 31
  - 6.13 Submittal of Proposals..... 31
  - 6.14 Cost Proposal ..... 32

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 4 of 80

- 6.15 Proof of Liability Insurance and Work Compensation..... 33
- 6.16 Grant’s Management Schedule ..... 33
- 6.17 PRIDCO’s Responsibilities ..... 33
- 6.18 General Terms and Conditions: ..... 33
- 6.19 Conflict of Interest:..... 35
- 6.20 Proponent..... 38
- 6.21 Indemnification and Hold Harmless: ..... 38
- 6.22 Assignment and Subcontracting ..... 39
- 6.23 Non-Disclosure Agreement: ..... 39
- 6.24 Inclusion of Small, Minority, and Women-Owned Businesses..... 42
- 6.25 Local Parties:..... 42
- 6.26 Collection and Use of Personal Information..... 42
- 6.27 Insurance Requirements:..... 42
- 6.28 Additional Conditions: ..... 43
- SECTION 7 – SUBMISSION REQUIREMENTS: ..... 44**
- 7.1 Submission Deadline..... 44
- 7.2 Changes to Proposal Wording ..... 45
- 7.3 Modification or Withdrawal of Proposal..... 45
- 7.4 Errors and Omissions in Proposals ..... 45
- 7.5 Right of Rejection ..... 45
- 7.6 Product Ownership..... 45
- 7.7 Waiver of Informalities ..... 46
- 7.8 Amendment and Proposal as Part of Agreement..... 46
- 7.9 Licensing Requirements..... 46
- 7.10 Proposal Development Costs..... 46
- 7.11 Invoicing and Payment: ..... 47
- 7.12 Selection of Proposal in the Best Interests of Puerto Rico ..... 48
- 7.13 Additional Information ..... 49
- SECTION 8 – SELECTION OF CONSULTANT: ..... 49**
- 8.1 Proposal Evaluation Criteria and Procedures ..... 49

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**SECTION 9 – SCHEDULE:** ..... 52

**SECTION 10 – QUESTIONS:**..... 53

**SECTION 11 – ATTACHMENTS:**..... 54

    11.1 ATTACHMENT 1 - Schedule of Compensation and Key Personnel ..... 55

    11.2 ATTACHMENT 2 - Process for Issuance of Task Orders and Form of Task Order for Grant Management Coordinator Services ..... 56

    11.3 ATTACHMENT 3 – Form of Task Order for Grant Management Coordinator Services (GMC)... 57

    11.4 ATTACHMENT 4 – Respondent’s Good Standing, Limited Denial of Participation (LDP) / Suspension or Debarment Status, Legal Issues, Ownership Structure, and Conflicts ..... 61

    11.5 ATTACHMENT 5 – Lobbying Certification for Contracts Grants, Loans, and Cooperative Agreements..... 63

    11.6 ATTACHMENT 6 – Acknowledgement of Receipt of Addenda Form..... 64

    11.7 ATTACHMENT 7 – Applicable Federal Terms and Provisions ..... 65

**SECTION 12 – EXHIBITS:**

    12.1 Exhibit A - PRIDCO'S Industrial Buildings from DR-4339-PR - Maria Hurricane

    12.2 Exhibit B - PRIDCO'S Industrial Buildings from DR-4473-PR – Earthquake

    12.3 Exhibit C – PRIDCO'S Industrial Buildings from DR-4671-PR - Fiona Hurricane

    12.4 Exhibit D – COR3 Chapter 7 – Payment & Cash Management

    12.5 Exhibit E – COR3 Chapter 12 – Closeout

    12.6 Exhibit F - FEMA Public Assistance Program and Policy Guide V3.1 - Maria Hurricane

    12.7 Exhibit G - FEMA Public Assistance Program and Policy Guide V4 – Earthquake and Fiona Hurricane

    12.8 Exhibit H - HUD Provisions

    12.9 Exhibit I – *Reglamento* 9230 – ASG Regulation

    12.10 Exhibit J - Compensation Schedule

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 6 of 80

**PRIDCO-FEMA-RFP-2023-03**

**GRANT MANAGEMENT COORDINATOR Proposal (GMC) for  
FEMA 4339 DR, FEMA 4473 DR, FEMA 4671 DR, their HMPs, CDBG-DR,  
and CDBG-MIT; for PRIDCO FEDERAL FUNDS PROGRAM, Islandwide,  
PUERTO RICO**

**SECTION 1 - GENERAL NATURE OF SERVICES**

**1.1 Introduction:**

The Puerto Rico Industrial Development Company (PRIDCO) is soliciting a Grant Management Coordinator (GMC) firm (Proponent) with expertise to provide Disaster Recovery Grant Management Services in appropriate FEMA's Hazard Mitigation Program (HMP), Public Assistance (PA), Community Development Block Grant Disaster Recovery Funds (CDBG-DR), Community Development Block Grant Infrastructure Mitigation Program (CDBG-MIT), Sections 404, 406, and 428; to manage funds obligated by FEMA for industrial buildings design, repairs and construction, and permitting for multiple PRIDCO industrial properties located Island wide in Puerto Rico (hereinafter "the Project").

The selection process shall include a review of proposals for the Project by the PRIDCO Selection Committee.

The selected Proponent(s) for GMC must have the ability to provide the full range of services or to partner with consultants or sub-consultants necessary to complete the phases described in SECTION 3 – SCOPE OF SERVICES of this document and ensure compliance with Federal and State Agencies, including but not limited to those described above.

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 7 of 80

The Proponent will be responsible for ensuring their developed and approved schedule is executed accordingly, including milestones and projects' the projects.

**OPEN INVITATION TO SUBMIT A PROPOSAL FOR THE AFOREMENTIONED SERVICES**

**Point of Contact to submit proposals:**

**Santiago R. García Meléndez, PE**

Project Manager / Executive Aide

PRIDCO's Executive Director Office

**Physical address to submit sealed proposals:**

PRIDCO's Property Management Office

Office 303; 355 FD Roosevelt Avenue

Hato Rey, PR 00918

**Due Date: TUESDAY, JUNE 20, 2023, NO LATER THAN 4:00 PM.**

**Proposals general requirements:**

PRIDCO will **only** accept proposals that are presented promptly during the term herein conceded and comply with the following general requirements:

- **Proposal shall be presented in two separate sealed envelopes: one will contain the financial proposal, and the other will contain the professional service proposals.**
- **Each Sealed Proposal Envelope shall properly identify the Proponents' name, address, and project for which the proposal is submitted.**

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 8 of 80

- **Each proposal shall be signed by an identified and authorized representative, dated, and submitted as correct and binding.**
- **Proposals shall contain 1 original and 2 copies and a digital copy via USB drive.**

### **1.2 Background:**

PRIDCO's multiple industrial parks and buildings ("the properties") were developed since the 1950s and have been used over the years as an asset for industrials who may rent industrial properties under a discounted rent to promote Puerto Rico's Industrial development and sustainability. The properties are identified in PRIDCO's files hereto attached in Exhibit A through C. Properties vary from structures, buildings, streets, and diverse infrastructure.

Hurricane María, identified by FEMA as Event DR-4339-PR, impacted the island of Puerto Rico, producing heavy rains, high winds, and wind-borne debris, causing severe damages to the properties, leading FEMA and PRIDCO to grant and receive federal emergency funds to repair over 400 industrial properties (See Exhibit A).

Earthquakes, identified by FEMA as Event DR-4473-PR, affected the entire island causing structural damages to the properties, especially in buildings located in the Southwest Region of Puerto Rico, leading FEMA and PRIDCO to grant and receive federal emergency funds to repair 55 properties, to demolish 3 properties, and possible 10 properties to be demolished from the total of 68 industrial properties in this region. The repair properties process of this group represents the priority for PRIDCO, which will be considered Phase 1 of this project. (See Exhibit B).



## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 9 of 80

Last, Fiona Hurricane identified by FEMA as Event DR-4671-PR, impacted the island with heavy rains, high winds, and wind-borne debris, causing severe damage to the properties. PRIDCO submit to FEMA 9 properties damaged during the event. (See Exhibit C).

The properties and their associated infrastructure have been identified as necessary to maintain commerce and support the growth of the economy in Puerto Rico. It's for said reason, that PRIDCO has been granted federal funds to lead the task of repairing the properties and bringing them to compliance with federal standards and conditions, as prior the Hurricane María, Earthquakes, and Hurricane Fiona, considering the Hazard Mitigation Plan (hereinafter, HMP), and a design with a resilient approach.

Due to the time constraint and high importance of PRIDCO's properties and their impact on the economy, Proponent's attention to schedules and due dates will be considered and have a high impact during the evaluation. Proposals shall evidence knowledge and capability to meet all applicable federal and local related codes and regulations.

### **SECTION 2 – SCOPE OF SERVICES**

PRIDCO seeks to select a qualified company or team to provide grant administration services and assist in the execution of necessary disaster recovery efforts by federal and governmental requirements. Some of these services may include the development of a reconstruction framework in compliance with the Fiscal Oversight and Management Board (FOMB) infrastructure reform.

The proponent will be familiar with the Payments and Cash Management Policy governing COR3, and the procedure and related responsibilities for disbursement of FEMA's Public Assistance program. This policy is the guide for the disbursement process and is the basis for the federal and local audit process.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 10 of 80

Qualified firms should be able to meet the requirements of COR3's Cash and Payment Management Policy. This process is related to the eligibility of project costs and the number of federal funds recommended for the COR3 reimbursement claim. Qualified businesses must have experience in all aspects of grant claim review procedures associated with disaster recovery programs after hurricanes or natural disasters and how they relate to federal funds. Proponents will be deemed to have prior experience with Section 428 of the Stafford Act, current provisions relating to Recovery Programs found in the Stafford Act, 44 C.F.R.; 2 C.F.R., HUD regulations, and other applicable regulations. It is anticipated that the selected Proponent will be prepared to immediately implement best practices for grant management services.

### **2.1 Request for Reimbursement (RFR)**

Through the Request for Reimbursement process, PRIDCO manages reimbursement for documented costs and compliance with the work performed. PRIDCO requires the Proponent to conduct a two-tier document review, including a quality control review, to determine whether the claimed expenses were incurred by applicable regulatory and program rules and were used for their intended purpose.

### **2.2 Initial Assessment Stage (RFR-A)**

The Initial Assessment Analyst will conduct a review of the project and supporting documentation to determine if the RFR to be submitted is properly documented. If the application passes the initial evaluation, it will be sent. Otherwise, the analyst will return the RFR to the Program Coordinator (PC) with notes detailing the reasons.

