



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

REQUEST FOR PROPOSALS

**FOR THE ACQUISITION OF GRANT AND PROGRAM MANAGEMENT
PROFESSIONAL SERVICES FOR COMMUNITY DEVELOPMENT
BLOCK GRANTS (“CDBG”)**

PRPA-RFP-2024-02

Issued Date: August 19, 2024

Submission Deadline: September 27, 2024, at 4:30 p.m. AST

Issued by the Puerto Rico Ports Authority (PRPA)

**REQUEST FOR PROPOSAL (“RFP”) FOR THE ACQUISITION OF
GRANT AND PROGRAM MANAGEMENT PROFESSIONAL SERVICES
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”)**

The Puerto Rico Ports Authority, pursuant to the faculties granted by Act No.125 of May 7, 1942, as amended, and Regulation Number 8981 for Bids and Request of Proposals, is soliciting Proposals from highly qualified firms to provide CDBG grant management and program management services. These services are for consultant work on funded projects utilizing PRDOH standards and policies, as well as for future related grant funded projects

The complete RFP documents can be downloaded at <http://www.prapa.pr.gov/>.

Proponents interested in providing the requested services shall submit their Request for Proposals (RFP), **no later than September 27, 2024, at 4:30 PM (AST).**

Cordially,



Joel Piza Batiz, Esq.
Executive Director

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1.DEFINITIONS/ACRONYMS

The following terms shall have the meanings indicated below, which shall apply to both their singular and plural forms:

Addenda- refers to a written or graphic document issued by the PRPA before the Proposal Due Date which modifies or interprets the RFP by means of additions, deletions, clarifications, or corrections.

Authorized Representative- refers to the authorized person to bind the Procurement in matters related to the RFP and the Contract; this person is authorized to sign the Contract.

Bid Appeals Board- refers to the administrative body in charge of resolving any dispute arising from the process whereby a Proponent / Bidder disputes the award of an Auction/ RFP.

CDBG - refers to the Community Development Block Grant program.

CDBG-DR - refers to the Community Development Block Grant – Disaster Recovery program.

CDBG-MIT - refers to the Community Development Block Grant – Mitigation.

Contract Period - The term of the agreement(s) to be executed between PRPA and the Selected Proponent(s) in accordance with this RFP, which consists of an initial three (3) year term with the option to renew for an additional two (2) year term.

Contractor or Selected Proponent means a Proponent awarded a Contract resulting from this RFP.

Contract(s) - refers to the agreement(s) to be executed between PRPA and the Selected Proponent(s) in accordance with this RFP.

Designated Contact Person- means the person designated for Proponents to limit their contacts with the PRPA regarding the project and the RFP, and to proceed only through this person, via the designated e-mail or mailing address.

Evaluation Committee- refers to a committee designated by the Executive Director to receive, process, analyze, evaluate, and recommend the award of this RFP.

Executive Director – refers to the PRPA Executive Director.

FAA - refers to the Federal Aviation Administration.

Federal Government - means any of the departments of the Executive Branch of the Government of the United States of America, or any department, corporation, agency or instrumentality created, or which may be created, designated or established by the United States of America.

Government- refers to the Government of Puerto Rico.

GSA – refers to the Puerto Rico General Services Administration

HUD- refers to United States Department of Housing and Urban Development.

Key Staff - an individual who will play an important role in the engagement or contract on behalf of a Team Member resulting from this RFP.

Local Parties - means local subcontractors, professionals, and relevant service providers based in or having a significant on-going business presence in Puerto Rico.

PRDOH - refers to the Puerto Rico Department of Housing.

Preferred Proponent- means a responsive and responsible Proponent whose Proposal meets the requirements of this RFP, was awarded the highest score and will be selected to negotiate a potential contract with the PRPA.

Proponent or Proposer- means a(n) (i) legal person, (ii) joint venture, or (iii) partnership, or (iv) consortium of partnerships, and/or companies or other entities that submit a response to this RFP that is not currently debarred.

Proposals- refers to the response(s) submitted by Proponent(s) for this RFP.

PRPA- refers to Puerto Rico Ports Authority

Public Interest- means any government action directed to protecting and benefiting citizens at large, whereby essential goods and services are provided for the population's welfare.

