



## **REQUEST FOR PROPOSALS RFP**

**RFP NUMBER CCE-2023-0002**

### **Program & Project Management Office (PMO)**

**FEMA PROJECTS CATEGORY E –  
PERMANENT WORK  
FEMA DISASTERS  
DR-4339-PR**

**Title: Program Management Services**

**Issued Date: January 23, 2023**

Issued by

Department of Economic Development and Commerce

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## **1. Background and Introduction Information**

### **1.1 The Federal Emergency Management Agency (FEMA)**

The services herein requested, and the related FEMA funds are associated to disaster declaration DR-4339-PR. Under the Disaster Declaration the Department of Economic Development and Commerce (DEDC) on behalf of the Trade and Export Company (PRTEC) formulated 5 permanent projects which includes 7 facilities owned by the DEDC.

This RFP has been prepared in accordance and compliance with 2 CFR Part 200; Regulation 9302, dated August 26, 2021, issued by General Services Administration of the Government of Puerto Rico, Executive Order OE-021-029; Circular Letter of the Puerto Rico Office of Management and Budget No. 013-2021; Law No. 38 of June 30, 2017, as amended, known as the “Government of Puerto Rico Uniform Administrative Procedure Act” (LPAU, for its Spanish acronym); Chapter 7, Article 7.4 of Regulation 9230, dated November 18, 2020, issued by General Services Administration of the Government of Puerto Rico; and Law No. 237 of August 31, 2004, as amended, known as “Contracting Professional or Consulting Services Act.”

This process will be open and competitive. This RFP will be evaluated according to the public assistance program (Section 406).

Federal Emergency Management Agency (FEMA) Public Assistance grant funding and performed in accordance with HUD, FEMA and other applicable Federal and GPR regulations, policies and guidance 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)), when applicable, is also required.

Qualified firms shall possess all licensing required by Federal and State Government. This may include, without limitation, the programs known as FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, Private Property Debris Removal (PPDR), HUD Community Development Block Grant Program, HUD Community Development Block Grant Program—Disaster Relief, HHS Social Services Block Grant Program, DOT, FHA, FTA, FAA Grant Programs, Department of the Interior Grant Programs, USDA Emergency Watershed Protection Program, USDA Emergency Forest Restoration Program, among others.

### **1.2 The Impact of Hurricane Maria on Existing Facilities**

On September 20, 2017, Puerto Rico was impacted by Hurricane Maria, which caused heavy rain, strong winds, mudslides, flooding accumulation of vegetative and other debris, and delivered devastating damages to the infrastructure throughout the Island of Puerto Rico. On September 17, 2017, the then Governor of Puerto Rico, Hon. Ricardo Rosselló Nevares requested a federal declaration of emergency and disaster for Puerto Rico related to the impact of Hurricane Maria. Consequently, on November 1, 2017, the President of the United States approved a Puerto Rico Disaster Declaration (FEMA-4339-DR) associated to the impact of Hurricane Maria.

As a result of the impact of Hurricane Maria, several building structures owned by DEDC were affected. The buildings are part of the Department of Economic Development Commerce. The buildings are located at:

1. Guaynabo (Centro Cybernet) - Road. 165, KM 2.4, Pueblo Viejo Sector in Guaynabo.

2. Hato Rey Building – Ave. Chardon #159, San Juan PR, 00919.
3. Mayaguez Administrative Building – Ave. Algarobo #210, Suite #3, Mayaguez, PR 00680-6319.
4. Ponce Isabel - #66 Ponce PR, 00731.

The Department is requesting proposals pursuant to RFP No: CCE 2023-002 (hereinafter, this “RFP”). The services described in this RFP shall be procured through DEDC Chief Financial Officer Office.

The objective of this RFP is to select one (1) Proposer to provide program management services. The DEDC will award one contract to the responsible Proposer who submits the best proposal that meets the DEDC needs. The Department is interested in selecting the best solution for project management services presented by qualified and responsible Proposers/FIRMS (hereinafter referred to, alternatively, as “Proposer” or “contractor”).

Due to the significant damage caused by the Disasters, DEDC is seeking a highly qualified consulting firm, with broad depth and expertise across multiple disciplines deeply related to Project Management, to assist in effectively and efficiently administering the complexities of the Project and the rules applicable to the obligated funds in order to develop a Master Construction/ Recovery Plan which will pursue individual scope of works for each facility, re-designed, replaced or repurposed based on the DEDC’s vision. Each project in the Plan must be previously approved by the Central Office for the Recovery and Reconstruction of Puerto Rico (“COR3”) and FEMA, more specifically EHP to prevent possible loss of funds.

The buildings were evaluated by FEMA who provided the funds and approved the scope of work for the design and construction project. The original constructions plans will be available as reference for this project. The building is to be remodeled to the condition before the hurricane event. FEMA documents with FEMA scope of work will be provided for reference. The intent is to rebuild maintaining the original concept with current materials.

**Overview of services** – the scope will include, but is not limited to, project management, development and implementation of administrative and technical controls and the coordination with all stake holders from the Project design through the Closeout.

In addition, since the amount of Funds Obligated were determined under a Fixed Cost Estimate rationale it is required to the facilities conditions as a result of the damages caused by the disaster to further develop a scope of work under construction standards for critical services and identify and develop the hazard mitigation scope with their corresponding costs assigned to each individual facility to account for their restoration/reconstruction/replace/repurposed end. GIS and demographic data among other elements for planning to create the Plan, their spend plans, timelines and corresponding adjustments with changes but to stay true to its original completion path, and in compliance with FEMA and HUD grant applications and management, FEMA and HUD reimbursements program requisites, and procurement and management of all necessary professional services including all construction and restoration services.

### 1.3 Transfer of Properties to the Department of Economic Development and Commerce from the Puerto Rico Trade and Export Company:

On December 18, 2017, the Government of Puerto Rico through its legislature approved Act 122,

titled The New Government of Puerto Rico Act”, through it the government procured a reassessment of the executive branch in order maximize the resources and personnel of the government. The Act allows the government to transfer, consolidate, reorganize, outsource and creation of a more efficient governmental structure, through a process of developing Reorganizational Plans and submitting them to the consideration of the legislature for their approval.

In compliance with Act 122, the executive branch developed a Reorganizational Plan, which among other things consolidated the Puerto Rico Trade and Export Company (PRTEC) to the Department of Economic Development and Commerce (DEDC). Through the plan the employees, resources, and properties of the PRTEC where transfer to DEDC. The plan was submitted to the Puerto Rico Legislature and was approved on July 11, 2018, through Act number 141, titled “The Department of Economic Development and Commerce Reorganization Execution Plan of 2018”.

As previously discussed, the title of the properties owned by PRTEC were transfer to the DEDC. The DEDC received, with the transfer, the rights, and responsibilities, including the repair and maintenance of the facilities previously owned by PRTEC, located in the municipalities of Ponce, Guaynabo, Mayagüez, San Juan and Guaynabo. The transfer of the properties was finalized during the month of January 2022. Further, on June 2022 the Secretary of the DEDC Hon. Manuel Cidre Miranda, certified to the Legislative and Executive Branch of the Government of Puerto Rico that TEC consolidation on transfer of property was completed.

The facilities previously owned by PRTEC, during the impact of Hurricane Maria sustained heavy damage, which enabled the entity to request assistance to the Federal Management Agency (FEMA) through the Public Assistance Program. The assistance was approved, and several project worksheets were obligated on behalf of PRTEC to repair the facilities. The reconstruction process, during the past years has been delayed due to the impact of the Earthquakes experienced in 2019 and the worldwide spread of the Covid-19 virus which caused the Pandemic of 2020.

The DEDC at this point has re initiate the reconstruction process under the FEMA approved reconstruction projects of the facilities previously owned by PRTEC, which as discussed are now owned by them.

#### 1.4 Eligibility

By submitting a Proposal in response to this RFP, all Proponents agree to follow and abide by the procedures, terms, conditions, and instructions set forth herein.

The award of this RFP will be made on a “best value” basis from proposals that comply with all requirements. The Department of Economic Development Commerce reserves the right to award the contract to other than the lowest priced bid.