### **2.3 Document Review and Quality Control Stage (RFR-RQC)**

Once the RFR has passed the Initial Analyst, the Project Worksheet log (PW) and supporting RFR documentation will be reviewed to determine if the required RFR documentation has been provided and if it is accurate, valid, and complete. A review will determine whether the claimed costs are within PW's Scope of Work (SOW) and whether the expenses were incurred following applicable regulatory and program rules and were

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 11 of 80

used for their intended purpose. If additional information is required to decide, the review analyst will draft a Request for Information (RFI) for the Program Coordinator (PC) and be answered by the Program Coordinator. In addition, you will perform a quality assurance review of the work to validate the documentation and recommended payment amount, the draft Request for Information (RFI) notification (if applicable), and the full review.

### **2.4 Advance Request (RFA)**

At the initial evaluation stage, the Proponent will conduct a review of the project and supporting documentation to determine if the project is eligible for an RFA and if documentation has been provided for review by the GM Analyst. If the application passes the initial evaluation, it undergoes COR3. Otherwise, the Proponent will return the RFA to the PC to complete the compliance documentation.

### **2.5 RFA Document Review and Quality Control Stage (RFA-RQC)**

Once the RFA has passed the initial stage the PW and RFA documentation will be reviewed to determine if the required RFA documentation has been provided and is accurate, valid, and complete. The Proponent will determine whether the claimed costs are within the SOW PW and whether the supplier was properly procured and contracted following applicable federal, GPR, and local policies. If additional information is required to decide, the Proponent will draft an RFI for PC review and resolve before submitting the RFA to COR3.

### **2.6 Validate as You Go (VAYGo)**

The Proponent should be familiar with FEMA's "Validate as You Go" (VAYGo) process. The VAYGo process is based on FEMA's review of a statistical sample of project disbursements to ensure statutory, programmatic, and regulatory compliance. FEMA will request and review selected disposition/disbursement documentation to determine if the documentation supports disbursements and if costs associated with disbursement, are eligible costs.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 12 of 80

### **2.7 Cost Analysis**

All contract awards must have an analysis demonstrating that the prices incurred are fair and reasonable. Have a technical team that provides an adequate evaluation of the cost and price analysis for PRIDCO contracts and/or transactions to justify the reasonableness of the cost.

### **2.8 Training**

The proponent must have the experience and resources to provide the necessary training to PRIDCO staff and the Program Coordinator related to all grant activities.

### **2.9 Technical Assistance**

Technical assistance is non-financial assistance provided by specialists. It may take the form of an exchange of information and experience, instruction, professional training, transfer of know-how, and consultancy services, and may also involve the transfer of technical data. The objective of technical assistance is to maximize the quality of project implementation and impact by supporting administration, management, policy development, capacity building, etc.

### **2.10 Cost Sharing**

Be familiar with the Circular Letter issued by the Office of Management and Budget of Puerto Rico (OMB) with its amendments which outlined the process for requesting funds from the Cost-Sharing Fund (CSF) created by the Government of Puerto Rico (GPR), to comply with the non-federal cost-sharing required for PWs granted by the Federal Emergency Management Agency (FEMA). The Proponent shall be responsible for the request for the cost-sharing under HUD – CDBG Funds Program.

### **2.11 State Revolving Fund**

Be familiar with the Revolving Fund (RF) through Joint Resolution 85-2020 (See Exhibit J), to provide short-term financing (Advances) to central government agencies, public corporations, instrumentalities, and municipalities of the Commonwealth of Puerto Rico that cannot obtain such funding from advance financing requests or federally funded

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 13 of 80

Reimbursement Requests. Proponent management requires managing the application and recommendation process, monitoring through reviewing applicant reports and assessing compliance for the use of funds, and managing the reimbursement process.

### **2.12 Project Worksheet Versions**

Once a PW is versioned, additional information not contemplated in the Scope of Work is needed or when a Project needs an Amendment to correct amounts, quantities, narrative or information, new specifications, and/or corrections to the wording of the obligation, the Proponent collects the information that will be sent to FEMA.

### **2.13 Small PWs**

The Proponent must be familiar with FEMA's disbursement when it mandates Small Projects based on actual and/or cost estimates and generally does not adjust funds based on actual costs incurred.

### **2.14 SOPs**

Experience in creating a detailed description of the internal procedures established by PRIDCO related to Grant Management.

### **2.15 Components included in the Scope of Work ("SOW"):**

- 2.15.1 Management and processing of Reimbursement Requests (RFRs).
- 2.15.2 Management and Processing of Advance Requests (RFAs).
- 2.15.3 Support to PRIDCO in the Validate by Use (VAYGo) processes that are based on FEMA's review of a statistical sample of project disbursements to ensure compliance with legal, programmatic, and regulatory requirements.
- 2.15.4 Provide cost analysis. All contract awards must have an analysis demonstrating that the prices incurred are fair and reasonable. The level of this detail of analysis is determined by the nature of the contract and what products/services are provided.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 14 of 80

- 2.15.5 Provide the necessary training to PRIDCO staff concerning all grant activities.
- 2.15.6 Provide recommendations and technical assistance to maximize the quality of project execution and impact by supporting the administration, management, and development of strategies or ideas.
- 2.15.7 Manage the Cost Sharing Program, following the development of standard operating procedure (SOP) for requesting non-federal cost sharing required for PWs awarded by FEMA.
- 2.15.8 Manage the State Revolving Fund ("RF"), established by Joint Resolution 85-2020, to provide short-term financing to central government agencies, public corporations, instrumentalities, and municipalities of the Commonwealth of Puerto Rico that cannot obtain such financing from funded applications for advance financing or RFR. Specifically, the funds will be used to advance the federal portion of the funds reimbursed for permanent works projects under the PA program and HMGP projects. Services under RF require management of the application and recommendation process, monitoring, and assessment of compliance for the use of funds, and management of the reimbursement process.
- 2.15.9 Review Project Worksheets (PWs) and assist when a PW needs additional information not included in the scope of work and/or when a project needs amendments to correct quantities, narrative or information, new specifications, and/or corrections.
- 2.15.10 Payment processing of small PWs. COR3 disburses funds to PRIDCO for small projects without a payment request form or submission of expense documentation.
- 2.15.11 SOP Writing. The Proponent should have experience in creating a

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

detailed description of the procedures established to comply with COR3, FEMA, and HUD, related to grant management.

### **2.16 Detailed description of SOW.**

- 2.16.1 In addition, the Proponent should provide knowledge and experience in the following: FEMA Appeals Process according to Stafford Act Section 423, 42 U.S.C. § 5189a; Code of Federal Regulations, 44 C.F.R. §206.206, §206.440.
- 2.16.2 FEMA, HUD/Community Development Block Grant (CDBG), Section 428, Risk Mitigation Measures, and other federal grant and disaster assistance programs.
- 2.16.3 In developing a framework for reconstruction that incorporates resilience measures to build at a risk-adjusted level.
- 2.16.4 In the environmental review process opportunities for expedited review, where appropriate, by following federal and local laws.
- 2.16.5 In procurement and delivery best practices and lean construction practices.
- 2.16.6 The Proponent must be willing to have ongoing communications with the PRIDCO POC, document all relevant information, and follow all applicable laws, regulations, and guidelines.
- 2.16.7 Comply with the provisions and master COR3's Chapter 7 – Payment & Cash Management and Chapter 12 - Closeout fully and have full mastery of the COR3 Disaster Recovery Solutions (DRS), FEMA Grant Portal, and EMMIE.

### **2.17 Task orders**

Payment for services will be made in accordance with each Task Order issued and approved. A negotiation process regarding resources and time spent will be implemented for each Task Order. (See Attachment 3).

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

In addition to Grant Management Services, Task Orders may be issued at PRIDCO's sole discretion for projects, including training services for agency employees to develop internal capacity to perform contracted services. Such services will be charged, upon approval of the task order and after negotiation based on time, and resources to be employed in accordance with contractor policy.

### **2.18 Commencement of Services**

Selected Proponents must be prepared to commence these services within fourteen (14) days of issuing a task order, under the direction of PRIDCO.

### **2.19 Key Deliverables**

Deliverables will be considered tangibles and resulting work products to be delivered to PRIDCO, such as draft documents, data, meetings, presentations, and reports. The reports shall include a detailed description, including assumptions and clarifications, and any other information or documentation that has been used to reach the conclusions set out in the reports. The reports should also establish each resource that participated in their development.

Deliverables must be in an editable format such as Word, Excel, PowerPoint, Adobe Illustrator, Photoshop, InDesign, or Visio, and/or other formats. All deliverables and work products resulting from this contract shall become the property of PRIDCO. The defendant shall certify the accuracy of its deliverables to PRIDCO.

Proponents will need to describe the types of deliverables and timelines they produce when performing the services that are contracted through this RFP, as assigned in the task orders. At a minimum, the key deliverables to be provided may include elements such as:



## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 17 of 80

- 2.19.1 Comprehensive reports on measures taken and advice provided.
- 2.19.2 Working papers and analyses that provide insight into the process used to develop reports.
- 2.19.3 Deficiencies, errors, and/or limitations identified, if any, in existing processes and recommendations for improvements, as well as potential efficiencies to be gained (if any) after the review.
- 2.19.4 Discuss any potential federal agency concerns (to says some, HUD) or findings, as well as a corrective action plan.
- 2.19.5 Analysis and recommendations regarding reimbursement management.
- 2.19.6 Quarterly activity reports. Reporting and updating data. Develop activities and update illustrations through dashboards.
- 2.19.7 Project work plans, reimbursements, and budgeting tools.
- 2.19.8 Proposed system(s) and template(s) used to capture and report information.
- 2.19.9 Deliverables are complete only when presented in full and only for the purpose stated in them.

### **2.20 Milestones**

The Proponent will need to establish key performance metrics within the proposal that indicate project milestones and deliverables tied to an overall project schedule. These milestones and deliverables will be considered by PRIDCO during the issuance of task orders but are not binding on PRIDCO in any way. Disbursement shall be made upon approval of each Task Order and subject to negotiation related to time, resources, and delayed completion resulting in delayed payments. For more details, refer to Attachment 1.