Regulation- refers to the Regulation No. 8981.

RFP- refers to the Request for Proposal and Addenda issued by the PRPA.

These RFP Instructions may reference manuals, guidelines or PRPA regulations with additional applicable terms. Please refer to said referenced materials for definitions.

2.OVERVIEW, PURPOSE, AND INTENT

2.1 Introduction

The Puerto Rico Ports Authority (PRPA) is a public corporation of the Government of Puerto Rico created pursuant to Act Number 125 of May 7, 1942, as amended, known as the *Puerto Rico Ports Authority Act*.

The Puerto Rico Department of Housing (PRDOH) administers various grants allocated by the US department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. These grants can be divided into two main categories: disaster recovery (CDBG-DR) and mitigation activities (CDBG-MIT).

CDBG-DR grants focus on long-term recovery, housing restoration, infrastructure, and economic revitalization in distressed areas after a disaster. CDBG-MIT funds aim to increase disaster resiliency and reduce long-term risks, including loss of life, injuries, property damage, and hardship from future disasters.

PRPA has secured funding for two major reconstruction projects through CDBG. Therefore, PRPA seeks to select a qualified firm or firms to provide grant and program management services to ensure compliance with Federal and Local funding requirements, coordinate staff augmentation strategies, and manage activities related to the allocated funds under Federal and Local programs.

The selected grant management and program management services firm(s) will support PRPA in administering and delivering federal programs such as CDBG-DR, CDBG-MIT, as well as any other future funding opportunities related to CDBG grants. PRPA reserves the right to modify tasks and add new ones as needed during the contract period. The Selected Proponent(s) will be responsible for ensuring the accuracy, timeliness, and completion of all assigned tasks. To support PRPA effectively, Proponents must familiarize themselves with all relevant documentation available on each program's website.

2.2 Procurement Standards

This RFP is published pursuant to the provisions and authorities granted in Act 125-1942, as well as the PRPA's *Regulation for the Solicitation of Auctions and Request for Proposals*, Regulation Number 8981, dated July 7, 2017, as amended. Likewise, as services requested in this RFP will be funded in whole, or in part, with federal funds, the PRPA is required to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for federal awards as established in 2 C.F.R. 200.318 through 200.327, both of which are considered incorporated by reference and made an integral part of this RFP.

According to Section 200.317, “[w]hen procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327”. Also, Federal financial assistance awards are governed by the Uniform Administrative Requirements at either 44 CFR Part 13, for state, local and Indian Tribal governments.

Moreover, on August 4, 2020, PRDOH approved the *Procurement Manual for the CDBG-DR Program*, Regulation No. 9205 of August 4, 2020, effective on September 3, 2020, which repeals the *Procurement Manual and Contractual Requirements for CDBG-DR*, Regulation No. 9075 of February 26, 2019. The Manual is available at www.cdbg-dr.pr.gov (Resources >Policies >General Policies) and is incorporated by reference and made an integral part of this RFP.

3.RFP PROCEDURES

This RFP shall be governed by the procedures described in the following sections:

3.1 RFP Documents

The RFP documents are available for download by qualified firms at the PRPA Website (<http://www.prpa.pr.gov/>). To download the documents, prospective Proposers must go to the Website, where all procurement documents will be published. RFP Documents will be available on the date and time of the Document Availability Start stated in Section 4.3.

3.2 Addenda

The PRPA reserves the right to amend this RFP at any time. Any amendments to the RFP will be issued as written Addenda which will be published for all prospective Proposers to download at the PRPA Website (<http://www.prpa.pr.gov/>). Addenda will become a part of this RFP. All prospective Proposers shall be responsible for monitoring the website to retrieve Addenda. The PRPA assumes no obligation for notifying Proponents of document uploads to the website.

3.3 RFP Schedule

The following table summarizes the dates of the Request for Proposal process.

Event	Deadline
RFP Issuance	August 19, 2024
Last Day to submit Questions	Septiembre 6, 2024
PRPA Response	Septiembre 13, 2024
Proposal Submission	September 27, 2024, at 4:30pm AST

PRPA reserves the right to modify or change the procurement schedule, including postponing the date upon which the Proposals are required to be submitted or taking any other action it may deem in its best interests. The dates, times, and activities are subject to change and may be revised through the issuance of Addenda by the PRPA.