#### 1.5 Who is Eligible?

This Request for Proposals (RFP) is issued to qualified Licensed Professionals and Professional Firms, with no legal impediments to contract with the Department of Economic Development Commerce or the Federal Government, to offer professional services indicated hereinafter.

All natural or juridical persons, licensed professionals –Engineers– authorized to do business

within the United States and its territories (including the Commonwealth of Puerto Rico) may participate as proponent in this RFP. Proponents must provide evidence of compliance with all requirements by law to conduct business in Puerto Rico and contract with Puerto Rico Government.

Notwithstanding the above, proponents that are suspended or debarred by the federal government from participation in governmental contracts are ineligible to participate in this RFP, as provided in Executive Orders 12549 and 12689, and 2 CFR part 180.

Additionally, neither the proponent, nor any person or entity associated who is partnering with proponent may have been the subject of any adverse findings that would prevent Agency from selecting proponent. Such adverse findings include, but are not limited to, the following: negative findings from a Federal Inspector General or from the Government of Puerto Rico, or any other state when the proponent is the defendant and is related to his performance under a contract or his business responsibilities; arson conviction or pending case; harassment conviction or pending case; Puerto Rico and Federal or private mortgage arrears, default, or foreclosure proceedings; In rem foreclosures; sales tax lien or substantial tax arrears; Fair Housing violations or current litigation; defaults under any federal and Puerto Rico-sponsored program; a record of substantial building code violations or litigation against properties owned or managed by the proponent or by any entity or individual that comprises the proponent; past or pending voluntary or involuntary bankruptcy proceeding; federal conviction for fraud, bribery, or grand larceny.

Also, Puerto Rico laws prohibit contracting with persons or with entities whose key personnel, controlling stakeholders, partners, officials, managers, employees, subsidiaries or holding companies have been convicted under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethic of Puerto Rico; any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code; any of the crimes typified in Act No. 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico; or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Articles 6.8 of Act No. 8-2017, as amended, known as the Act for the Administrations and Transformation of Human Resources in the Government of Puerto Rico; or for similar felonies in federal or states' jurisdictions. The public policy adopted by the Government extends these prohibitions to determinations of probable cause for arrest for such crimes. Proponents must fully disclose if such investigations or procedures are initiated against said person at any moment. The Department of Economic Development Commerce may disqualify a proponent for lack of disclosure or misleading information in this regard.

#### 1.6 Collusions

Collusion is strictly forbidden. The Department of Economic Development Commerce will disqualify any proponent who engages in collusion or other similar misconduct with respect to the RFP process. Proponents must refer to **Attachment G, Non-Collusive Affidavit, section 9**.

#### 1.7 Non-Legal Obligation

This RFP does not oblige the Government of Puerto Rico or the Department of Economic Development Commerce to award or execute the Contract. The Department of Economic Development Commerce may amend the terms and conditions of this RFP at any time, or cancel it and reissue it, to best serve the needs of the Agency. This RFP does not oblige the Agency in any manner, including but not limited to *culpa in contrahendo*, promissory estoppels or one's own acts doctrine.

Each prospective proponent shall bear its own cost for all consulting, legal, accounting fees, and other expenses incurred by it in connection with participation in this RFP process, including proposal and presentation expenses, among others. The Department of Economic Development Commerce shall have no responsibility for any or all such costs. By submitting a response to this RFP, the proponent agrees that in no event will the Department of Economic Development Commerce or any of its employees, advisors, or representatives, be liable, under any circumstances, for any claim, or to reimburse or compensate the proponent in any manner whatsoever, including but not limited to costs of preparation of the proposal or any responses related to it, loss of anticipated profits, loss of opportunity, or for any other matter.

#### 1.8 Condition Precedent for Contracts

The proponent to which a contract is to be awarded shall provide all documents and certifications required by law to execute the contract within the time required by the Department of Economic Development Commerce after the day of the award notification. The list of documents will be provided as an attachment to this RFP.

#### 1.9 Errors or Omissions in Proposals

Proponents shall use the utmost care to make sure their proposals are complete and error-free when submitted. Proponents are responsible to include all amendments or addenda in their proposals. The Department of Economic Development Commerce is not obligated whatsoever to confirm or verify that proponents have consulted for amendments with Mrs. Myra Díaz, Person in charge of responding inquiries myra.diaz@ddec.com on behalf of the Department of Economic Development Commerce.

Proposals may be corrected before the submission deadline which is February 10, 2023. After submission deadline, the proponent bears the burden of submitting an adequately written proposal that contains all the information required under an RFP. The Agency may allow a proponent to correct a mistake or clerical error in a proposal through clarifications (as opposed to discussions), only when both the existence of the mistake or error and the amount intended by the proponent are apparent from the face of the proposal. Mistakes or clerical errors shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, or otherwise revise the proposal.

In the event of any discrepancies, omissions, or errors in this RFP, or in the event of doubt on the offer as to their intent or meaning, the proponents shall direct, in writing all inquiries to the Agency contact before the submission dateline provided herein.

The Department of Economic Development Commerce shall not be responsible or liable for errors



or misrepresentation that results on forms of solicitations that are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous. Omissions that result in an incomplete proposal will thus result in the disqualification of the proposal.

#### 1.10 Anticipated Legal Basis

The interpretation of the terms and words included here will be based on actual Industry Standards. These terms include the present and future, singular and plural, masculine, feminine, and neutral, unless the result of interpretation is not adequate.

All proposals must be submitted on, and in accordance with, the forms included in this RFP.

During the evaluation process the Department of Economic Development Commerce reserves the right, where it may serve the agency interests, to request additional information or clarifications from proponents, or to allow corrections or omissions. At the discretion of the Department of Economic Development Commerce, proponents may be requested to make oral presentations as part of the evaluation process. Submission of a proposal indicates acceptance of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted in the contract between the Department of Economic Development Commerce and the selected architectural/ engineering firm.

The contract will be financed in whole or in part with federal grant funds from FEMA’s Public Assistance, under the hazard mitigation grant program mandated by Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). Proponents must be aware that local and federal administrative, civil, and criminal responsibility might result from providing false or misleading information to obtain the contract award.

#### 1.11 The Program for the Project

The Program for the Project is best described in the Inspection Report, provided by the Department of Economic Development Commerce, and shall serve as the basis for the Scope of Construction Works.

The intend of the Department of Economic Development Commerce and the Federal Agencies having jurisdiction is to return the facilities to their pre-disaster conditions and in working order for its use.

#### 1.12 Physical Characteristics of the Existing Facilities

<b>Facility Name</b>	Guaynabo Cibernetico Building
<b>Construction Type</b>	Commercial building (cement)
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>

<b>Facility Description</b>	A former bank building that was totally renovated in 2004 to build the Cybernetic Center Building. It is a 1 story concrete office building with approximately 4500 square feet of office space and 42 parking spaces.
<b>Approx. Year Built</b>	2004
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'39" N 66 06'52" W
<b>Number of Stories</b>	1

<b>Facility</b>	Hato Rey Administrative Building
<b>Construction Type</b>	Commercial building (cement)
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	6 story concrete building, aluminum glass windows with a basement.
<b>Approx. Year Built</b>	1987
<b>Physical Address</b>	Ave. Chardon #159, San Juan PR 00919.
<b>GPS Latitude/Longitude</b>	18.42642, -66.06195
<b>Number of Stories</b>	6

<b>Facility</b>	Mayaguez Administrative Building
<b>Construction Type</b>	Commercial building (cement)
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	One storage concrete, steel beams, metal roof warehouse building.
<b>Approx. Year Built</b>	1980
<b>Physical Address</b>	Ave. Algarobo #210, Suite #3 Mayaguez, PR 00680-6319.
<b>GPS Latitude/Longitude</b>	18.23601, -67.15641
<b>Number of Stories</b>	1

<b>Facility</b>	Ponce Isabel II
<b>Construction Type</b>	Commercial building (cement)
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	Reinforce concrete building with Parking Garage.
<b>Approx. Year Built</b>	1996
<b>Physical Address</b>	#66 Ponce, PR 00731
<b>GPS Latitude/Longitude</b>	18.01289, -66.61267
<b>Number of Stories</b>	4

<b>Facility Name</b>	Centro Mercantil Internacional (CMI)
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	2 story concrete building, serves as administrative offices.
<b>Approx. Year Built</b>	2004
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'32" N 66 07'02" W
<b>Number of Stories</b>	2

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse Phase 1
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 story concrete and metal building, serves as warehouse.