### **2.21 Reporting**

PRIDCO requires reporting to maintain a high degree of contractor oversight and efficient and effective cost controls. Failure to do so risks eligibility for federal

## Attendance at the Virtual Project Scope Presentation is Mandatory.

reimbursement of costs incurred under any agreement entered according to an award under this RFP. In addition to the key deliverables above, below is a list of reports that PRIDCO may require:

2.21.1 **Weekly Status Report:** Weekly report that contains the following information:

2.21.2 **Staffing:** a description of significant changes anticipated in the Proponent's staffing plan, including, but not limited to, additions or departures of employees, independent contractors, subcontractors, etc.

Promotions and demotions of the above-mentioned persons in connection with their work for the Authority; planned vacations or leaves that will affect workflow; and other human resources-related information that will affect the Contractor's provision of services to PRIDCO.

2.21.3 **Summary of work done:** A brief description of work done in the previous workweek, including a list of open projects and their progress compared to the previous week.

2.21.4 **Meeting List:** A list of meetings the Contractor held the previous week with third parties (i.e., PRIDCO, federal agencies, or other contractors), including a description of the discussion and the outcome of the discussion or action points.

**Needs List:** A numbered list of work items, information, or decision points that the Contractor requires from PRIDCO for the coming week, including key obstacles, if any, that may affect project progress and/or potential contingencies, listed in order of priority, with the highest first.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 19 of 80

**2.22 Monthly Presentation** - A monthly in-person presentation by the contractor's designated representative (and other key personnel as may be requested by PRIDCO). The submission should include a PowerPoint or similar document that provides the status of the overall programs being managed, including quantifiable metrics (e.g., the number of projects and the total dollar value of projects at each stage of the reimbursement process and the average duration of projects remaining at each stage). The presentation should also highlight the previous month's major successes and challenges and the total funds reimbursed, RFIs, reductions, and totals denied to date.

### **SECTION 3 - PURPOSE AND INTEREST**

The purpose of this RFP is to solicit proposals from interested qualified companies that may provide Disaster Recovery Grant Administration Services, described in Section 2 – Scope of Services, in connection with the administration of Federal Emergency Management Agency (FEMA) funds and other disaster recovery-related funds as provided herein. This RFP intends to award a contract for disaster recovery grant administration services, including, but not limited to, making and reviewing requests for reimbursement or advances of disaster recovery funds and monitoring all grant administration functions, submitting required reporting, accounting, budget management, and other business office functions, planning, review, quality control, and execution.

When conducting current disaster recovery operations, PRIDCO must be prepared to recover from any future disasters that may occur during the term of this contract; therefore, selected Proponents are expected to provide support, execution, and technical assistance for grant administration services related to the fund about all current federally declared disasters and any disasters. A subsequent statement by the president, which may during the contract term.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 20 of 80

PRIDCO reserves the right, without limitation, to award more than one contract and/or select more than one qualified defendant or bidder and to cancel this request and reissue this RFP, or another version thereof, at any time before the execution of a binding contract, if it believes that doing so is in its best interest and the public interest. Similarly, it reserves the right to modify the contract(s) of the selected Proponent(s) to extend the original duration, as further explained in this RFP, or to expand the scope scale to include work under subsequent plans, provided it relates to the services requested herein. The award of the contract or contracts shall be made to the qualified company(ies) whose proposal, according to this Request for Proposals, is the most advantageous for PRIDCO, the price, and other criteria to be considered. Section 3 of this RFP contains a detailed description of the Scope of Services.

PRIDCO intends to ensure that all work performed, under this RFP, is eligible for Public Assistance grant funds from the U.S. Department of Housing and Urban Development (HUD) and the U.S. Federal Emergency Management Agency (FEMA) and is performed in accordance with HUD, FEMA, and other applicable federal and state regulations, policies, and guidelines. including, but not limited to, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) and the Clean Air Act (42 U.S.C. 1857(h)). Qualified businesses must possess all required federal and government licenses. This may include, without limitation, programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, HUD Infrastructure Mitigation Community Development Block Grant Program (CDBG-MIT), and HUD Disaster Relief Community Development Block Grant Program (CDBG-DR).

### **3.1 Anticipated Agreement Term**

The initial term of the contract awarded under this RFP will be from July 1, 2023, to June 30, 2026, with the option to extend the term of the Agreement for an additional year, with the same terms and conditions. The parties shall agree in writing to extend the contract

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 21 of 80

term before the end of every two fiscal years. PRIDCO reserves the right to terminate the contract with 30 days' written notice.

### **3.2 Federal Oversight and Management Board (FOMB)**

The resulting contract must be submitted to the FOMB for review and approval if it results in a value of ten million dollars (\$10,000,000) or more. Following FOMB's contract review policy, PRIDCO hereby informs of the requirement that FOMB approves any act following such policy before its execution.

### **3.3 Grant Management Coordinator and Point of Contact (POC)**

PRIDCO's Project Coordinator / POC

Santiago R. García Meléndez, P.E.

[santiago.garcia@pridco.pr.gov](mailto:santiago.garcia@pridco.pr.gov), and [fema.admin.4339@pridco.pr.gov](mailto:fema.admin.4339@pridco.pr.gov)

Only those notices received from the RFP Coordinator using the above address shall be considered official notices from PRIDCO concerning this RFP, and Proponents may not rely on any other communication not received from the RFP Coordinator using such address.

### **3.4 Blackout Period**

The blackout period is a specified period during a competitive procurement process in which any proponent, bidder, or its agent or representative, is prohibited from contacting any PRIDCO employee or PRIDCO contractor involved in any step of the procurement process about this procurement. The blackout period applies not only to PRIDCO employees but also to any current PRIDCO contractors. "Involvement" in the procurement process includes but is not limited to, project management, design, development, implementation, procurement management, specification development, and evaluation of proposals for a particular procurement. This request designates the contact person (RFP Coordinator), and all communications to and from potential proponents and/or their

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 22 of 80

representatives during the blackout period must be under the defined communication method of this RFP with the RFP Coordinator. The blackout period begins on the date PRIDCO first issued a Public Notice of Intent to Issue this RFP. The blackout period will end when both parties sign a contract.

If a potential proponent may also be a current contractor of PRIDCO, PRIDCO employees and the prospective proponent may communicate with each other regarding their existing contract and duties only. Under no circumstances may current PRIDCO employees or contractors discuss this RFP or the applicable procurement process or status.

Any proponent or contractor of PRIDCO who violates the blackout period may be excluded from the awarding contract and/or may be liable to PRIDCO for damages and/or subject to any other remedy permitted by law, including but not limited to a prohibition from participating in any procurement issued by or for PRIDCO, or any entity of the Government of Puerto Rico, for a period of ten (10) years, if it is determined that such action results in violation of the Anti-Corruption Code, Puerto Rico Law 2-2018.

### **3.5 Other Prohibited Communications**

Communications with other representatives of the Government of Puerto Rico or relevant entities of the Federal Government regarding any matter related to the content of this RFP are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in the rejection of the proponent's proposal.

## **SECTION 4 - STAFFING REQUIREMENTS**

At its own expense, the Proponent shall have or secure all personnel required to perform the services under the contract. PRIDCO expects the Selected Proponent to provide competent, fully qualified personnel who are authorized or permitted by federal, state, and local law to perform the scope of work under the agreement. PRIDCO reserves the right to request the removal of any personnel who do not meet the standards of this RFP.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 23 of 80

No additional personnel may be assigned to the resulting contract without the written consent of PRIDCO.

### **4.1 Staff Experience and Qualifications**

The Proponent must provide detailed information about the experience and qualifications of the directors, project managers, key personnel, and personnel to be assigned to the Proponent, including degrees, certifications, licenses, and years of relevant experience. The Proponent shall specifically identify the persons currently employed by the Proponent who will serve as Key Personnel. This includes the defendant's personnel and the personnel of any subcontractors to be used. The Proponent must demonstrate that its personnel (and/or the subcontractor's personnel) meet the desired requirements listed below and have the experience and knowledge necessary to successfully implement and perform the tasks and services.

### **4.2 Organizational and staffing plan**

The Proponent shall submit to PRIDCO an initial organizational chart detailing the identity of each person (whether employed by the Proponent or a subcontractor) who will perform any work/service, as requested in this RFP. The Proponent's organizational and staffing plan shall specifically include the number of staff required for each component of the grant management services, the role and responsibilities of each person in the project, the name of the resource or subcontractor, if applicable, curriculum vitae or professional information, their planned level of effort, their expected duration of participation and their availability on site. The Proponent must demonstrate their ability to staff and appropriately scale each functional area to maintain agreed service levels throughout the life of the Program .

The contractor must have experience and expertise in providing strategic advice. All proposed personnel should be well informed about the current provisions related to

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 24 of 80

Recovery Programs found in the Stafford Act, 44 C.F.R. and 2 C.F.R. and HUD regulations.

The contractor should anticipate the likelihood of staffing multiple projects with multiple resources simultaneously during the life of the contract.

PRIDCO shall have the discretion to request that the Contractor withdraw a personnel member from service, if necessary. PRIDCO reserves the right to review the curriculum vitae of any proposed personnel, including those of any subcontractor. All services will be provided under the direction of the Executive Director of PRIDCO and/or designated staff.

PRIDCO reserves the right to disqualify any Proponent, employee, independent contractor, or subcontractor of the Proponent if it fails to meet the criteria outlined in this RFP.

### **4.3 Positions and general descriptions**

The total number of personnel hired depends on the Scope of Work, according to each component described in Attachment 1, and the needs that may arise in PRIDCO. The components of the Scope of Work are not intended to be exhaustive or limit the work tasks that may be performed by the Contractor and its personnel. All duties and responsibilities assigned to any contracted personnel shall be under the direction and supervision of PRIDCO personnel.

The Contractor shall staff each component of the Scope of Work and the corresponding Task Order shall be approved. PRIDCO has the discretion to request additional personnel, including different or additional positions, depending on the size, complexity, and demands of the assigned Scope of Services. This request will be made by Task Order.



## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 25 of 80

### **SECTION 5 - GENERAL FEDERAL GRANT REQUIREMENTS**

PRIDCO anticipates that some or all the costs incurred under the contract awarded under this RFP will be funded with federal funds. As such, the contract shall be governed by certain federal terms and conditions for federal grants, including any applicable OMB circulars. In addition, this RFP is intended to be conducted following C.F.R. Part 200 which outlines the methods of procurement to be followed by non-federal entities.