Prospective proposers are responsible for monitoring the PRPA Website (<http://www.prpa.pr.gov/>) for updates to the RFP timeline and other important information.

3.4 Communications

Inquiries and communications regarding the RFP must only be submitted to the PRPA by electronic mail to rpedraza@prpa.pr.gov.

3.5 Blackout Period

The Blackout Period is a specified period during a competitive procurement process in which any Proponent, bidder, or its employees, agents, or representatives, is prohibited from communicating with any PRPA employee, or PRPA contractor involved in any step in the procurement process about this procurement. The Blackout Period applies not only to PRPA employees, but also to any current contractor of PRPA. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. This solicitation designates the contact mechanism and all communications to and from potential Proponents and/or their representatives during the blackout period must be in accordance with this RFP’s defined method of communication. The Blackout Period begins on the date that PRPA first issued a Public Notice of Intent to Issue this RFP. The blackout period will end when a contract is signed by both parties.

In the event a prospective Proponent may also be a current PRPA contractor, PRPA employees and the prospective Proponent may contact each other with respect to their existing contract and duties only. **Under no circumstances PRPA employees or current contractors may discuss this RFP or corresponding procurement process or status.**

Any bidder, Proponent, or PRPA contractor who violates the Blackout Period may be excluded from the awarding contract and/or may be liable to PRPA in damages and/or subject to any other remedy allowed under law, including but not limited to a ban in participating in any

procurements issued by or for PRPA, or any entity of the Government of Puerto Rico, for a period of ten (10) years, if it is determined that such action results in violation of the Anticorruption Code, Puerto Rico Act 2-2018.

3.6 Prohibited Communications

Written and verbal communications to any PRPA employee, consultant or representative regarding this RFP are prohibited during the submission and selection processes. Failure to adhere to this requirement may result in the rejection of submitted Proposals.

3.7 Request for Clarifications

Each prospective Proposer may submit questions or requests for clarifications regarding the intent of this RFP, its attachments, and/or its exhibits. Proposers shall submit all questions in writing through the electronic address specified in Section 3.3 by the deadline established in Section 3.3. Questions shall be clearly labeled and shall cite the Section(s) and page number in this RFP or other document that forms the basis of the question. Questions may be submitted in English or Spanish. The PRPA reserves the right to not answer questions they deem as unrelated to the RFP or its intent. Responses to Proposers' questions will be distributed as an Addendum to this RFP on or before the date established in Section 3.3 and will be posted on PRPA Website (<http://www.prpa.pr.gov/>).

3.8 Representation of Proposal Submissions

All costs associated with the response to this RFP are the sole responsibility of the Proposer. Neither the PRPA, PRDOH, the Government of Puerto Rico, nor any of its Government Entities or its instrumentalities, nor HUD, or other relevant entities of the Federal Government, will be responsible for any expenses in the preparation and/or presentation of the Proposals, oral presentations, or for the disclosure of any information or material received in connection with this RFP.

No individuals or firms are assured of obtaining any contract or work related to this RFP process. The PRPA further reserves the right, without limitations, to make such investigations as it deems necessary as to the qualifications or perceived conflicts of interest of any firms submitting Proposals in response to this RFP. The mere appearance of a conflict of interest shall constitute sufficient cause for the outright rejection of a Proposal. If any or all Proposals are rejected, the PRPA reserves the right, without limitations, to re-solicit Proposals.

By submitting a Proposal, the Proposer shall adhere to complying with all applicable Federal and Puerto Rico laws and regulations, as well as consents to all terms and conditions of this RFP.

This RFP, its award, and any derivative contract are subject to a grant agreement and/or subrecipient agreement between the Government of Puerto Rico, PRDOH or PRPA and HUD, and the availability of the allocated CDBG funds. Proposer acknowledges and agrees that any suspension, cancellation, or termination of the CDBG allocation(s) will result in the immediate

suspension, cancellation, or termination of this RFP, its award, or executed contract, upon PRPA's notice.

Issuance of this RFP does not constitute a commitment by the Government of Puerto Rico and/or the PRPA to award a contract.