<b>Approx. Year Built</b>	1982
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'30" N 66 06'59" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 1
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 story concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	1985
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'36" N 66 07'01" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 2
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 story concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	1988
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'40" N 66 07'07" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 3
<b>Construction Type</b>	Commercial building (cement) and metal roof.

<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 story concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	1991
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'35" N 66 07'08" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 5
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 story concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	2005
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'34" N 66 07'13" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 6
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 story concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	2011
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'38" N 66 07'18" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 7
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	2010
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'34" N 66 07'16" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 9
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	1992
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'30" N 66 07'04" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 11
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	1993

<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'30" N 66 07'09" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 12
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	1995
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'24" N 66 07'08" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 13
<b>Construction Type</b>	Commercial building (cement) and metal roof.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	2006
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'29" N 66 07'15" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Centro Mercantil Internacional (CMI) – Warehouse 15
<b>Construction Type</b>	Commercial building (cement) and metal roof.

<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 concrete and metal building, serves as warehouse.
<b>Approx. Year Built</b>	2002
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'24" N 66 07'14" W
<b>Number of Stories</b>	1

<b>Facility Name</b>	Multiple Development Warehouse
<b>Construction Type</b>	Commercial building (cement) with high ceilings.
<b>User/Client</b>	<b>Department of Economic Development Commerce</b>
<b>Facility Description</b>	1 story concrete building, serves as warehouse.
<b>Approx. Year Built</b>	1972
<b>Physical Address</b>	Road 165, KM 2.4, Barrio Amelia, Guaynabo.
<b>GPS Latitude/Longitude</b>	18 25'06" N 66 06'42" W
<b>Number of Stories</b>	1

## 2. RFP Purpose and Objectives

### 2.1 RFP Contact Information

The Department of Economic Development Commerce appoints Mrs. Myra Díaz to act as the Authorized Agent, and to manage this Request for Proposals. All communications (during this RFP process, and for submissions) must be addressed, by email, to the following contact:

Myra Díaz

Department of Economic Development Commerce Email:

myra.diaz@ddec.pr.gov

Direct communication with other Department of Economic Development Commerce personnel or consultants during, and with regards to this RFP, is strictly prohibited. Communications to others than the contact provided by the Department of Economic Development Commerce, with regards



to this RFP, will result disqualification and rejection of the offer of the party violating this requirement.

Copy of this RFP and all amendments, response to questions, agenda and changes in the schedule will be notified by the Agency to the email address provided by the proponents. The proponent must exercise due care to be aware of such changes. Any proposal that does not adhere to up-to-date information will be considered non-responsive.

The Department of Economic Development Commerce shall inform the Project Management Firm, in due time, any additional Authorized Personnel – Agents, Officials and Consultants (Professional or Technical) – that will be responsible for reviewing documents and approving processes for The Project.

The objective of this RFP is to select one (1) Proposers to provide program management services. The Proposer chosen shall be determined by the DEDC at its sole discretion. The successful Proposer must be able to demonstrate their knowledge, experience, competencies, and skills related to program management that includes the management and compliance with FEMA and HUD funds guidelines. Successful Proposer should also be able to demonstrate experience in the coordination of complex projects with the management of simultaneous projects and/or sub-contractors.

## 2.2 RFP Timeline

The projected timeline for this RFP is as follows:

Target Date	Event
January 23, 2023	Publication of RFP
January 25, 2023	Professionals interested in participating in this RFP shall provide a reply to the E-mail indicated in <b>Section 2.1</b> confirming their intention to submit a proposal including the main contact information (Full Name, Title, E-Mail, and Phone Number), not later than 4 PM AST
January 30, 2023	Pre-Bid Meeting. This meeting will be compulsory. And will be held on January 23, 2023, at 10:00 at PRIDCO’s Headquarters at 355 Av. Franklin Delano Roosevelt, San Juan, 00918.
February 2, 2023	Deadline to Submit Questions no later than 4:00 PM AST
February 6, 2023	Department of Economic Development Commerce will provide Consolidated Responses to Questions
February 10, 2023	Proposal submission deadline. <b>Proposals must be submitted by February 10, 2023 no later than 4:00pm -.</b> The proposal shall be submitted at the 4 <sup>th</sup> floor, Office of the Secretary of the DDEC located in PRIDCO’s Headquarters at 355 Av. Franklin Delano Roosevelt, San Juan, 00918.

February 14, 2023	Proposal Evaluation
February 17, 2023	Notice of Award (Expected)
February 20, 2023	Contract Negotiation
February 27, 2023	Contract Signing
March 2, 2023	Project Kick-off

This is the expected process and timeline schedule for this RFP. **This timeline is subject to change at the discretion of the Agency.** Changes to the timeline will be submitted on corresponding addenda through electronic email. It is the responsibility of the proponents to periodically review their communication for any changes to this timeline.

Failure to follow the projected timeline for this RFP and its instructions might lead the proponent to be deemed non-responsive and the proponent’s disqualification for the evaluation process.

**Proposals received after due date/ hour will not be accepted.**

The Proponent will be notified, via email or telephone, within twenty-four (24) hours after submission, to confirm receipt of the Proposal & Supporting Documents by the Department of Economic Development Commerce. Proposals received after the due date and time will not be accepted and thus, they will be immediately disqualified without exceptions.

### **3. Scope of Work**

#### 3.1 Scope of Services

The Department seeks proposals from responsible and qualified vendors that have substantial experience in Program Management for disaster recovery or in other large enterprises to develop and manage the Master Plan for DEDC recovery. Proposers should describe years of experience in such matter and qualifications to provide the required services within and throughout the department’s facilities.

#### A. Program Management Services

#### **General Responsibilities of the PMO**

- Develop with DEDC a Master Plan. The chosen Proposer is expected to exchange information with DEDC, and other government agencies indirectly or directly involved in the recovery and maintenance of administrative facilities.
- Assign a Planner/Team to gather GIS information and pertinent data to develop the Master Plan including DEDC vision criteria.
- Provide technical expertise, case studies, and incorporate them to the Master Plan as necessary, given the Master Plan may contain a few categories of facilities in accordance with the type of repair work required and/or reconstruction timeline and type of damage, that must incorporate what is considered Improved and / or Alternate Projects (defined in FEMA terms).
- The MRFP should consider the impact of other natural disasters, and any retrofit or mitigation needed to construct the design guidelines and integrate the disasters conditions for obligations

and funds management guidelines provided by FEMA and COR3.

- Coordinate and complete assessment on all structures in use at the time of the Disasters.
- Develop design schematics for locations as required by DDEC’s Management, except for the Cybernetic Center site, for which A/E consulting RFP has been already issued.
- Integrate broad stakeholders’ input in the Master Recovery Facilities Plan.
- Lead regular meetings as needed with all pertinent regulatory agencies such as and not limited to the COR3, the Puerto Rico Environmental Quality Board (“PREQB”) and the Environmental Protection Agency (“EPA”), FEMA and HUD leadership, as may be requested by DEDC. Take and maintain Meeting Minutes and follow up corresponding actions resulting from these meetings to comply with deadlines agreed.
- Develop monthly updates additional program milestone schedules or 90 Day Plan updates for FEMA and other reports as required by DEDC person in charge.
- Consider the Environmental and Historic preservation (“EHP”) impact of each project. The EHP portion of the analysis specifically impacts the timeline of each project since every scope of work developed must undergo FEMA EHP considerations before any construction takes place to avoid risking any funding.
- Manage the corresponding actions to deliver a later ground for the Hazard Mitigation Program that will come with every scope of work developed and to be submitted to FEMA for new additional funding.
- Develop the guidelines for the detailed project scopes to be incorporated in the design packages for the A/E firm that will be subcontracted in which the hazard mitigation will also be proposed and submitted to FEMA.
- Prepare detailed coordination/supervision plans with A&E Firm to be contracted to work on the Discussion / Design / Document / each Facility Construction Drawings / Permits to accomplish the goals included in the Master Plan and describe actions for compliance/non-compliance including Hazard Mitigation and EHP aspects.
- Continuously assess the development of work under the Master Plan to ensure conformity with project costs, schedule, and performance goals. A list of corresponding actions and completion results per project should be prepared in a format agreed to by DEDC.
- Maintain all tasks performed for each disaster assignments in a separate package properly coded for further Reimbursement process.
- Provide project control duties as specifically described below in support of DEDC and future project controls, including, but not limited to:
  - Develop and maintain a master budget that will guide projections, development plans, and construction decisions.
  - Ensure all Project decisions, including design and construction, will be based on forecast of cost implications and will ensure proper control procedures are developed and implemented.
  - Ensure project decisions are based on comprehensive understanding of all aspects of the Master Plan so that total budget is not exceeded as the recovery work under the Plan is based on a Reimbursement of Funds Program that departs from a Fixed Cost Estimate methodology.
  - Update cost plans, adjust cash flow plans, and reissue any initial financial documents to reflect the corresponding variations to maintain an updated estimate of the final cost of the project and of the future cash flow needs.