#### **5.1 Federal General Provisions**

Because the costs incurred by PRIDCO under the contract awarded according to this RFP are anticipated to be funded by the Federal Government, the contract shall also be governed by any specific terms and conditions set forth by the awarding federal agency(ies). Attachment 7 to this RFP includes the applicable federal terms and provisions. The proponent shall describe the experience in dealing with these and any other applicable provisions and requirements and affirmatively certify that Proponent shall comply.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification at APPENDIX A, 44 C.F.R. PART 18 and attached hereto as Attachment 5. 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 16 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 31 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. PRIDCO anticipates that the contract entered into according to this RFP will involve funds in excess of \$100,000. Proponents must therefore include a signed Anti-Lobbying Certification with their Proposal in the form attached as Attachment 5.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 26 of 80

### **5.3 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200**

For any contract resulting from this RFP, compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 is required.

### **5.4 Commitment to Comply with All Applicable Federal and Puerto Rico Local Regulations**

Proponents shall explain their commitment and plan to ensure compliance with all applicable Federal and Puerto Rico laws, regulations, and policies. Indicate what characteristics of the team set them apart in terms of commitment to compliance and what specific training and expertise reside within the team that reinforces the commitment to compliance.

## **SECTION 6 - PROPOSAL CONTENT AND FORMAT**

Based on PRIDCO's understanding of the scope of services for the project, your written proposal should include at a minimum the following information:

### **6.1 Transmittal Letter:**

The proposal shall be transmitted with a cover letter describing the Proponent's interest and commitment to participate in presenting a proposal to be considered to render the services described in the request for proposal. The letter shall state the term for which it will stand and the term. The letter shall include a statement that the Proposal and all terms and pricing presented therein are valid for at least one hundred and twenty (120) days. It should clearly state the name, title, address, telephone number, and e-mail address of the individual presenting the proposal and to whom correspondence should be directed during the Proponent's selection process. The person presenting the proposal with legal capacity and authorized to negotiate with PRIDCO shall present and sign this letter and the proposal.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 27 of 80

Address the cover letter as follows:

**Carlos J. Ríos Pierluisi, Esq.**  
**Deputy Executive Director**  
**Puerto Rico Industrial Development Company**  
**P. O. Box 362350, San Juan, PR 00936-2350**

### **6.2 Proponent Experience**

Describe the history and experience of the firm as it relates to the proposed scope of work, specifically focusing on governmental affairs and other areas the Proponent believes demonstrate its relevant qualifications and experience. Any subcontractors should be named, along with a description of their experience and their role on the Proponent's team. Describe the Proponent's experience with projects of similar size and approximate value to the one identified in this RFP and with FEMA program and regulatory requirements. The Proponent should describe its demonstrated capability to provide the staff with the qualifications required in this RFP through the term of the expected contract.

### **6.3 References**

A minimum of three (3) references (name and current phone numbers) for the Proponent (as Prime Contractor) shall be provided, offering each a summary of the work that was done and how it relates to the scope of work under this RFP. The summary must include the following:

- 6.3.1 Name of the client organization.
- 6.3.2 Description of engagement or experience and objectives of the project including beginning and ending dates.
- 6.3.3 Examples of recommendations offered to the client and the results of the implementation of those recommendations.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 28 of 80

- 6.3.4 Information regarding the project that would demonstrate successful experiences by the client result of the recommendations. This may include performance metrics and improvements.
- 6.3.5 If the example involves a private sector client, describe how the experience could be applied to the public sector.
- 6.3.6 Description of Federal funding programs managed during the engagement.
- 6.3.7 Description of key infrastructure management programs or projects advanced as part of the engagement, if any.
- 6.3.8 Each reference should include a point of contact name, their title, the name of the organization they represent, and their phone and e-mail information so that they may be contacted by PRIDCO or its designee(s). The Proponent is encouraged to provide up to two (2) references for identified subcontractors.

### **6.4 Financial Capacity**

The Proponent must provide a copy of its most recent audited financial statement, and any other relevant information, along with a summary as to why this information demonstrates the Proponent's financial capacity to comply with all requirements imposed by or as a result of the contract to be awarded under this RFP, including but not limited to the ability to pay employees and subcontractors even when awaiting payment of invoices under this engagement. This section should also include a statement making commitment that the Proponent will pay its employees and sub-contractors without regard to the timing of payment by PRIDCO and the Government of Puerto Rico. The audited financial statement will not count towards the page limit for this section or the overall page limit for the Proposal.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 29 of 80

### 6.5 Proposed Personnel and Experience (including Key Personnel):

- 6.5.1 Provide a general description of the Proponent and any sub-consultants. Must include curriculum vitae or resumes of the personnel to be used.
- 6.5.2 This does not need to be an exhaustive list of personnel to be assigned; however, it should demonstrate the availability and qualifications of personnel to manage and lead each component of the services requested (See Attachment 1). Proponents must include a statement that confirms that the personnel named and offered are available and whether and to what extent the personnel is committed to participating in Puerto Rico in support of this project.

**6.6 Proponent's understanding** of the scope of services required for the project plus any refinements your firm feels are warranted.

**6.7 Relevant Proponent's Experience** including dates of past projects and who on the project team had direct involvement in the project, and illustrative samples. Providing recommendation letters is optional.

- 6.7.1 Relevant Proponent experience shall be evidence of knowledge of FEMA regulation 428 Public Assistance (PA) (*Public Assistance Alternative Procedures Guide for Permanent Work*), FEMA's Hazard Mitigation Program (HMP), Community Development Block Grant Disaster Recovery Funds (CDBG-DR), Community Development Block Grant Infrastructure Mitigation Program (CDBG-MIT), Sections 404, and 406, other applicable regulations.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

### **6.8 Proposed Approach and Organization**

- 6.8.1 Provide a detailed description of the Proponent's approach to the project. The Proponent shall highlight any innovative ideas it may have to reduce costs or produce a better product.
- 6.8.2 Proponent should provide an organizational structure and proposed staffing pattern (including the number of personnel) that they anticipate utilizing to deliver the required services under each component, as addressed under this RFP, and provide a detailed explanation as to how they would approach and manage the engagement to ensure maximum effectiveness, efficiency, transparency, and positive outcomes. Proponents are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement. The proponent shall establish Key Performance Metrics within the Proposal that indicate project milestones and deliverables tied to the overall project schedule. These milestones and deliverables shall be considered by PRIDCO during the issuance of task orders but are not binding on PRIDCO in any way.
- 6.8.3 Proponent's understanding of the issues which may impact the project schedule or cost.
- 6.8.4 Proponent's knowledge and adherence to compliance with the admirative cost principle stated at 2 CFR 200, all rules, and regulations applicable to FEMA's grant-funded projects. Proponents acknowledge that the Federal government has no obligation under this Grant Management Coordinator agreement resulting from it. The proponent shall state that it will abide by the program's fraud and false or fraudulent statements.
- 6.8.5 Proponents' knowledge and certification of providing services adhered to what regulation of the 41 CFR Sec. 60-1.3 states.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

- 6.8.6 Proponent's full name, address, and all contact information. Proponents point of contact person, its name, and all contact information.
- 6.8.7 Reports must be stamped and signed by a professional licensed and recognized by the Government of Puerto Rico.
- 6.8.8 Any objections or exceptions to requirements in the Grant Management Coordinator shall be presented within 7 calendar days of the issue of this document.
- 6.8.9 The cost per hour shall be a flat fee, including travel expenses, computers, software, mobile devices, personal protection equipment as industry requirements, and any other tool to provide the service requested.

### **6.9 Project Understanding**

This section shall clearly communicate the Proponent's understanding of the nature of the work, including coordination with and approvals from PRIDCO.

### **6.10 Approach and Management Plan**

Provide the firm's proposed approach and plan for providing the services.

### **6.11 Qualifications and Experience**

The proposal shall describe the firm with the type of services offered and a brief history. Describe the organizational structure, including an organizational chart. Provide the qualifications and experience of the Proponent(s) that will be available for the project, including the curriculum vitae. Please emphasize the specific qualifications and experience from projects similar to this project.

### **6.12 Additional Relevant Information**

Provide additional relevant information that may be helpful in the selection process.

### **6.13 Submittal of Proposals**

The proposal shall be printed on single-sided paper size 8.5" x 11". Two (2) copies and one unbound original and a digital copy via USB drive, of your proposal are due at

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 32 of 80

PRIDCO offices no later than the time specified in Section 7.1.1 below. Envelopes or packages containing your technical proposal and qualifications shall not include the financial proposal. Separate financial or cost proposals shall be presented. **Marketing brochures are not allowed.**

### 6.14 Cost Proposal

6.14.1 Proponents must submit their price proposal based on the time to be employed, identified resources, and materials required for each component of the Scope of Work, following the Schedule of Compensation and Key Personnel (Attachment 1). PRIDCO is interested in obtaining pricing for the following components:

6.14.2 Proponents may add as many rows as necessary for the resources they identify for each component noted. There should be no blanks or zero dollar amounts for any fees. Proponents should indicate rates for the duration of the contract and include rates for the additional fiscal year that may be extended. The rates included in the proposal must be the Proponent's lowest discounted government rates.

6.14.3 A cost proposal should be submitted in a separate sealed envelope titled Proponent's Cost Proposal. The cost proposal shall include the estimated cost by general category. The cost submittal should indicate the number of anticipated hours and the monthly fee for the requested services. In addition, please provide:

6.14.3.1 Hourly rates for each personnel, the named, and the service to be provided as described in this Grant Management Coordinator RFP.



## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 33 of 80

6.14.3.2 Proposals will be scored based on the price proposal format provided in Attachment 1. Additionally, a Proponent that clearly identifies s plan for reducing program costs over the life of the program as key milestones are reached and volume of activity reaches natural breaking points and identifies a clear path for cost-saving measures and/or efficiencies, will be scored favorably.

### **6.15 Proof of Liability Insurance and Work Compensation**

Proof of liability insurance and work compensation will be required from the selected Proponent as specified under Insurance Requirements – Section - 6.27.

### **6.16 Grant’s Management Schedule**

Provide an example of a Grant Management Schedule that delineates the similar phases approach to this Project. Illustrate key milestone dates for each phase.

### **6.17 PRIDCO’s Responsibilities**

PRIDCO will provide selected Proponents with access to building plans, conceptual drawings, records, studies, plans, and other available documents relating to the project to facilitate the rendering of services.

### **6.18 General Terms and Conditions:**

6.18.1 This is a Request for Proposal. Accordingly, participation in this process, including submitting a Proposal, shall not give rise to any liability, contractual or otherwise, on the part of PRIDCO. Similarly, the submission of a Proposal shall not create any obligation on the part of a Proponent to enter into an Agreement.