3.9 Proposal Withdrawal

A Proposer may withdraw a Proposal at any time before the Proposal due date. The withdrawal must be submitted in writing and directed to the PRPA designated Point of Contact at rpedraza@prpa.pr.gov . Timely withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal by the Due Date. After the Proposal Due Date, the Proposer may withdraw its Proposal by written request to the Procurement Division of the PRPA. All decisions to allow withdrawal of a Proposal shall be supported by a written determination signed by the PRPA or Procurement Division representative, as delegated official after the Due Date.

3.10 Ownership of Proposals

All materials submitted in response to this RFP shall become the property of the PRPA and will not be returned. Selection or rejection of a Proposal does not affect this provision.

3.11 Requirements for Legal Entities

Proposers that are Puerto Rico based corporations, limited liability companies, partnerships, or any other legal entity, shall be duly and properly organized and/or registered in compliance with the applicable laws of Puerto Rico. Such entities must show that they are in good standing at the time of Proposal submission. In the event the Proposer is a foreign legal entity, including U.S. based entities, it shall be duly and properly organized and/or registered in compliance with the applicable laws of its place of organization and/or incorporation. Such entities must show that they are in good standing within their jurisdiction at the time of Proposal submission. If a Contract is awarded to a foreign entity Proposer, said Proposer shall request authorization to do business in Puerto Rico prior to the execution of the Contract.

Proposers must ensure that professional, architectural, or engineering services are performed by duly licensed professionals with the proper qualifications, skills, and experience necessary to perform the services in Puerto Rico, according to applicable regulations.

4.SCOPE OF SERVICES

The Selected Proponent shall assist in managing PRPA's implementation and oversight of federally funded CDBG programs and/or projects. This includes supporting and assisting PRPA in establishing program objectives, performance goals, compliance, and monitoring standards and procedures for all activities related to federally funded activities, following applicable federal and local requirements, rules and regulations.

Grant and program management services will encompass a variety of tasks, including but not limited to, administrative tasks, program implementation, risk management, financial monitoring and compliance, reporting, procurement-related services, training, and grant opportunity management. Additionally, the Selected Proponent will provide the necessary documentation to support and justify the CDBG Administrative Costs claim, including the pertinent justifications to establish that the expenses incurred were for eligible activities, for current and future Federal and Local programs under contract with PRPA. Additionally, all documentation and processes shall consider and comply with applicable Federal Aviation Administration (FAA) regulations and maritime laws and regulations applicable to PRPA.

The scope of work presented is based on circumstances existing when the RFP is released. PRPA reserves the right to modify or delete the tasks listed and, if appropriate, add additional tasks related to grant management and/or program management services before and during the term of the contemplated contract. PRPA anticipates awarding the resultant Contract for an initial three (3) year term with the option to renew for an additional two (2) year term subject to the available program funds, the needs of PRPA, and the annual evaluation of performance. All services to be performed due to the Contract will be issued through task orders.

The Selected Proponent must be prepared to provide full-time staff support at the direction and volume agreed upon with PRPA. It is assumed that some staff will need to be in Puerto Rico, and Proponents should clearly identify which staff are based full-time in Puerto Rico. Staff fluent in Spanish and English is preferred but not required. The Selected Proponent shall represent PRPA in meetings and participate in meetings as required by the Federal Government and/or the Local Government, including, but not limited to, meetings with contractors, consultants, and departments.

The Selected Proponent will report, work with, coordinate, and communicate directly with PRPA. It will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned for the requested services. The Selected Proponent will perform the required services under sequential phases and tasks, working and communicating directly with PRPA, assuring compliance and the successful development of the Federal and Local Programs under contract with PRPA.

The tasks requested pursuant to this RFP are the following:

A. Grant Management Assistance

The Selected Proponent must collaborate with contractors, entities, and agencies on project preparation, development of eligible projects, document collection, and presentation of documents related to eligible activities, as requested or approved by PRPA.