- Implement budget controls that include development of initial project budgets with respective project and that can be integrated with the Grants Managers portion of the Program which will have its document organization and retention, in accordance with DEDC’s and FEMA standards, within the agreed program management electronic platform. All relevant project data (standards, guidelines, procedures, drawings, contracts, purchase orders, etc.) and grants data will be saved digitally – each project having a standard folder structure.
- Review the applications for payment submitted by the architect, engineers, PMs, contractors, vendors, etc., and provide recommendations for revisions and/or payment.

#### **4. General Instructions to the Proponent**

The evaluation and selection of the Project Management Firm and the contract will be based on the information provided in the submitted proposal. All proponents must complete all sections and items included in this RFP. Failure to comply with all items included in this RFP and its format may disqualify the proposal.

Proponents are solely responsible for the accuracy of the information provided in their proposal and must avoid including marketing and similar material additional to the information requested in this RFP.

The proposal submitted by proponents shall be valid and open for acceptance during **ninety (90)** days after it was presented to the Agency.

Failure to follow RFP instructions may consider the proposal non-responsive and disqualified for the evaluation process. Failure to follow submittal instructions may be considered as incomplete, resulting in disqualification from the review process.

#### **5. Proposal Evaluation Criteria, Scoring & Methodology**

Each proposal meeting all submission requirements will be independently evaluated and assigned a score for each evaluation criteria up to the maximum points as described in the following chart. The points may be weighted by their importance to the Agency’s needs. The proponent must submit evidence of documents meeting the criteria. The lowest offer in price will receive the maximum points for price; the price points for the other proponents will be proportional to the price offered against the lowest priced.

<b>Category</b>	<b>Points</b>
Project Approach and Methodology including Project Management (Refer to Section 7.3)	25
Proponent’s Qualifications and Experience (Refer to Section 7.3)	30

Professional Fees (Refer to Section 7.3)	20
References (Refer to Section 7.2)	25
Agreement to comply with all documents Required (Refer to Section 9)	Pass or Fail
Agreement to comply with Act 173, August 12,1988 (Refer to Section 3.1)	Pass or Fail
Agreement to comply with Suspension & Debarment (as requiresby 2 CFR 180.995).	Pass or Fail
<b>Total</b>	<b>100</b>

**Pass/Fail Items:** These items are not scored and represent requirements proponents must demonstrate/comply to be considered for award.

The successful proponent shall provide the services using the Contract in accordance with the specifications and technical requirements as provided in this RFP.

There are two (2) types of categories addressed in this section:

- **Mandatory (pass/fail) Requirements:** A Proponent must be able to satisfy all these requirements to be deemed a Responsible Proponent.
- **Scored Mandatory Technical Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in this section.

#### 5.1 Process for Evaluations of Proposals

Individuals and firms/ organizations interested in responding to this RFP shall examine this document thoroughly and familiarize themselves with any applicable Federal and State Laws, regulations, and Professional Standards of Care governing Professional Services.

#### 5.2 Evaluation of Proposals

Proposals complying with all requirements will be evaluated by an appointed Evaluation Committee, according to requirements and scoring mentioned in previous sections.

Proposals that fail to comply with requirements will not be reviewed or rated. Attempts to contact or influence selection process will result in disqualification.

To be evaluated, proposals must:

- (a) Be complete. Incomplete proposals and/or partial submissions will be disqualified and thus not evaluated.

- (b) Be received by the due date/ time.
- (c) Meet proposal style requirements.
- (d) Follow proposal format.
- (e) Submit Professional Fees using the Fees Schedule Form, Attachment A.

### 5.3 Direct Negotiations

The Department of Economic Development and Commerce may select one or more proponents to be invited to one or more meetings to start negotiations. The purpose of any such meeting will be to clarify any doubts as to the requirements of the RFP and to confirm that the terms of the Contract are understood by proponents to ensure compliance with the specifications. No statement made, or action taken by the Department of Economic Development and Commerce during these discussions or negotiations shall bind the agency in any manner.

After each interview or meeting with a proponent, the Evaluation Committee may require the proponent to submit a written confirmation of any clarification of the Proposal discussed at the meeting. The Department of Economic Development and Commerce will keep confidential all such discussions and negotiations. Prior to the Award of the RFP, information related to a Proposal, or its evaluation will not be discussed with anyone other than the proponent who submitted it and the personnel involved in the evaluation and selection process.

### 5.4 No Obligation to Contract

This RFP does not oblige the Government of Puerto Rico or the Department of Economic Development and Commerce to execute the Contract.

### 5.5 Full Acceptance and conditions

By submitting a Proposal in response to this RFP, Proponents agrees to follow and abide by the procedures, terms, conditions, and instructions set forth herein.

### 5.6 Notification to proponents

The award of this RFP will be made on a “best value” basis from proposals that comply with all requirements. The Department of Economic Development and Commerce reserves the right to award the contract to other than the lowest priced offeror. The Successful Proponent as well as the ones not selected will be notified **via email and certified mail**.

### 5.7 Judicial Review

Any proponent adversely affected by a decision made by the Department of Economic Development and Commerce in connection with the selection and award procedures provided in this RFP may submit a request for reconsideration to the Department of Economic Development and Commerce Adjudicative Board in accordance with the Uniform Administrative Procedure Act, Law No. 38 of June 30, 2017, as amended, and the Department of Economic Development and Commerce regulations, within twenty (20) days from the award notification date, to the following email **Jamille.Muriente@ddec.pr.gov**.

A request for reconsideration, as well as any other petition for review, must be in writing and clearly identify the name and address of the requesting party, contain a detailed and accurate statement of the grounds for the request, including copies of all relevant documents, and specify the relief requested.

A request for reconsideration or other petition for review that fails to comply with the time limits or procedures stated above or otherwise provided in the Department of Economic Development and Commerce regulations may be dismissed or denied without further consideration.

If the agency fails to act on the motion for reconsideration within thirty (30) days of the filing thereof, it shall be understood that the motion was denied outright and the term for judicial review shall begin to elapse from said date. The agency may extend this term once by an additional fifteen (15) day period.

**Judicial Review.** The proponent adversely affected by an agency’s final decision on reconsideration may file a petition for judicial review in accordance with the Uniform Administrative Procedure Act, Law No. 38 of June 30, 2017, as amended, before the Court of Appeals, within a term of twenty (20) days from the date a copy of the notice of the final resolution or order was filed in the record of the agency or from the term of twenty days from the expiration of the thirty (30) day period within which the agency must act upon the request for reconsideration or from the time extended by the agency, if applicable.

The party shall notify the agency and all other parties of the filing of the petition for review within the term established to request such review. The notice may be served by mail. Provided, that if the date on which the copy of the notice of adjudication is filed in the records of the agency differs from the mailing date of said notice, the term shall be calculated from the mailing date.

## **6. Detail Proposal Submittal**

### **6.1 General Guidelines**

Proposals shall use the format specified in this RFP document. Failure to use the format will lead to disqualification from the RFP. The Department of Economic Development and Commerce reserves the right to disqualify the proposal if the requirements are modified or fail to comply with each of the requirements.