6.18.1.1 Proposals received later than the specified closing time will be rejected. PRIDCO shall not be liable for any costs incurred by Proponents in preparing their proposals. Furthermore, PRIDCO shall not be

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

responsible for any liabilities, cost, loss, or damage incurred by any interested party, before or subsequent to, or by reason of the acceptance, or non-acceptance of the Proposal.

- 6.18.1.2 PRIDCO reserves the right to accept or reject any or all proposals.
- 6.18.1.3 PRIDCO reserves the right to negotiate prices and terms with one or more Consultants, and no legal obligations will be established until the parties have executed a binding written agreement on mutually agreeable terms and conditions.
- 6.18.1.4 PRIDCO and the Government of Puerto Rico reserve the right to cancel the Grant Management Coordinator RFP process at any moment for local or federal government convenience or due to funds availability.
- 6.18.1.5 The execution of a contract will be subject to all approvals required by law, including the FOMB, if applicable.
- 6.18.1.6 PRIDCO reserves the right to accept or reject, in whole or in part, all proposals submitted and/or cancel this GMC RFP and/or reissue this GMC RFP or another version of this GMC RFP at any time prior to the execution of a contract, if it determines, in its absolute discretion, that doing so is in its best interests or the best interests of the impacted industrial communities or the Government of Puerto Rico. If any or all proposals are rejected, PRIDCO reserves the right to re-solicit proposals.
- 6.18.1.7 Consultants shall be registered with the General Services Administration of the Commonwealth of Puerto Rico. (ASG in Spanish)

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 35 of 80

Number of Awards - At the sole discretion of PRIDCO and based upon the breadth and experience of Proponents to this RFP, or other factors considered in the best interests of Puerto Rico, PRIDCO may award contracts to more than one Proponent and award any vendor one or more steps or task orders per contract. In such cases, Proponents acknowledge and accept that PRIDCO reserves the right, in its absolute discretion, to further negotiate the terms and conditions of their Proposals and to withdraw an award(s) if an agreement acceptable to PRIDCO is not reached, notwithstanding the Proponents' submission of Best and Final Offers (“BAFOs”).

- 6.18.1.8 No Obligation to Contract / Rejection of Proposals / Cancellation of RFP - Issuance of this RFP does not constitute a commitment by PRIDCO to award a contract. None of the participants in this RFP process have any acquired proprietary rights. The execution of a contract will be subject to all approvals required by law, including the FOMB if applicable. PRIDCO will not have any binding obligation, duties, or commitments to the Selected Proponent(s) until and unless a contract has been duly executed and delivered by PRIDCO after approval by the appropriate governmental authorities. If PRIDCO is unable to negotiate a mutually satisfactory agreement with the Selected Proponent(s), it may, in its sole discretion, negotiate with the next highest-ranked Proponent(s) or cancel and reissue a new RFP.

### 6.19 Conflict of Interest:

6.19.1 By submitting a proposal, the Proponent certifies that:

- 6.19.1.1 No person, either natural or corporate, other than the Proponent, has or will have any interest or share in this Proposal or the proposed Agreement.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 36 of 80

- 6.19.1.2 There is no collusion or arrangement between the Proponent and any other Proponent (s) in connection with this project.
- 6.19.1.3 The Proponent has no knowledge of the contents of other Proposals and has made no comparison with any other party in connection with making the Proposal.
- 6.19.2 The Proponent shall notify PRIDCO as soon as possible if this contract or any aspect related to the anticipated work under this 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). The Proponent shall explain the actual or potential conflict in writing in sufficient detail so that PRIDCO is able to assess such actual or potential conflict.
- 6.19.3 Proponents must provide a list of any other current or prior consulting contracts that the firm has/ had with PRIDCO or any other Government Entity in Puerto Rico or which bear any direct or indirect relation to the activities of the Government of Puerto Rico.
- 6.19.4 In addition, please provide a description of any recent historical or ongoing legal proceedings, interviews, or investigations being conducted by any 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. Also, provide a brief description of any work you have performed for any creditor or guarantor of the Government of Puerto Rico or any public corporation debt about their positions in Puerto Rico debt obligations. Indicate whether this activity is ongoing and, if not, when the previous assignment was concluded.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 37 of 80

- 6.19.5 Note that PRIDCO may in the future request a list of direct or indirect relationships the Proponent or its professionals have with members of the Company or Board Members or executives of other public corporations of Puerto Rico.
- 6.19.6 It is necessary to reiterate that all work experience related to the Government of Puerto Rico, if any, must be described in detail. The description should include, but not be limited to (1) time period, (2) resources managed, (3) agencies and/or entities to which services were provided, and (4) responsibility in such roles with their respective deliverables.
- 6.19.7 Because of the inherent conflict of interest arising from the nature of the services, it should be noted that any company or individual that has previously obtained a Closeout services contract with PRIDCO, or related services and/or assisted as a subcontractor for such purposes is precluded from participating in this RFP for Grant Management services procurement.
- 6.19.8 In the event of real or apparent conflicts of interest, PRIDCO reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Proponents. The Proponent shall accept any reasonable conflict mitigation strategy employed by PRIDCO, 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.
- 6.19.1 PRIDCO reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to PRIDCO's satisfaction.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 38 of 80

### **6.20 Proponent**

The Proponent is Not an Employee of PRIDCO. It is understood that the selected Proponent will not be considered in any manner as an employee of PRIDCO, but solely as an independent Consultant. PRIDCO will not, under any circumstances, be liable to the Proponents or consultants(s) or any person or persons acting for or under it for any death, injury, or property damage received or claimed, unless such liability arises by virtue of negligence by PRIDCO, their respective officers, agents, or employees.

### **6.21 Indemnification and Hold Harmless:**

- 6.21.1 Proponent shall relieve PRIDCO and other related agencies and public corporations, its directors, officers, employees, agents, representatives, assignees, and the Government of Puerto Rico, from any responsibility and for all losses, causes of action, claims, property, and personal damages, liabilities, and expenses (including attorney's fees) arising as a consequence o, or related to negligent actions or fault of the Proponent or consultant in the performance of its obligations under this GMC RFP.
- 6.21.2 Staff hired by the Proponent to carry out its obligations under the resulting Agreement for the services requested by this GMC RFP shall be under the jurisdiction and legal responsibility of the Proponent, who shall assume all of the risks, costs, and responsibilities for their actions, supervision, compensation, and discounts required by law. If any acts or situations of harm to third parties arise, Proponent expressly relieves PRIDCO and the Government of Puerto Rico from any claim, lawsuit, suit, or proceedings that arise or may arise in relation thereto.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

6.21.3 If the Proponent should subcontract all or any portion of the work to be performed under the resultant agreement, the Proponent shall require each Sub-Consultant to indemnify, hold harmless and defend PRIDCO, its Board, officers, officials, employees, and agents following the terms of the preceding paragraphs.

### **6.22 Assignment and Subcontracting**

It is prohibited to assign or subcontract the whole or any portion of the Work without PRIDCO's prior consent in writing. This requirement will be strictly applied, and any disregard of it by the Proponent will be treated as grounds for immediate termination of the contract without prejudice to any other remedies and/or indemnifications.

### **6.23 Non-Disclosure Agreement:**

6.23.1 PRIDCO shall provide the selected Proponent all documents, reports, or materials that the Proponent may need and are necessary to render the services object of the resulting Agreement for the services of this RFP, except those in Proponent possession due to its profession.

6.23.2 All the work produced as part of the contracted services, compelled in writing or any other method of conservation by the Proponent shall be privileged and confidential, and may not be reported or revealed to any third party unless previous written consent is released by PRIDCO; neither said work or information must be included as part of the Proponent's credentials unless previous written consent is given by the PRIDCO.

6.23.3 All documents, reports, or materials that PRIDCO delivers, or information given to Proponent is strictly confidential, except for documents, reports, material, or information that:

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 40 of 80

- 6.23.3.1 Is of public domain, or that PRIDCO has authorized its publication or disclosure in writing.
- 6.23.3.2 Were in legitimate possession of Proponent before PRIDCO disclosed the same and which has no restriction of disclosure.
- 6.23.3.3 Be legitimately reported to the Proponent by a third party, and does not have any restriction on its disclosure; and
- 6.23.3.4 Must be reported upon request of law, order, or other legal requirements issued by the competent authority.

### 6.23.4 Confidentiality of Proposals

PRIDCO shall have no obligation to treat any information submitted in connection with a Proposal as proprietary or confidential unless

- 6.23.4.1 The Proponent identifies such information in its Proposal as proprietary or confidential.
- 6.23.4.2 PRIDCO determines that the information is proprietary or a trade secret and legitimately requires such treatment or that it must otherwise be protected from publication according to law.

PRIDCO obligations concerning the protection and disclosure of such information shall always be subject to applicable law. If the Proponent desires to identify any information in its Proposal as proprietary or confidential, it shall limit such designation to only those portions of the Proposal that constitute proprietary information, trade secrets, or other confidential matters or data. Identification of the entire Proposal or entire sections of the Proposal or other overly broad designations as confidential or proprietary are strongly discouraged and may result in the Proposal being deemed unresponsive. PRIDCO shall have the



## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 41 of 80

right to use all portions of the Proposal, other than those portions identified and marked as confidential or proprietary, as it considers necessary or desirable in connection with this RFP; and, by the submission of the Proposal, the Proponent thereby grants to PRIDCO an unrestricted license to use such unrestricted portions of the Proposal.

6.23.5 Proponents may not disclose confidential information to third parties and shall only discuss it with PRIDCO's directors, officers, employees, or authorized agents. The services provided under this document are provided so that PRIDCO can exercise the functions and powers assigned to it by its enabling legislation as part of the Executive Branch and accordingly, management and work by the Proponent under the resulting Agreement, are granted the same privileges, protections and immunities that cover PRIDCO's efforts, including and without limitations, the Executive Privilege, the Privilege of Deliberative Process and the Attorney-Client Privilege, as they are applicable.