The Selected Proponent must assist PRPA in developing a comprehensive project plan for Federal Programs, including identifying projects and implementation schedules (Overall Project Plan). This involves reviewing all projects across program areas, ensuring a strategic procurement plan for timely supply of goods and services, and engaging with PRPA contractors,

consultants, and departments for data collection and information review. The Selected Proponent must also provide PRPA with reports on:

- Issues impacting each eligible activity, including problems, lagging performance, communication issues, and resolution actions.
- Risks associated with each activity and mitigation strategies, including recommended performance metrics.
- Completed deliverables and upcoming ones.
- Resources for service delivery, including staff, technology, budget, constraints, and corrective actions.
- Fulfilling PRPA and Government of Puerto Rico reporting obligations for applicable Federal Programs as directed by PRPA and/or PRDOH.
- Drafting compliance documents as per PRDOH
- Conduct Executive high-level report and meeting as needed and prepare materials.
- Keep track of meetings compromises, in meeting minutes.
- Preparation of all PRDOH-required reports, plans and support documentation including, but not limited to the following:
 1. Review, update and maintain each grant's individual Project Management Plan, including responsibilities/deadline schedule, revise the Plan as necessary and submit the revised Plan to PRDOH for review and concurrence.
 2. Prepare monthly progress reports and deliver to the PRPA / PRDOH.
 3. Prepare all reports required to closeout the CDBG grants.

B. Project Design Development

The Selected Proponent will conduct comprehensive risk management assessments for Federal Programs under contract with PRPA, focusing on identifying processes and situations—past, present, and future—that could jeopardize the financial management of these programs and grants. This includes assessing the likelihood and impact of potential hazards, with an initial focus on CDBG-related funds and initiatives. The Selected Proponent will review data and records to ensure compliance and will provide recommendations to PRPA for risk prevention and management. Key responsibilities include:

- Enhancing consistency and proactive measures in risk management, including identification, assessment, prevention, mitigation, reporting, monitoring, response, and corrective action.
- Maintaining a Risk Register that documents issues, challenges, and proposed solutions, accessible via a real-time dashboard or equivalent tool.
- Strengthening PRPA's capacity for effective grant management while promoting transparency and accountability in decision-making.
- Ensuring compliance with labor standards and regulations for contractors, consultants, and departments.
- Keeping PRPA and its staff informed and compliant with regulatory requirements tied to Federal funds.
- Enhancing communication among stakeholders, partners, and local governments to prioritize and manage risks effectively.
- Improving strategic planning and overall risk management.
- Assisting PRPA in prioritizing and addressing critical risks.

- Ensuring adherence to Financial Management Capacity Risk requirements.
- Identifying deficiencies and recommending process improvements and efficiencies.
- Monitoring Federal Programs and Grants to ensure they are used for authorized purposes and that performance goals are achieved.

C.Risk Management

The Selected Proponent shall conduct risk management assessments for Federal Programs under contract with PRPA. This involves identifying past, current, and future processes and situations that could harm the financial management of Federal Programs and Grants. The assessment should evaluate the likelihood and severity of these hazards, starting with funds and initiatives related to CDBG grants. The Selected Proponent will review data and records to ensure compliance and recommend steps PRPA can take to prevent and control these risks. Key responsibilities include:

- Enhancing consistency and proactiveness in risk management activities, including risk identification, assessment, prevention, mitigation, reporting, monitoring, response, and corrective action.
- Maintaining a Risk Register that reports problems, challenges, and proposed resolutions, provided through a real-time visibility dashboard or equivalent.
- Increasing PRPA’s capacity for effective grant management and promoting transparency and accountability in decision-making.
- Ensuring compliance with labor standards laws and regulations for contractors, consultants, and departments.
- Keeping PRPA and its staff aware of and compliant with regulatory requirements associated with Federal funds.
- Strengthening communication channels between stakeholders, partners, and local governments for better risk prioritization.
- Improving strategic planning and management of risks.
- Supporting PRPA in prioritizing and focusing on material risks.
- Ensuring compliance with Financial Management Capacity Risk conditions.
- Identifying deficiencies and providing recommendations for process improvements and efficiencies.
- Monitoring Federal Programs and Grants to ensure contracts are used for authorized purposes and performance goals are met.

D.Monitoring and Compliance

The Monitoring and Compliance services will support and assist PRPA in all phases of Federal programs’ grant management process, including:

1. Ensuring financial management systems are compliant, funds are used responsibly and transparently, and performance aligns with grant requirements and regulations.
2. **Fraud Prevention:** Safeguarding against fraud, waste, abuse, and ineligible use of funds.
3. **Performance Monitoring:** Ensuring all key performance indicators are monitored, and issues are promptly resolved.
4. **Grant Management:** Supporting the management of the program’s schedule, evaluating reports, and assisting with audits and closeout procedures.