Proponents must follow the outline defined as part of this RFP document. If the format provided by vendor when the proposals are submitted does not follow the RFP structure requested in this RFP document, the Agency may disqualify the vendor from the RFP evaluation process.

Electronic copies must be submitted in Adobe PDF format. In the subject of the email, please add the following: Vendor Name **Project Management Professional Services**.

Request for Proposal for Project Management Professional Services.

Electronic proposals shall be submitted electronically to the Department of Economic Development and Commerce Authorized Agent, see **Section 1.14**.

## 6.2 Proposal's Format

Proposals must follow this order:

### i. Cover Letter (Introduction)

The cover letter must include a certification that the information submitted, and the Qualifications Statements and Responses are true and accurate, and that the professional signing the cover letter is authorized to submit the Qualifications Statements and Responses on behalf of the proponents.

The Cover Letter must include:

- a) Name of the Licensed Professional, type of company (i.e., Sole Proprietorship, Professional Corporation, Limited Liability Company, Limited Liability Partnership, etc.).
- b) Date and place of incorporation or organization (if applicable).
- c) Telephone and street and mailing addresses of the Proponent.
- d) A brief overview of the Proponent.
- e) A brief statement of the proponent's understanding of the Scope of Professional Services for the Project.
- f) Name, title, telephone, and email of an Authorized Agent (or Agents, in case of multiple Authorized Agents) and indicate who will be the primary contact. It shall indicate, also, the names of all corporate officers. **The Authorized Agent, if any, shall be equally a Licensed Professional, able to provide all necessary credentials.**
- g) Unique Identification number, System for Award Management (SAM) Registration (active) and CAGE code.
- h) Proponent must include the following signed certifications:
  1. Copy of the Professional Services Provider Certificate "Registro de Proveedores de Servicios Profesionales" RUP Certificate (See Attachment B)
  2. Lobbying Certifications for Contracts, Grants, Loans and Cooperative Agreements (See Attachment C);



3. Sworn Affidavits (See Attachments E-E3);
  4. Limited Denial of Participation/ Suspension or Debarment Status, Legal Issues, and Conflicts Affidavit (See Attachment F);
  5. Non-collusive Affidavit (See Attachment G);
  6. Insurance Requirements (See Attachment H); and
  7. Audited Financial Statements (See Attachment I) Any other information that the Proponent feels appropriate; and
- i) Corporate Resolution certifying the name of the Authorized Agent is authorized to ‘act’ on behalf of the Proponent submitting the RFP proposal. Proponent’s representative shall sign all documents.

**ii. Experience**

Detailed description of similar projects, involving design, construction, and commercial or residential buildings with satisfactory performance, including:

- a) List of minimum of five (5) similar recent projects and description that demonstrate experience of the firm/ individual in this type of projects. Highlight experience with FEMA Sections 404, 406 and 428 projects.
- b) Project description, total cost, and design phase completion time.
- c) Project’s previously performed for the Department of Economic Development and Commerce contact information and project name.

**iii. Qualifications and References**

Provide a description and history of the firm focusing on previous Federal and State Public Assistance (PA) program experience and applicability of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Federal

Regulations (including 44 CFR 206 and the standards at 2 CFR 200). The qualifications of the firm’s team members must include, at minimum, the following:

- a) Extensive knowledge, experience, and technical competence in dealing with Federal regulations, including but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- b) Relevant experience performing all responsibilities listed under the Scope of

Work section of this RFP.

- c) Experience in the Hazard Mitigation Grant Program Sections 404 & 406.
- d) Bilingual personnel.
- e) Professional staff's qualifications and expertise; including the ones responsible for technical studies preparation. Proponents must submit a list of the names, years of experience, specialty, professional license number (if applicable) and project's role; and relevant project experience of the proposed Project Management Team that would be assigned to the Project.
- f) Proponents shall submit resumés and a copy of architectural and engineering license of Key Personnel to demonstrate evidence of relevant qualifications and experience necessary according to the Scope of this RFP. Proponent Project Manager must be identified. This Key Personnel can be a lead architect or engineer associated to this project.
- g) Proponents must submit at least three (3) reference letters from previous or current clients.

### 6.3 Proponent's Minimum Qualifications and Experience

The Proponent must show experience in the Design, Administration, Inspection and Management of similar projects, for institutional and commercial facilities.

The Proponent must not be on the "Unacceptable Risk Determination" list of the Department of HUD.

To be considered for award, a proponent must provide evidence of their experience in similar projects:

- a) Submit list of similar projects and description that demonstrate experience of your firm/ individual in this type of projects.
- b) Submit key personal qualifications.
- c) Provide evidence of compliance with all requirements by law to operate in Puerto Rico and to contract with the Government of Puerto Rico.

The proponent shall provide information regarding their firm/ organization so the Agency can evaluate the proponent's ability to provide the services requested herein. At its discretion, the Agency may require the proponent to provide additional information and clarify information.

The proponent shall submit CV/ resumes of Key Personnel to demonstrate evidence of relevant qualifications and experience necessary according to the Scope of this RFP.

**i. Understanding of the Project and Requested Services**

A narrative description of the proponent’s overall understanding of the requirements, goals, and expectations of the Agency to allow for project execution. Proponent’s approach to execute the services in compliance with the RFP, to implement quality control and quality assurance procedures, identification of areas of improvements and challenges. If areas of improvement are identified, identify and explain them. Responsible persons for quality control and quality assurance must be identified.

**ii. Professional Services – Fees and Allowable Expenditures**

Please refer to **Attachment A – Fees Schedule Form**, to itemize your proposed Professional Fees.

All hourly rates shall include overhead and proponent’s profit. No travel or other expense or expenditures will be paid by the Agency. The Agency will not reimburse cost related to office materials, scanners, postal stamps, messengers, fax transmissions, telephone calls or similarly costs.

**iii. Commitment to Comply with all Applicable Federal and State (Local)**

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

**iv. Required Documentation**

Submission of required documentation. Proponent must submit documentation completed in all its parts. Failure to submit all required documentation completed in all its parts will be cause for disqualification. No later opportunity will be provided to submit the information for evaluation. For more information, please refer to **Section 9** Required Compliance Documents.

**v. (Pass or Fail) Act 164, December 16, 2009; Act 173, August 12,1988.**

Proponents that fail this requirement will be disqualified.

**vi. (Pass or Fail) Suspension & Debarment (as requires by 2 CFR 180.995).**

Proponents that fail this requirement will be disqualified.

The content of the proposal must strictly follow the order of the evaluation criteria described below and the supporting evidence must be included as attachments.

- a) All pages of the original Proposal must be sequentially numbered, including those pages that are intentionally left blank, if any.
- b) Proposals can be written in either English or Spanish language.

#### 6.4 Financial Capacity

Proponents must present audited financial statement for the previous three (3) years, including Profit & Loss and Balance Sheets.

The proponents must demonstrate the firm's financial ability to cover the cost of the firm's expenses based on a 30 and 60-day billing cycle.

### 7. General Federal Grant Requirements

#### 7.1 FEMA General provision

Given the contract involves federal funds for which FEMA is the federal oversight agency; the selected proponent agrees to comply with all the requirements and FEMA General Provisions.

For any contract resulting from this Request for Proposal, compliance with FEMA 2 CFR Part 200 et. al." will be required. Links are listed below:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

<https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

The Department of Economic Development and Commerce recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women Owned Business Enterprises (MBE/WBE's), and the employment of minority group members and women in the performance of the contracts, according to the regulations set forth in the 2 CFR §200.321. The Agency shall provide a preference of no more than five (5) points in the evaluation criteria of the method of rating.

The proponent acknowledges that the contract to be awarded will include as a minimum the scope of work here stipulated. The proponent understands and agrees that all applicable local and federal contract provisions will be included in any contract with the Department of Economic Development and Commerce, including, but not limited to, provisions found at 2 CFR 200.321, 2 CFR 200.322, 2 CFR 200.326, 2 CFR 200.327 and Appendix II to Part 200.