6.23.5.1 Information concerning the business of PRIDCO which becomes accessible, or known, to the Contractor, its employees, or sub-contractors including, but not limited to, financial information, customers, customer lists, business plans, operational plans, data and computer programs, manufacturing processes, engineering/technical data, design process, pricing, research and development, strategic plans, and operating data shall be considered Confidential and Proprietary Information of PRIDCO and must not be disclosed to individuals outside of your organization without the prior written approval from PRIDCO.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 42 of 80

### **6.24 Inclusion of Small, Minority, and Women-Owned Businesses**

Explain how the Proponent is including small, minority, and women-owned businesses as part of the proposed team and how much work it estimates will be provided to those firms in this engagement. Firms to be utilized as a part of the Proponent's team need to be identified and described in this section.

### **6.25 Local Parties:**

PRIDCO aims to foster the participation of Local Parties in providing professional services and local expertise. Explain how the Local Party(ies) will add value to the team and their expected role. Identify the Key Personnel from the Local Party(ies) and indicate the expected level of involvement in the day-to-day activities and interaction with PRIDCO.

### **6.26 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including résumés and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide PRIDCO with the personal information of employees who have been included as resources in the Proposal to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to PRIDCO. Such written consents are to specify that the personal information may be forwarded to PRIDCO for the purposes of responding to this RFP and used by PRIDCO for the purposes set out in the RFP. PRIDCO may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to PRIDCO.

### **6.27 Insurance Requirements:**

Throughout the life of this resulting Agreement, Proponent acknowledges it shall pay for and maintain in full force and effect, with an insurance company(s) (Company) admitted

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 43 of 80

by the Puerto Rico Insurance Commissioner to do business in the Commonwealth of Puerto Rico, the following policies of insurance:

- 6.27.1 **PROFESSIONAL ERRORS AND OMISSIONS**, not less than \$500,000 per Occurrence. / \$2,000,000 Aggregate. (2 yr. discovery and reporting tail period coverage). Only a certificate of Insurance is required.
- 6.27.2 **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for “any auto” with combined single liability limits of not less than \$1,000,000 per occurrence.
- 6.27.3 **WORKERS’ COMPENSATION** Insurance as required under the Puerto Rico Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
- 6.27.4 **COMPREHENSIVE GENERAL LIABILITY** insurance, \$1,000,000 combined single limit. (Including Contractor All Risk Insurance and Third-Party Liability Insurance).

### 6.28 Additional Conditions:

- 6.28.1 Any Advisor, Consultant, or Professional who drafted, or assisted PRIDCO in the preparation, identification, or provided assessment related to the specification for the Project object of this RFP; will be excluded from participation in the RFP as Proponent or related personnel.
- 6.28.2 The Proponent shall be registered in the System for Award Management (SAM) as required to receive funds from the US Federal Government. The Proponent shall provide evidence of compliance with this Federal requirement and be in good standing (no active exclusions and debts). (See Attachment 4)

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 44 of 80

6.28.3 While conducting recovery operations from the current disasters, the Government of Puerto Rico must be prepared to recover from any future disasters which may occur during the term of this contract, therefore, it is expected that the selected Proponent(s) will provide support and technical assistance in connection with all current federally declared disasters and any subsequent presidentially declared disasters, which may occur during the term of the contract.

### **SECTION 7 – SUBMISSION REQUIREMENTS:**

Based on PRIDCO's understanding of the scope of services for the project, your written proposal should include, at a minimum, the following information:

#### **7.1 Submission Deadline**

7.1.1 Consultants are to prepare and submit their Proposal in response to this Grant Management Coordinator RFP in 2 parts identified as:

Part 1 – Technical Requirements

Part 2 – Consultant Cost Proposal

Each of the two parts of the Proposal requires a separate sealed envelope, clearly identifying one envelope as "Part 1 – Technical Requirements" and the other envelope as "Part 2 - Consultant Cost Proposal".

7.1.2 The two envelopes are to be submitted at the same time. Proposals that are faxed or e-mailed will be rejected.

7.1.3 Proposals shall be submitted on or before:

**4:00 PM** local time, **Tuesday, June 20, 2023.**

**To Mrs. Paola Cabral**

**PRIDCO Main Office Suite 303**

**355 F.D. Roosevelt Ave.**

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 45 of 80

### **7.2 Changes to Proposal Wording**

If the Proponent wishes to amend its Proposal after submission, it may do so only by requesting the Grant Management Coordinator / POC via e-mail. Any amendment must be made by submitting a revised Proposal in its entirety and clearly marked "Amended Proposal." PRIDCO will consider amended Proposals to replace and supersede any earlier submission. No amended Proposal may be submitted after the Proposal submission deadline. PRIDCO may request additional information after this deadline only for purposes of clarification.

### **7.3 Modification or Withdrawal of Proposal**

A proposal that has PRIDCO may be withdrawn or altered by letter with the signature and name of the person authorized for submitting if it is received prior to the time and date of opening.

The withdrawal must be submitted in writing to the Grant Management Coordinator.

### **7.4 Errors and Omissions in Proposals**

The Proponents are responsible for errors and omissions in their proposals and any such errors and omissions will not reduce their obligation to PRIDCO.

### **7.5 Right of Rejection**

PRIDCO and the Government of Puerto Rico reserve the right to cancel the GMC RFP process at any moment for local or federal government convenience or due to funds availability.

### **7.6 Product Ownership**

Any documents, drawings, or reports as well as the intellectual services resulting from any contract, will be the property of PRIDCO. All drawings documents, all construction specifications, and any other documents shall be delivered in hard copy, USB drive, or cloud access. Regarding the documents in question, the documents shall be editable in MS Word format (.doc).

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 46 of 80

### **7.7 Waiver of Informalities**

PRIDCO reserves the right to waive any informality and/or irregularity in a Proposal or offer if it determines that doing so is in its best interests, the best interests of the impacted communities, and/or the Government of Puerto Rico.

### **7.8 Amendment and Proposal as Part of the Agreement**

This Grant Management Coordinator, as well as any related solicitation documents such as Addenda and Questions & Answers, and the selected Proponent's Proposal, will become part of any contract between PRIDCO and the Proponent. If the terms of the Grant Management Coordinator and related documents or Proposal conflict with the contract, the contract terms shall be controlled.

### **7.9 Licensing Requirements**

Any professional or business licenses required to render the requested services, if selected, will be at the sole cost and responsibility of the Proponent. The Proponent shall include all professional licenses, Board memberships, and any other required by its profession for the required services under this Grant Management Coordinator.

### **7.10 Proposal Development Costs**

- 7.10.1 The cost of preparing and submitting a proposal is the sole responsibility of the Proponent and shall not be chargeable in any manner to the PRIDCO.
- 7.10.2 Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with PRIDCO, if any. PRIDCO will not be liable to any Proponent for any claims, costs, or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

### 7.11 Invoicing and Payment:

- 7.11.1 The selected Proponent shall submit to PRIDCO monthly invoices for payment of only those completed deliverables related to the services following Attachment 3.
- 7.11.2 Invoices shall be complete and correct and shall be documented in a manner that meets current federal requirements for reimbursement. If work performed falls under multiple/different programs, a breakdown of each event and/or work performed must be provided in the invoice, under the applicable program.
- 7.11.3 Likewise, all labor rates proposed are to be broken out by job category and represent the total labor-related cost, including all taxes, benefits, overhead, etc. No back-office administrative, reporting, invoice preparation, and/or clerical expenses will be paid.
- 7.11.4 All invoices must contain the following language at verbatim:
- i. “We certify under absolute penalty of nullity, that no employee of Puerto Rico Industrial Development is part of or has any interest in the income or benefits derived from the Agreement object of this invoice and, if there is any income or benefit acquired from this Agreement, I have obtained the corresponding exemption (“dispensa”). The sole consideration obtained in return for the professional services rendered under the Agreement is the payment agreed with the authorized representative of COMPANY. The amount invoiced herein is just and correct. The professional services have been rendered and have not been paid.”***

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 48 of 80

7.11.5 Payment Schedule: Invoices will be processed for payment only after approval by PRIDCO's authorized representative or other designer, and after PRIDCO review and approval of all submitted expenses. Approval for payment shall not be granted until appropriate and quality deliverables are received according to the Contract issued by PRIDCO, and documentation is provided and determined to be correct, accurate, and consistent with PRIDCO's RFP, Government of Puerto Rico, and federal reimbursement requirements. Proponents should expect to be paid within a reasonable time after invoice acceptance.

PRIDCO will disburse soon after the Proponent provides a duly certified bill in triplicate that will include a detailed specification of the services performed and the time devoted to the same. **PRIDCO shall review the correction of said invoices and, upon finding them correct, shall approve, and process them for payment, within sixty (60) days of receipt.** PRIDCO reserves the right to review the accuracy of the invoices and to perform the auditing as it deems convenient.

For these reasons, Proponents should demonstrate in their Proposals that they have sufficient financial capacity to continue to pay all staff and subcontractors promptly and continue to perform under any eventual contract with PRIDCO without interruption or delay.

### 7.12 Selection of Proposal in the Best Interests of Puerto Rico

Notwithstanding the selection criteria outlined in the Grant Management Coordinator, PRIDCO reserves the right to select a Proposal(s) that, in its sole judgment, is consistent with and responsive to the goals of the Government's recovery plan, irrespective of



## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 49 of 80

whether it is the apparent lowest-priced Proposal if it is determined by PRIDCO to be in the best interests of Puerto Rico.

### 7.13 Additional Information

PRIDCO's contact person will be:

**Santiago R. García Meléndez, P.E.**

PRIDCO's Project Manager

Executive Director Office

[santiago.garcia@pridco.pr.gov](mailto:santiago.garcia@pridco.pr.gov) / [fema.admin.4339@pridco.pr.gov](mailto:fema.admin.4339@pridco.pr.gov)

## **SECTION 8 – SELECTION OF CONSULTANT:**

### 8.1 Proposal Evaluation Criteria and Procedures

#### 8.1.1 Evaluation Criteria

**The proposal will be received by Mrs. Paola Cabral from PRIDCO's Properties Management Office, Room 303, on Tuesday, June 20, 2023, no later than 4:00 pm.**

An evaluation committee, comprised of PRIDCO's members, will review, and evaluate technical proposals against the following criteria:

8.1.1.1 **Understanding of PRIDCO's Goals:** Does the Proponent understand the Project parameters?

8.1.1.2 **Staff:** Do the qualifications of key personnel assigned to the Project coincide with Project's requirements? Do assigned personnel have all the required education, experience, and professional qualifications? Do assigned personnel have relevant experience complying with Public Policy for Federal and State projects?