Key responsibilities include:

- Ensuring PRPA's contractors and departments comply with Federal and Local regulations.
- Supporting oversight, supervision, and compliance monitoring.
- Ensuring timely submission of all required documentation, including financial and performance reports.
- Providing document control and management to meet Federal grant requirements.
- Monitoring and reporting instances of non-compliance and suspected fraud.
- Supporting quality control plans or audits.
- Ensure compliance with FAA requirements and regulations and maritime laws and regulations applicable to PRPA.
- Serve as the Contract Compliance Officer for all activities required under the: Buy American, Disadvantage Business Enterprises, Davis-Bacon and related Acts, the Copeland Anti-Kickback Act and the Agreement Work Hours and Safety Standards Act, among other federal compliance regulations. These activities include securing wage decisions, verification of contractors' eligibility, request(s) for additional wage classifications, reviewing contractors' payrolls, securing required reports from contractors, interviewing employees, on-site job inspections and resolving wage restitution, if needed. These activities will be undertaken for all rehabilitation and infrastructure contracts. See also 2017 Grant Management Manual, Chapter 8: Federal Labor Standards.
- Assist in complying with all Federal, State, and Local regulations governing the project in the following ways:
 - Monitor all requirements of the CDBG Grant Agreement(s) to ensure activities are completed in conformance with PRDOH's CDBG regulations.
 - Participate in project compliance reviews by PRDOH staff and promptly prepare any necessary responses to PRDOH Compliance Review letters of findings.

E. Procurement Services

- Assist in all stages, from developing needs and scopes of work to administering competitive procurement processes and conducting compliance reviews of proposals and final recommendations.
- Oversee PRPA's procurement activities to ensure adherence to Federal and Local regulations and policies, including the Procurement Manual for the CDBG program.
- Ensure that all award processes are conducted fairly and in accordance with applicable rules and regulations.
- Provide support in developing cost estimates and assessments related to eligible procurement processes.
- Prepare RFPs, auction requests, and RFQs for eligible projects, ensuring full compliance with federal and state requirements.
- Establish processes to promptly identify conflicts of interest and prepare reports detailing identified conflicts and their resolutions.
- Ensure that procurement processes involving Federal or Local programs are designed to prevent waste, fraud, and abuse of funds.

- Provide necessary support to comply with all requirements of the Design-Build Procurement Package process as established in the Subrecipient Agreement (SRA).
- For each approved project, upon completing the environmental review and receiving the Authorization to Use Grant Funds (AUGF), provide technical support for amending the Subrecipient Agreement to authorize construction-related funds.
- Perform peer reviews of approved Design-Build bid packages, ensuring:
 - Quality of architectural and/or engineering drawings, contract documents, and technical specifications to ensure adherence to generally accepted design practices.
 - Identification of any fatal flaws in project design, permitting, scheduling, or procurement methods.
 - Consistency with the project performance statement in the SRA.
 - Align and coordinate with Environmental Review results.
 - Provide support to develop, review, and validate Construction Cost Estimates as applicable.
 - Review and validate construction contracting for compliance with CDBG requirements, including:
 - Section 3/Equal Employment Opportunity (EEO)
 - Minority Business Enterprise/Women Business Enterprise (MBE/WBE) solicitation
 - Labor standards
 - Payroll reporting
 - Project signage
 - Payment procedures
- Oversee construction administration and inspection by A&E Consultants and/or construction managers.
- Manage change orders and Environmental Reviews.
- Facilitate project completion and closeout documentation.
- Provide technical assistance throughout the procurement process to ensure compliance with PRDOH's CDBG procurement requirements.
- Assist in evaluating design-build bids.

F. Grant Opportunity Monitoring Services

- Assess and identify potential funding opportunities to minimize PRPA's investment and expenditure by leveraging multiple sources.
- Focus on Federal and Local grants, providing a framework to guide how these sources can offset costs and support new projects.
- Offer suggestions on the timelines needed to develop and submit grant applications, considering the complexity and requirements of each grant source.
- Communicate these assessments to PRPA and integrate them into project timelines.
- Assist PRPA in identifying strategic grant opportunities that align with current and anticipated programs and projects.