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

Contractors who apply or Request for Proposal 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 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 up to the recipient. Certification is included as **Attachment C - Byrd Anti Lobbying**

### 7.3 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 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 CFR Part 200 is required.

### 7.4 Small and Minority-Owned Business, Women’s Business Enterprises, and Labor Surplus Forms

The Agency encourages respondents to engage local subcontractors, professional and relevant services providers headquartered in Puerto Rico (“Local Parties”), including small business and businesses owned by women, as Team Members and Key Individuals to the greatest extent possible. Respondents are strongly encouraged as part of this RFP to provide descriptions of their current or anticipated business arrangements with Local Parties and Local Parties who are Team Members and Key Individuals for the Projects, as applicable.

### 7.5 Method of Payment

Payments will be rendered based on completed and approved milestones, defined per the implementation plan. Each invoice presented by the Project Management Firm must be accompanied with the appropriated support and approval of the Department of Economic Development and Commerce Project Manager.

Implementation services will be accepted and paid on non-exceed basis only based on the deliverable completion. Payments will be subjected to withholding of Puerto Rico local taxes.

All Invoices for Professional Services presented to the Company must contain the following federal clause:

*We certify under penalty of nullity that no public servant (of the Government of Puerto Rico nor the Department of Economic Development and Commerce) will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the (agency that issues the purchase order). The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received in respect thereof.*

### 7.6 Intellectual Property

All documentation including data, analysis, programs, and files developed as part of the contractual requirements shall be the property of the Department of Economic Development and Commerce.

### 7.7 Termination or Suspension

The Department of Economic Development and Commerce reserves the right to terminate the professional services contract for cause upon the failure of the proponent to comply with the terms or conditions of the contract at any time by giving the proponent thirty (30) days' written notice. The Department of Economic Development and Commerce could also terminate the contract for convenience by giving the proponent thirty (30) days' written notice or negotiating with the proponent an effective termination or suspension date. Proponent shall be entitled to payments for effort already completed if those have been approved by the Department of Economic Development and Commerce.

### 7.8 Changes or Alterations to this RFP

The Department of Economic Development and Commerce reserves the right to change or amend the RFP documents at anytime. Further, the Department of Economic Development and Commerce reserves the right to cancel and reissue this RFP.

## 8. Required Compliance Documents

The proponent must comply with all RFP requirements and provide the required documentation which means that the proponent is responsive for the Proposal to be considered for evaluation. Required documents for Proposals are detailed in the Proposal Checklist.

The following are Attachments included in the RFP Documents which must be submitted with Proposals:

- Attachment A Cost Schedule Form.
- Attachment B “Registro Único de Proveedores de Servicios Profesionales” RUP Certificate.
- Attachment C Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements.
- Attachment D Acknowledge of Receipt of Addenda Form
- Attachment E 1-3 – “Declaración (Sworn Statement) Ley 2-2018 as amended.
- Attachment F Limited Denial of Participation (LDP) / Suspension or Debarment Status, Legal Issues, and Conflicts Affidavit.
- Attachment G Non-Collusive Affidavit
- Attachment H Insurance Requirements
- Attachment I Audited Financial Statements
- Attachment J Applicable Federal Terms and Conditions
- Attachment K Checklist

8.1 Attachment A

**Cost Schedule Form**

Based on our knowledge and experience working on FEMA projects, provide an estimate of working hours needed to provide your services. The rate per hour shall include the cost of doing business, travel expenses, overhead; holiday and vacation pay for each individual, insurance, communication, and other known or necessary costs. for the Project Management for FEMA Projects – Category E – Permanent Works:

ITEM	RESOURCE TYPE (ROLE)	TASK DESCRIPTION/DELIVERABLE	TOTAL HOURS	COST PER HOUR	TOTAL COST
				<b>TOTAL</b>	

*Cost estimate must identify personnel, title description, hourly rate, and maximum amount of hours per month. Overtime payment will not be considered as part of the services included. Take in consideration that services may be rendered directly at the central offices of the Department of Economic Development and Commerce.*

\_\_\_\_\_  
 Proponent Name

\_\_\_\_\_  
 Proponent Authorized Signature (If Corporation, signed and sealed)

\_\_\_\_\_  
 Date

8.2 Attachment B

RUP CERTIFICATE

(TO BE PROVIDED BY THE PROPONENT)



8.3 Attachment C

***LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS***

The undersigned certifies, to the best of his or her 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 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 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 Proponent understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proponent’s Authorize Official (If Corporation, signed and sealed)

\_\_\_\_\_  
Name and Title of Proponent’s Authorized Official Date

8.4 Attachment D

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The Proponent hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her Request for Proposals, all requirements in the following Addenda to this Request for Proposal/Proposal/Contract:

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

<input type="checkbox"/> <b>NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL.</b>
<b>ACKNOWLEDGEMENT:</b>
<b>Proponent’s Authorized Officer Signature</b>

**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.**

8.5 Attachment E

**ANEJO CORPORACIONES**

**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), \_\_\_\_\_ (puesto que ocupa en la corporación) de la corporación \_\_\_\_\_ (nombre de la corporación, según certificado de incorporación), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la corporación \_\_\_\_\_.
4. La dirección física de la corporación es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. La Ley Núm. 2 de 2018, conocida como Código Anti Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona natural o jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1- 2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;

- o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;
  - aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes;
  - nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
6. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la corporación \_\_\_\_\_, así como tampoco la corporación hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
7. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
8. Hago la presente declaración jurada para los fines legales correspondientes.
9. Lo que he declarado es la verdad y nada más que la verdad.
10. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico,  
hoy, \_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes  
indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante \_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.1 Attachment E-1

**ANEJO INDIVIDUO**  
**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. La Ley Núm. 2 de 2018, conocida como Código Anti Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona naturalo jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1- 2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;

- y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;
  - aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes;
  - nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
4. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que no he sido, acusado, convicto, ni me he declarado culpable de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estoy bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
5. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
6. Hago la presente declaración jurada para los fines legales correspondientes.
7. Lo que he declarado es la verdad y nada más que la verdad. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.2 Attachment E-2

**ANEJO COMPAÑÍA DE RESPONSABILIDAD LIMITADA**

**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, \_\_\_\_\_ (estado civil), \_\_\_\_\_ (profesión), \_\_\_\_\_ (puesto que ocupa en la \_\_\_\_\_ LLC) de la \_\_\_\_\_ Compañía de Responsabilidad Limitada \_\_\_\_\_ (nombre de la LLC, según certificado de organización), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitios en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la Compañía de Responsabilidad Limitada \_\_\_\_\_.
4. La dirección física de la compañía es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. La Ley Núm. 2 de 2018, conocida como Código Anti Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona natural o jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1- 2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;
  - l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;



- n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;
  - aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes;
  - nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
6. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la compañía \_\_\_\_\_, así como tampoco la compañía hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
7. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
8. Hago la presente declaración jurada para los fines legales correspondientes.
9. Lo que he declarado es la verdad y nada más que la verdad.
10. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico,  
hoy, \_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes  
indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_ de \_\_\_\_\_ de 20\_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.5.3 Attachment E-3

**ANEJO SOCIEDADES**

**DECLARACION JURADA**

Yo, \_\_\_\_\_ (nombre de pila, incluyendo dos apellidos), mayor de edad, (estado civil), (profesión), (puesto que ocupa en la sociedad) de la sociedad \_\_\_\_\_ (**nombre de la sociedad, según documento constitución de sociedad**), y vecino de \_\_\_\_\_, Puerto Rico, bajo el más formal juramento DECLARO:

1. Mis circunstancias personales son las antes mencionadas.
2. Mi domicilio y residencia están sitos en la \_\_\_\_\_.
3. Ocupo el cargo de \_\_\_\_\_ de la sociedad \_\_\_\_\_.
4. La dirección física de la sociedad es \_\_\_\_\_ y la dirección postal es \_\_\_\_\_.
5. La Ley Núm. 2 de 2018, conocida como Código Anti-Corrupción para el Nuevo Puerto Rico, establece una prohibición de contratar con el Gobierno de Puerto Rico, a toda persona natural o jurídica que haya sido convicta por: infracción a los Artículos 4.2, 4.3 o 5.7 de la Ley 1-2012, conocida como “Ley Orgánica de la Oficina de Ética Gubernamental”, por infracción a alguno de los delitos graves contra el ejercicio del cargo público o contra los fondos públicos de los contenidos en los Artículos 250 al 266 de la Ley 146-2012, según enmendada, conocida como “Código Penal de Puerto Rico”, por cualquiera de los delitos tipificados en la Ley 2-2018 o por cualquier otro delito grave que involucre el mal uso de los fondos o propiedad pública, incluyendo pero sin limitarse a los siguientes delitos:
  - a. apropiación ilegal agravada, en todas sus modalidades;
  - b. extorsión,
  - c. sabotaje de servicios públicos esenciales;
  - d. falsificación de documentos;
  - e. fraude;
  - f. fraude por medio informático;
  - g. fraude en las construcciones;
  - h. uso, posesión o traspaso fraudulento de tarjetas con bandas electrónicas;
  - i. enriquecimiento ilícito;
  - j. enriquecimiento ilícito de funcionario público;
  - k. enriquecimiento injustificado;

- l. aprovechamiento ilícito de trabajos o servicios públicos;
  - m. intervención indebida en las operaciones gubernamentales;
  - n. negociación incompatible con el ejercicio de cargo público;
  - o. alteración o mutilación de propiedad;
  - p. certificaciones falsas;
  - q. soborno;
  - r. oferta de soborno;
  - s. influencia indebida;
  - t. malversación de fondos públicos;
  - u. lavado de dinero;
  - v. daño agravado;
  - w. retención de propiedad;
  - x. alteración o mutilación de propiedad;
  - y. archivo de documentos o datos falsos;
  - z. posesión y uso ilegal de información, recibos, y comprobante de pago de contribuciones;
  - aa. compra y venta ilegal de bienes en pago de contribuciones;
  - bb. presentación de escritos falsos;
  - cc. posesión ilegal de recibo de contribuciones;
  - dd. falsificación de asientos en registros;
  - ee. falsificación de sellos;
  - ff. falsedad ideológica;
  - gg. falsificación de licencia, certificado y otra documentación;
  - hh. falsificación en el ejercicio de profesiones u ocupaciones;
  - ii. posesión y traspaso de documentos falsos;
  - jj. posesión de instrumentos para falsificación;
  - kk. preparación de escritos falsos;
  - ll. omisión en el cumplimiento del deber;
  - mm. venta ilegal de bienes; nn. incumplimiento del deber;
  - oo. negligencia en el cumplimiento del deber;
  - pp. usurpación de cargo público;
  - qq. impedir la inspección de libros y documentos.
6. A los efectos de cumplir con lo antes dispuesto, CERTIFICO que yo, ni en mi capacidad personal ni en calidad de \_\_\_\_\_ de la sociedad \_\_\_\_\_, así como tampoco la sociedad hemos sido acusados, convictos, o nos hemos declarado culpables de ninguno de los delitos antes enumerados, en Puerto Rico, los Estados Unidos de América ni ningún otro País, bajo ningún procedimiento legislativo, judicial o administrativo. Tampoco estamos bajo investigación administrativa, judicial o legislativa por algún delito mencionado en la presente declaración.
7. Juro y suscribo la presente declaración jurada sin el ánimo de defraudar, sino con el propósito de que las autoridades pertinentes tomen conocimiento de los hechos antes consignados.
8. Hago la presente declaración jurada para los fines legales correspondientes.
9. Lo que he declarado es la verdad y nada más que la verdad.
10. Presto esta declaración libre y voluntariamente.

PARA QUE ASÍ CONSTE, firmo la presente en la ciudad de \_\_\_\_\_, Puerto Rico, hoy, \_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_.

\_\_\_\_\_  
Nombre

AFIDAVIT NÚM. \_\_\_\_\_

Jurado y suscrito ante mí, por \_\_\_\_\_ de las circunstancias antes indicadas y a quien conozco personalmente o a quien por no conocer doy fe de haber identificado mediante\_.

En \_\_\_\_\_, Puerto Rico, a \_\_\_\_ de \_\_\_\_\_ de 20 \_\_\_\_.

\_\_\_\_\_  
NOTARIO PÚBLICO

9.6 Attachment F

**LIMITED DENIAL OF PARTICIPATION (LDP)/SUSPENSION OR  
DEBARMENT STATUS, LEGAL ISSUES, AND CONFLICTS  
AFFIDAVIT**

By signing this Certification, the Proposer certifies to the best of its knowledge and belief that the firm, business, or person submitting the proposal:

- a. has not been LDP, suspended, debarred, or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing this Certification without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or cancellation of a contract. The Department of Economic Development and Commerce also may exercise any other remedy available by law.
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Government of Puerto Rico or local) transaction or contract under a public transaction; violation of Federal or Government of Puerto Rico antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, Government of Puerto Rico 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.
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, Government of Puerto Rico or local) terminated for cause or default.
- e. has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or state law and regulations.

The firm must provide a list of any other current or prior consulting contracts that the firm has/had with the Department of Economic Development and Commerce 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.

In \_\_\_\_\_, this      day of \_\_\_\_\_ of 20

\_\_\_\_\_  
(Name of Firm)

**By:**

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

\_\_\_\_\_  
(Position)

Affidavit No. \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20      , by \_\_\_\_\_ of legal  
age, \_\_\_\_\_ (civil status), \_\_\_\_\_ (occupation) and  
resident of \_\_\_\_\_, \_\_\_\_\_, in RFP his/her capacity as  
\_\_\_\_\_ of Proposer, who I personally known or have  
identified by his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary

9.7 Attachment G

NON-COLLUSIVE AFFIDAVIT

, being first duly sworn, deposes and says:

\_\_\_\_\_

That he is \_\_\_\_\_ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any matter directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of the affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Municipality of \_\_\_ or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
(Name of Firm)

**By:**

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Printed Name of Proposer)

\_\_\_\_\_  
(Position)



Affidavit No: \_\_\_\_\_

Subscribed and sworn to before me in the city of \_\_\_\_\_, \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of  
legal age, \_\_\_\_\_ (civil status), \_\_\_\_\_  
(occupation) and resident of \_\_\_\_\_, \_\_\_\_\_, in his/her capacity as  
\_\_\_\_\_ of Proponent. Who I personally known or have identified by  
his/her \_\_\_\_\_.

\_\_\_\_\_  
Public Notary

## 9.8 Attachment H

### INSURANCE REQUIREMENTS

With the exception of Professional Liability and Workers Compensation/Employer's Liability policies, a Certificate of Insurance, including the "Departamento de Desarrollo Económico y Comercio de Puerto Rico/ Gobierno de Puerto Rico – Oficina de Seguros y Riesgos" as additional insured will be required at time of award of contract. The Proponent must provide insurance against accidents and loss to manage any risk inherent in completing the projects as outlined in 40 CFR 35.6590 (a) and (b). The Certificate of Insurance must list the type of insurance coverage and limits acceptable to the PRDOF, which include:

- a. Professional Liability Insurance coverage of a least \$1,000,000 per claim and \$2,000,000 general aggregate.
- b. General Liability coverage of \$1,000,000 personal and advertising injury; \$2,000,000 products completed operations, \$2,000,000 general aggregate, \$50,000 Damaged to Rented Premises, \$5,000 medical expense.
- c. Auto Liability of \$1,000,000 per accident combined single limit.
- d. Excess/Umbrella Liability of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

The Proponent must also furnish proof that it maintains Workers Compensation, Employer's Liability and Disability Benefits coverage of statutory limits.

9.9 Attachment I

AUDITED FINANTIAL STATEMENTS

(To be provided by Proponent)

## 9.10 Attachment J

### APPLICABLE FEDERAL TERMS AND CONDITIONS

#### 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 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. Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.
- b. Applicability: This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

#### 2. Termination for Cause and Convenience.

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

#### 3. Equal Employment Opportunity.

- a. Standard. Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.
- b. Applicability. This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”
- c. Key Definitions.

- (1) 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.
  - (2) 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.
  - (3) Contract: The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted contract or subcontract."
  - (4) Additional definitions pertaining to this contract provision can be found at 1 C.F.R. § 60-1.3.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, GPR that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the

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

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Respondent. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or Respondent 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."