## Attendance at the Virtual Project Scope Presentation is Mandatory.

- 8.1.1.3 **Specific Management Approach:** How does the Proponent intend to achieve the PRIDCO's budget and time goals for the Project? How will the Proponent apply its management techniques and resources? Discuss such factors as:
- 8.1.1.3.1 Project Management and team organization
  - 8.1.1.3.2 Quality control
  - 8.1.1.3.3 Schedule control
  - 8.1.1.3.4 Budget control
  - 8.1.1.3.5 Relations with sub-consultants
- 8.1.1.4 **Experience:** Proponents demonstrated the ability to successfully provide services for projects of similar complexity and size. Does the Proponent have experience with public services projects?
- 8.1.1.5 **Organization:** Are the qualifications of the Proponent's personnel suitable for the Project, and does the Proponent's organizational structure show sufficient depth for its present workload?
- 8.1.1.6 **Reputation:** Are the Proponent's references from past clients and associates favorable, and does the Proponent show financial and operational stability?
- 8.1.1.7 **Services Offered:** Does Proponent offer the breadth and quality of services required for the Project?
- 8.1.1.8 Relevant Grant Management Coordinator Experience
- 8.1.1.9 **Financial capability** to guarantee negotiated cost and bear expenses above that cost.
- 8.1.1.10 PRIDCO will evaluate Proponents as indicated in Section 8. Typically, PRIDCO weights the evaluation criteria as follows:
- 8.1.1.10.1 Understanding of PRIDCO's Goals: 5% to 15%

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 51 of 80

8.1.1.10.2 Staff: 5% to 10%

8.1.1.10.3 Specific Management Approach: 5% to 15%

8.1.1.10.4 Experience: 5% to 10%

8.1.1.10.5 Organization: 5% to 10%

8.1.1.10.6 Reputation: 5% to 10%

8.1.1.10.7 Services Offered: 5% to 10%

8.1.1.10.8 Relevant Grant Management Coordinator Experience:  
5% to 10%

8.1.1.10.9 Financial capability: 5% to 10%

8.1.1.10.10 Fees: 20% to 40%

### 8.1.2 Consultant Selection Procedures

8.1.2.1 At the completion of the proposal review process, Proponents will be ranked, and the three (3) most highly qualified Proponents will form a “short list”. The shortlist will be integrated by the best-qualified Proponents. Price will be considered but will not constitute the sole item to be considered, nor will it grant automatic selection of a Proponent.

8.1.2.2 Proponents on the short list will be asked to formally present their proposal to PRIDCO and respond to interviewer questions. Following the presentation/interviews, the evaluation committee will complete its ranking. The final selection will be made based on a combination of qualifications and cost, with an emphasis on qualifications. PRIDCO is not looking for the lowest bidder, but rather a business partner. The evaluation committee will make a recommendation to the PRIDCO’s Board for a final decision. The presentation and interview session will not exceed one hour per Proponent.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 52 of 80

- 8.1.2.3 After a thorough evaluation by the Committee, all Proponents that submitted proposals will be notified of the awarded Proponents, according to the schedule below.
- 8.1.2.4 Following successful negotiations with the selected Proponent, a contract will be drafted and referred to the PRIDCO's Board for final approval.

### **SECTION 9 – SCHEDULE:**

PRIDCO believes the Proponent selection schedule will be as follows:

- 9.1 Grant Management Coordinator Issued: Wednesday, May 17, 2023** (To access the documentation electronically, please access:) <https://www.ddec.pr.gov/pridco-fema-rfp-2023-03>
- 9.2 Virtual Project Scope Presentation (Mandatory): Wednesday, May 31, 2023, at 10:00 A.M.** The Project Scope Presentation will be held virtually via Microsoft Team. To join the meeting, please access the following link: <https://shorturl.at/cuLN4>
- 9.3 Questions Due: Wednesday, June 7, 2023, no later than 4:00 pm.**
- 9.4 Response to Questions/Answers Sent: Tuesday, June 13, 2023, no later than 4:00 pm.**
- 9.5 Proposals due: Tuesday, June 20, 2023, no later than 4:00 pm** at PRIDCO's Properties Management Office, 355 F.D. Roosevelt Avenue, Room 303, Hato Rey PR 00918
- 9.6 Selection/Short-list: Friday, June 23, 2023**
- 9.7 Proponent Short-list Interviews: Tuesday, June 27, 2023**
- 9.8 Revised Proposals: Friday, June 30, 2023, no later than 4:00 pm**
- 9.9 Recommendation for Selection: Friday, July 7, 2023**

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 53 of 80

**SECTION 10 – QUESTIONS:**

**10.1 Questions must be delivered by electronic mail.** All requests for interpretation shall be brought to the attention of PRIDCO in writing no later than the Question Due date, indicated above. Questions should be addressed to:

**Santiago R. García Meléndez, P.E.**

**Project Manager / Executive Aide**

**Executive Director Office**

**[santiago.garcia@pridco.pr.gov](mailto:santiago.garcia@pridco.pr.gov) or [fema.admin.4339@pridco.pr.gov](mailto:fema.admin.4339@pridco.pr.gov)**

**10.2 Only those notices received from PRIDCO's POC** using the aforementioned address will be considered as PRIDCO official notices with regard to this RFP, and Proponents may not rely on any other communications which are not received from PRIDCO's POC using such address.

**10.3 No clarification requests will be accepted by telephone.** Responses to clarification requests and changes to the RFP required before the submission closing will be issued in the form of a written Addendum and sent by email. PRIDCO will assume no responsibility for oral instructions or suggestions.

**10.4 Any interpretations, corrections, or changes to this RFP will be made by addendum.** PRIDCO's POC has the sole authority to issue addenda to this RFP.

**10.5 Proponents shall acknowledge** receipt of all addenda on the proposal form as attached hereto as Attachment 6.

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 54 of 80

### **SECTION 11 – ATTACHMENTS:**

- 11.1 ATTACHMENT 1** - Schedule of Compensation and Key Personnel
- 11.2 ATTACHMENT 2** - Process for Issuance of Task Orders and Form of Task Order for Grant Management Coordinator Services
- 11.3 ATTACHMENT 3** – Form of Task Order for Grant Management Coordinator Services (GMC)
- 11.4 ATTACHMENT 4** – Respondent's Good Standing, Limited Denial of Participation (LDP) / Suspension or Debarment Status, Legal Issues, Ownership Structure, and Conflicts
- 11.5 ATTACHMENT 5** – Lobbying Certification for Contracts Grants, Loans, and Cooperative Agreements
- 11.6 ATTACHMENT 6** – Acknowledgement of Receipt of Addenda Form
- 11.7 ATTACHMENT 7** – Applicable Federal Terms and Provisions

### **SECTION 12 – EXHIBITS:**

- 12.1 Exhibit A - PRIDCO'S Industrial Buildings from DR-4339-PR - Maria Hurricane**
- 12.2 Exhibit B - PRIDCO'S Industrial Buildings from DR-4473-PR – Earthquake**
- 12.3 Exhibit C – PRIDCO'S Industrial Buildings from DR-4671-PR - Fiona Hurricane**
- 12.4 Exhibit D – COR3 Chapter 7 – Payment & Cash Management**
- 12.5 Exhibit E – COR3 Chapter 12 – Closeout**
- 12.6 Exhibit F - FEMA Public Assistance Program and Policy Guide V3.1 - Maria Hurricane**
- 12.7 Exhibit G - FEMA Public Assistance Program and Policy Guide V4 – Earthquake and Fiona Hurricane**
- 12.8 Exhibit H - HUD Provisions**
- 12.9 Exhibit I – *Reglamento* 9230 – ASG Regulation**
- 12.10 Exhibit J - Compensation Schedule**

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**Attachment 1**

**SCHEDULE OF COMPENSATION AND KEY PERSONNEL**

The maximum amount to be paid under this Agreement shall not exceed the total amount authorized by PRIDCO under all properly executed Task Orders (see Task Order form provided in Attachment 2 of this Agreement) which shall in no event, in the aggregate, exceed \_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (“Agreement Maximum Amount”).

**Position Classification and Fees**

<b>Project Position</b>	<b>Low \$/Hr.</b>	<b>Medium \$/Hr.</b>	<b>High \$/Hr.</b>	<b>Low</b>	<b>Medium</b>	<b>High</b>
Team Lead / Grant Management Coordinator				+7 years in RFR Management + 5 years industry	+10 years in RFR Management + 7 years industry	+12 years in RFR Management + 9 years industry
Assistant Project Manager				+5 years in RFA Management + 3 years industry	+7 years in RFA Management + 5 years industry	+10 years in RFA Management + 8 years industry
Consultant / Cost Analysis (2)				+3 years in VAYGo Management + 1 year industry	+5 years in VAYGo Management + 3 years industry	+7 years in VAYGo Management + 5 years industry
Training				+3 years in Training	+5 years in Training	+7 years in Training
Technical Assistance				Technical degree	+3 years in Technical Assistance	+ 5 years in Technical Assistance
Administration Clerk (2)				Subject to evaluation on a case-by-case basis		
Other: 1. Specify the Project Position				Specify Experience	Specify Experience	Specify Experience
Other: 2. Specify the Project Position				Specify Experience	Specify Experience	Specify Experience
Other: 3. Specify the Project Position				Specify Experience	Specify Experience	Specify Experience

## **Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 56 of 80

### **Attachment 2**

#### **Process for Issuance of Task Orders and Form of Task Orders for Grant Management Coordinator Services**

##### **I. Project Authorization Request and Task Order**

Task orders submitted in accordance with Section 2.18 of this Agreement shall be numbered and shall include the number of this Agreement, the budget, including hours to be spent, hourly rates as provided for in the compensation terms of this Agreement, staff to be used, notification and/or approval request (as applicable) of subcontractor(s) to be used, schedules for each of the Services to be provided thereunder, and any other relevant information requested by PRIDCO. It shall also include updated information on the project schedule and budget (including expected variances from the master budget and fees).

Each task order shall become effective upon the execution by both parties and shall be considered incorporated into this Agreement.

A new Project and each of its phases shall not proceed without a PRIDCO-approved Task Order. No Task Order will become binding upon PRIDCO until it is approved, in writing, by the PRIDCO's Deputy Executive Director or his designee. Absent such approval of a Task Order, PRIDCO will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law, or in equity), for any Services provided not pursuant to an approved Task Order.

Receipt of an approved and executed Task Order will constitute a Notice to Proceed issued by PRIDCO. Immediately upon such receipt GMC will commence its services. PRIDCO may revise or approve revisions of a Task Order after its issuance if a more detailed knowledge of the Project and conditions for its performance warrant such revision.