G. Database and Information

- Ensure all Federal program and grant information gathered and developed under contract is always available in a PRPA-owned Microsoft SharePoint.
- Maintain all financial records and statements following accepted accounting principles and practices for all invoiced amounts and documents generated during the services.
- Keep records available for review by PRPA or the Office of the Comptroller of Puerto Rico for a minimum of six years or per the required timeframe for each Grant from the contract termination.
- Proponents are encouraged to provide examples of grant management software, technology solutions, or methodologies that may assist in completing tasks outlined in this RFP.
- PRPA shall grant continuous access to the system to the Selected Proponent, who shall maintain updated data in the system.
- Implement and maintain an accurate record-keeping system to ensure proper storage and easy accessibility for reporting.
- Maintain all documents and communications related to Federal Funds allocated for PRPA for a minimum of six years or per the required timeframe for each Grant following closeout.
- Provide reports and electronic copies to federal and local governments as required or requested.
- Ensure project documentation is designed and maintained to satisfy compliance requirements for all funding sources, avoiding duplicity, and ensuring easy access.

H.Meetings, Documentation and Reporting

- Collect, draft, organize, analyze, and submit all necessary documentation to support eligible programs and activities.
- Develop and maintain a system of grant project files in compliance with PRDOH requirements.
- Maintain detailed records of project activities, including meeting facilitation, agenda development, meeting minutes, and other items for internal or external audits.
- Establish processes and guidelines for collecting and analyzing documentation necessary to support Federal claims and assist PRPA in these processes.
- Organize, store, protect, revise, version, and share documents efficiently.
- Draft and provide communications support with Federal and Local Governmental Entities, other vendors, and other parties as directed by PRPA.
- Attend meetings with PRPA and other agencies or entities as requested, including but not limited to:
 - a) Monthly Project Management Team meetings
 - b) Preparing and maintaining the master schedule for the project
 - c) Public and/or neighborhood meetings, as necessary to inform residents of project activities during the implementation process of the project.
 - d) PRDOH-sponsored workshops, seminars and public meetings related specifically to the project and/or general project management and administration of the CDBG program.
- Assist in responding to RFIs from any entity related to Federal programs under contract with PRPA.

- Maintain all files containing relevant documentation, including reports, writings, manuals, correspondence, memoranda, interpretations of regulations, minutes, and all documents generated during the services.
- Support work related to projects and activities eligible under the CDBG programs by collecting, analyzing, drafting, preparing, and submitting necessary documentation.
- Periodically provide PRPA with digital, legible copies of all documents generated during the services.
- Prepare and submit reports, progress reports, and other relevant documentation as instructed by PRPA.
- Provide updates on the status of projects in terms of scope, time, cost, and risk.

I. Project Implementation, Construction and Closeout

- Oversee the construction of approved projects, ensuring all activities align with CDBG guidelines, policies, and regulations.
- Provide support to ensure compliance with all construction requirements as outlined in the Subrecipient Agreement (SRA).
- Manage all construction activities, coordinating with the Construction Inspection Contractor to oversee the design-build contract's scope, budget, and schedule.
- Develop and implement a comprehensive monitoring plan during construction, coordinating with the Construction Inspection Contractor to generate and submit monitoring reports to PRDOH after issuing the Notice to Proceed.
- Oversee potential contract changes in coordination with the Construction Inspection Contractor.
- Review design-build invoices with the Construction Inspection Contractor to ensure completeness, compliance with the contract, and proper payment recommendations.
- Conduct regular site visits to monitor compliance with CDBG program policies and regulations. This includes reviewing construction progress, attending meetings, and validating compliance through site inspections.
- Identify and address issues related to CDBG funding eligibility, environmental compliance, budget shortfalls, cost reasonableness, schedule overruns, and other key project risks.
- Conduct and attend pre-construction meetings to review CDBG requirements, including Section 3, Davis-Bacon wage rates, labor standards, change orders, and MBE/WBE goals.
- Monitor construction activities to ensure compliance with labor standards, Section 3, Equal Employment Opportunity, financial management, building codes, timely completion, and adherence to project scope.
- Perform any other tasks necessary to ensure the successful completion of the Project Implementation and Construction Task.
- For each approved project, gather all construction-related documentation (e.g., redlined drawings, permits, endorsements, certifications, insurance, operation manuals, punch lists, final inspections, change orders) into a single binder for submission to PRPA and PRDOH, in compliance with PRDOH's guidelines and regulations.
- Provide support to ensure compliance with all Project Closeout requirements as outlined in the SRA.