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund

occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.”

4. Davis Bacon Act

- a. Standard. This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor’s wage determination. Additionally, contractors are required to pay wages at least once per week.<sup>8</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.
- b. Applicability. When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program’s authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.
- c. Additional Requirements. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

5. Copeland Anti-Kickback Act

- a. Standard. The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.<sup>24</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the Davis-Bacon Act’s minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.
- b. Applicability. For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,<sup>26</sup> NFEs must include a provision in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act.<sup>27</sup> This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.<sup>28</sup> In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement



programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

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

- Include a provision for compliance with the Copeland “Anti-Kickback” Act.<sup>29</sup> According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland “Anti-Kickback” Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.<sup>30</sup> Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act with language suggested below.
- The Copeland “Anti-Kickback Act” prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland “Anti-Kickback Act” to FEMA.<sup>31</sup>
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week’s payroll period to each employee covered by the “Copeland Anti-Kickback” Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period’s payment date.
- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.

d. The following provides a sample contract clause: "Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and 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."

6. Contract Work Hours and Safety Standards Act.

- a. Standard. Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.
- b. Applicability: This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Additional Requirements. If applicable per the standard described above, the nonfederal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.
- d. For the required contract provisions, the language from 29 C.F.R. § 5.5(b)(1-4) is provided here:

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor 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 \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (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."

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

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

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement.

- a. Standard. This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.
- b. Applicability. This provision does not apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.
- c. Key Definitions. Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) 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."

8. Clean Air Act and the Federal Water Pollution Control Act.

- a. Standard. For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act<sup>40</sup> and the Federal Water Pollution Control Act.<sup>41</sup> Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- b. Applicability. This contract provision is required for all procurements over \$150,000.
- c. The following provides a sample contract clause concerning compliance for contracts of amounts 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 GPR agency or local or Indian tribal government) and understands and agrees that the (name of the GPR agency or local or Indian tribal government) will, in 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 \$150,000 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.

- (2) The contractor agrees to report each violation to the (name of the GPR agency or local or Indian tribal government) and understands and agrees that the (name of the GPR agency or local or Indian tribal government) will, in 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 \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

9. Debarment and Suspension.

- a. Standard. NFEs contractors and subcontractors are subject to debarment and suspension regulations.<sup>43</sup> Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.
- b. Applicability. The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. NFEs, even for procurements under \$25,000, must also comply with the regulation requiring nonstate entities to only award contracts to responsible vendors.
- c. Additional Requirements. The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.<sup>48</sup> SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).

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

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

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

d. 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 purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of GPR agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment.

- a. Standard. NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.

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

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

- b. Applicability. The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

- c. 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 who in turn will forward the certification(s) to the federal awarding agency.

- d. Required Certification Language. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

#### **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 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 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 such 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"

11. Procurement of Recovered Materials.

- a. Standard. An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act. Applicable NFEs must include a contract provision requiring compliance with this requirement. This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.
- b. Applicability. This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.
- c. Additional Requirements.  
The requirements include:
  - Procuring only items designated in EPA guidelines that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the number of items purchased in the preceding fiscal year was greater than \$10,000;
  - Procuring solid waste management services in a way 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 a sample contract clause:

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.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.html>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a. Standard. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- b. Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. FEMA strongly encourages the use of this contract clause for any contracts where FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

- c. Suggested Language. The following provides a sample contract clause: “Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

Services (Interim), as used in this clause— (b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunication equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract

performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

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

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

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

### 13. Domestic Preferences for Procurements.

- a. Standard. As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
- b. Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.
- c. Suggested Language. The following provides a sample contract clause: “Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the

United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

Additional FEMA Requirements.: The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

14. Changes.

- a. Standard. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.
- b. Applicability. FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The NFE should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

15. Access to Records.

NFEs and their contractors and subcontractors must give the Department of Homeland Security (DHS) and FEMA access to records associated with their awards during the federally required record retention period and as long as the records are retained. All parties agree to comply with DHS provisions about accessing people, places, and things related to the federal financial award as necessary or as required by DHS regulations or other applicable laws and policies. Additionally, for contracts entered into after August 1, 2017, under a major disaster or emergency declaration under Titles IV or V of the Robert T. Stafford Disaster Relief Act, FEMA is prohibited from funding any contracts that prevent audits or internal reviews by the FEMA Administrator or Comptroller General.

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

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

- (1) The contractor agrees to provide (insert name of GPR 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 representatives access to any books, documents, papers, and records of the

Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (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 representatives access to construction or other work sites pertaining to the work being completed under the contract."

- b. Additional Suggested Language Applicable to Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration The following provides a sample contract clause:

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. DHS Seal, Logo, and Flags.

- a. Standard. Recipients must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.
- b. Applicability. FEMA recommends that all NFEs include in their contracts a statement that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA's pre- approval.
- c. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The 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. The contractor shall include this provision in any subcontracts."

17. Compliance with Federal Law, Regulations, and Executive Orders.

- a. Standard. The NFEs and its contractors are required to comply with all federal laws, regulations, and executive orders. Additionally, recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- b. Applicability. FEMA recommends that all NFEs include in their contracts a statement acknowledging that FEMA funding will be used in the contract, as well as a requirement that contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- c. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

18. No Obligation by Federal Government.

- a. Standard. FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.
- b. Applicability. FEMA recommends that the NFE include a statement in its contract that the federal government is not a party to the contract and, thus, is not subject to any obligations or liabilities to any party resulting from the contract.
- c. 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."

19. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. Standard. NFEs must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government. As a part of the contract with a NFE, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements,<sup>72</sup> applies to their actions under their contract.
- b. Applicability. FEMA recommends that contracts include a provision prohibiting making false or fraudulent claims to the federal government.
- c. 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 Statements) applies to the contractor's actions pertaining to this contract".

20. Affirmative Socioeconomic Steps.

- a. Standard. For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps,<sup>74</sup> For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement only applies to non-state entities.
- b. Applicability. FEMA recommends that applicable NFEs include in their contracts a statement requiring prime contractors, if subcontracts are to be let, to take the required affirmative socioeconomic steps.

- c. Suggested Language. The following provides a sample contract clause: “If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.”

## 21. Copyright and Data Rights.

- a. Standard. An NFE is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency “a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so.” 2 C.F.R. § 200.315(d) provides to the federal government the rights to “obtain, reproduce, publish, or otherwise use” data produced under a federal award and to authorize others to do the same.
- b. Applicability. When an NFE enters into a contract requiring a contractor or subcontractor to produce copyrightable subject matter and/or data for the NFE under the award, the NFE should include appropriate copyright and data licenses to meet its obligations under 2 C.F.R. § 200.315(b) and (d), respectively. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.
- c. Suggested Language. The following provides a sample contract clause: “License and Delivery of Works Subject to Copyright and Data Rights” The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).”

9.11 Attachment K

**CHECKLIST**

Instructions: Please complete this check list to assure submission of individual items. Use this list prior to binding and submission. Proponent shall initiate on the left side of each item confirming its inclusion in the REQUEST FOR PROPOSAL

<b>Proponent's Initials</b>	<b>Item No.</b>	<b>Attachment No.</b>	<b>Document Description</b>
	1	-	Proponent cover letter
	2	-	RFP Check List included
	3	-	Proponent Experience- detailed description of projects
	4	-	Proponent Qualifications – key personal and experience
	5	-	Duns - SAM and Cage Number
	6	A	Cost Schedule Form
	7	B	Evidence of RUP eligibility to date (Mandatory)
	8	C	Byrd Anti-Lobbying Certification
	9	D	Acknowledge Receipt of Agenda
	10	E 1-3	Declaración Jurada “Ley 2”
	11	F	Limited Denial of Participation (LDP) / Suspension or Debarment Status, legal issues, and conflicts Affidavit.
	12	G	Non-Collusive Affidavit
	13	H	Insurance Requirements
	14	I	Audited Financial Statement
	15	J	Applicable Federal Terms and Conditions
	16	K	Checklist

Proponent Name

Date

Signed- Authorized Representative