**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 57 of 80

**Attachment 3**

**FORM OF TASK ORDER FOR  
GRANT MANAGEMENT COORDINATOR SERVICES (GMC)**  
**CONTRACT NUMBER: 2023-\_\_\_\_\_**  
**TASK ORDER NUMBER: \_\_\_\_\_**

**I. Scopes of Services**

GMC shall perform and provide all services pertaining to grant administration services and assist in the execution of necessary disaster recovery efforts in accordance with federal and governmental requirements and otherwise assist PRIDCO in the implementation of PRIDCO's FEMA Assistance Program and other Projects ("Services").

GMC Services include those specifically described below and all work necessary to complete them or carry them out fully as well as any other Additional Services, all in accordance with the Agreement Standards.

The objectives of this Agreement include, but are not limited to, the following:

**II. Schedule for Completion of Task, including any milestones as appropriate.**

The following monthly reports will refer to the task order number and will include the milestones reached and if they were met on schedule. A description of the next steps. List of any inconvenience and how and will it be solved.

**III. Deliverables**

In carrying out its Services, GMC must prepare or provide to PRIDCO various Deliverables. "Deliverables" include work products, such as Comprehensive reports, Quarterly reports, Project work plans, work papers and analyses, written reviews, schedules, recommendations, reports, studies, evaluations, notices, and analyses, or any other document or information produced or gathered by GMC for PRIDCO in the performance of all Services. All Deliverables must be prepared in a form and content satisfactory to PRIDCO and delivered in a timely manner consistent with the requirements of this Agreement.

PRIDCO may reject Deliverables that do not include relevant information or data or do not include all documents or other materials specified in this Agreement or

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

reasonably necessary for the purpose for which PRIDCO made this Agreement or for which PRIDCO intends to use the Deliverables. If PRIDCO determines that GMC has failed to comply with the foregoing, PRIDCO will notify GMC of its failure. If GMC does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from PRIDCO specifying the failure, or such other time as specified in the notice, then PRIDCO, also by written notice, may treat the failure as a default of this Agreement.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of PRIDCO and when consented to in advance by PRIDCO. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve GMC of its commitments under this Agreement.

**IV. Staffing and Loading**

GMC shall provide personnel with, among other things, the requisite technical, engineering, construction, accounting, and contract administration experience and licenses to perform all Services.

**Note 1: Staff shall be as approved by PRIDCO via submittals as needed.**

Position	Person Name	Loading (in Hrs.)
Team Lead / Grant Management Coordinator	See Note 1 above	
Assistant Project Manager	See Note 1 above	
Consultant / Cost Analysis (2)	See Note 1 above	
Training	See Note 1 above	
Technical Assistance	See Note 1 above	
Administration Clerk (2)	See Note 1 above	

**V. Budget for Completion of Task:**

**5.1 Direct Labor Cost**

Position	Person	Person Loading (Hrs.)	Hourly Rate (\$/Hr.)	Maximum Authorized Amount
Team Lead / Grant Management Coordinator	See Note 2 below			
Assistant Project Manager	See Note 2 below			
Consultant / Cost Analysis (2)	See Note 2 below			

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

Training	See Note 2 below			
Technical Assistance	See Note 2 below			
Administration Clerk (2)	See Note 2 below			
<b>Total Labor</b>				\$

**Note 2: Staff shall be as approved by PRIDCO via submittals as needed.**

**5.2 Direct Expenses**

Cost Description	Number of Units & Description	Unit Cost (\$/Unit)	Maximum Authorized Amount
Approved Travel Expenses	INCLUDED ON RATES	N/A	N/A
Subcontractors Services (detail)	INCLUDED ON RATES	N/A	N/A
Markups (detail)	INCLUDED ON RATES	N/A	N/A
<b>Total Expenses</b>	INCLUDED ON RATES	N/A	N/A

**5.3 Lump-Sum Compensation Items (If Applicable)**

Item	Description	Delivery Date	Maximum Authorized Lump Sum Amount
1.	N/A	N/A	N/A
2.	N/A	N/A	N/A
<b>Total</b>			\$

**5.4 Total Budget**

This will include a reference for the contact number; the PW number; the DI number.

It will subtract from the amount of the contract granted; the amount of each task order under each PW and the phase of construction it's in and the balance of the PW granted, and the balance of the agreement remaining.

Description	Maximum Authorized Amounts
Total Labor (5.1+5.2)	
Total Lump Sum Expenses (5.3)	N/A
<b>Total Task</b>	

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 60 of 80

The Maximum Authorized Amount for this Task is \_\_\_\_\_ (\$XXXX.00). Any changes in this budget shall be pre-approved by PRIDCO. Approval shall be in the form of a memorandum of understanding duly signed by the parties.

To ensure prompt payment of invoices, please include the Contract Number and Task Order Number on all invoices related to the completion of the above-authorized task.

PUERTO RICO INDUSTRIAL  
DEVELOPMENT CORPORATION

GRANT MANAGEMENT  
COORDINATOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 61 of 80

**Attachment 4**

**RESPONDENT'S GOOD STANDING, LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR DEBARMENT STATUS, LEGAL ISSUES, OWNERSHIP STRUCTURES, AND CONFLICTS**

FROM:

Name of Primary Proponent: \_\_\_\_\_

Primary Proponent Authorized Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

In addition, the Proponent discloses the Identification of Officers, Directors, and Partners of proposing entities:

<b>Name</b>	<b>Position</b>	<b>Proposing Entity</b>	<b>Address</b>

**CERTIFICATION** The prospective primary proponent certifies to the best of its knowledge and belief, that it and its Officers, Directors, and Partners of proposing entities:

- a. are in Good Standing with all Federal, State, and local agencies that have or had a contractual relationship with the Proponent or any of its Officers, Directors, and Partners of the proposing entity.
- b. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, and local department or agency.
- c. have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 62 of 80

- public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; including PR Law No. 2 of January 4, 2018, as amended.
  - e. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

\_\_\_\_\_  
Primary Proponent's Name

\_\_\_\_\_  
Primary Proponent's Authorized Representative Signature  
(If Corporation, Signed and Sealed)

\_\_\_\_\_  
Date

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective proponent shall attach an explanation to this proposal.

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 63 of 80

**Attachment 5: LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of the Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proponent certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
RFP Number

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**Attachment 6**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

The Proponent hereby acknowledges that he/she/it has received and that he/she/it has considered in the preparation of his/her/its bids, all requirements in the following Addenda to this Bid/Proposal/Agreement:

Addendum Number	Date of Addendum	Acknowledgement

No Addendum was received in connection with this bid/proposal/contract.

Acknowledgement:

\_\_\_\_\_  
CONTRACTOR Company Name

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**IMPORTANT NOTICE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPONENTS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT. PRIDCO RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF THE ADDENDA FORM.**



## Attendance at the Virtual Project Scope Presentation is Mandatory.

### Attachment 7

## APPLICABLE FEDERAL TERMS AND PROVISIONS

### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to, in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.
  - a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
  - b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
  
2. Termination for Cause and Convenience.
  - a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
  - b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
  
3. Equal Employment Opportunity.
  - a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), 46 as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

2) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

3) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires 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, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 67 of 80

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for 47 training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 68 of 80

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 concerning any subcontract or purchase order as the 48 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that, each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled to. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) provides the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the next subsection, the Davis-Bacon Act does not apply to Public Assistance sub recipients. As such, FEMA requires the following 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 also 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."
5. Contract Work Hours and Safety Standards Act.
- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
  - b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03

Grant Management Coordinator Proposal (GMC)

PRIDCO Federal Funds Program, Puerto Rico

May 17, 2023

Page 70 of 80

- U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
  - d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### "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 a 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 a such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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 (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03

Grant Management Coordinator Proposal (GMC)

PRIDCO Federal Funds Program, Puerto Rico

May 17, 2023

Page 71 of 80

without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (2) of this section.
  - 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section."
6. Rights to Inventions Made Under a Contract or Agreement.
- a. Stafford Act Disaster Grants. This requirement **does not apply to Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
  - b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03

Grant Management Coordinator Proposal (GMC)

PRIDCO Federal Funds Program, Puerto Rico

May 17, 2023

Page 72 of 80

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
    - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

### "Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, 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.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.



## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03

Grant Management Coordinator Proposal (GMC)

PRIDCO Federal Funds Program, Puerto Rico

May 17, 2023

Page 73 of 80

- 2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, 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.
  - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA."
8. Debarment and Suspension.
- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
  - b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
  - c. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ 1; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
  - d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS 's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
- 1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25, 000.
  - 2) The contract requires the approval of FEMA, regardless of the amount.
  - 3) The contract is for federally required audit services.
  - 4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- f. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

### "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 transaction it enters into.
- 3) This certification is a material representation of fact relied upon by (insert name of sub-recipient). 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 state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- 4) The bidder or proponent 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 proponent further agrees to include a provision requiring such compliance in its lower tier covered transactions."

### 9. Byrd Anti-Lobbying Amendment.

## Attendance at the Virtual Project Scope Presentation is Mandatory.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6. c; Appendix C, ¶ 4.
- c. 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 31 U.S.C. § 1352. Each tier must 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 non-Federal award. See Chapter IV, ¶ 6. c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 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.

### APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 76 of 80

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

## Attendance at the Virtual Project Scope Presentation is Mandatory.

### 10. Procurement of Recovered Materials.

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
  - 1) "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired.
    - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (ii) Meeting contract performance requirements; or
    - (iii) At a reasonable price.
  - 2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>. "

### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for nonfederal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.  
To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification,

## Attendance at the Virtual Project Scope Presentation is Mandatory.

change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements applies to this contract:

- 1) The contractor agrees to provide (insert name of the state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, if XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or

## Attendance at the Virtual Project Scope Presentation is Mandatory.

PRIDCO-FEMA-RFP-2023-03  
Grant Management Coordinator Proposal (GMC)  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 79 of 80

reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

### 13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgment that FEMA financial assistance will be used to fund the contract, along with the requirement that the contractor will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives."

### 14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

### 15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and

**Attendance at the Virtual Project Scope Presentation is Mandatory.**

**PRIDCO-FEMA-RFP-2023-03**  
**Grant Management Coordinator Proposal (GMC)**  
PRIDCO Federal Funds Program, Puerto Rico  
May 17, 2023  
Page 80 of 80

Statements) applies to the contractor's actions pertaining to this contract”.