- Lead and coordinate the preparation of the Closeout Binder, ensuring it meets all required standards.
- Implement any necessary revisions to the Closeout Binder based on PRDOH's feedback, including addressing comments, clarifications, or revision requests.
- Lead and support the review of information in PRDOH's system of record to identify and gather necessary documents for successful project closeout.
- Identify and resolve any outstanding documentation issues or deficiencies, coordinating with other contractors as needed.
- Once the Closeout Binder is complete, coordinate with PRDOH to process the closeout of the SRA and submit all necessary documentation in PRDOH's System of Record.
- Perform any other tasks necessary to ensure the successful completion of the Project Closeout Task.

J. Staffing Requirements

PRPA seeks entities with extensive experience and capabilities in managing federally funded programs in Puerto Rico. Moreover, due to PRPA's functions and responsibilities pertaining to the administration, operation and maintenance of aviation and maritime facilities, the Selected Proponent must provide staff and/or resources experienced in FAA requirements and regulations and maritime laws and regulations. The Selected Proponent will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under this Contract by its staff.

- The Selected Proponent must secure, at its own expense, all personnel required to perform the services under the Contract
- PRPA expects the Selected Proponent to provide competent and fully qualified staff authorized or permitted under Federal, State, and Local law to perform the scope of work under the Contract.
- The Selected Proponent must demonstrate the ability to adequately staff and scale each functional area to supply an adequate number of resources for the required service levels throughout the Contract's duration.
- The Selected Proponent must ensure all tasks are completed accurately, on time, and to the standards set forth by PRPA. This includes maintaining compliance with all applicable Federal, State, and Local laws throughout the execution of the Contract.
- PRPA reserves the right to request the removal of any staff not performing to standard. No personnel may be added to the Contract without PRPA's written consent.
- Proponents must submit an initial organizational chart to PRPA detailing each person, whether employed full-time or subcontracted (including both firms and individual 1099s, inclusive of subcontractor 1099s), who will perform the grant and program management services required in this RFP.
- The Selected Proponent's staff resources must be ready to begin work upon receipt of a Task Order from PRPA under the Contract. Only the staff initially identified under this RFP will be authorized to commence work once PRPA approves the initial Task Order.
- Any additional resources will require a written petition from the Selected Proponent and written authorization from PRPA before they can begin work.

- Any work performed without PRPA’s written authorization cannot be invoiced and will not be paid.

5. PROPOSAL REQUIREMENTS

All proposals must comply with the general requirements stated in the following sections.

5.1 Proposal Format

To ensure uniformity to specific requirements and prompt reference among all electronic Proposals, the format of the electronic Proposals shall adhere to the following parameters:

- The electronic Proposal and its Exhibits shall be drafted in the English language, excluding certifications and/or documents issued by the Government of Puerto Rico in the Spanish language.
- All documents that need a signature as part of the electronic Proposal shall be signed in blue or black ink. Documents consisting of more than one page that require signature shall contain the initials of the Proposer’s Authorized Representative at the right-top corner of every page. Electronic signatures are accepted.
- Electronic documents must be sealed with the Proposer’s Corporate Seal when applicable.
- Electronic Proposals’ cover pages shall include the Proposer’s name, contact information, and mailing address, the RFP submission date, and the RFP title.

5.2 Proposal Electronic Submission

Proposals are to be submitted on the Proposals Due Date stated in Section 3.3 of this RFP. Proposals submitted after the prescribed deadline will not be allowed. Submissions of Proposals in response to the RFP will only be accepted by electronic means to the following email address and subject line:

To: rpedraza@prpa.pr.gov

Subject Line: [PROPOSER NAME] Proposal – Grant and Program Management Services for CDBG

Proposals must be completely submitted by the Proposals Due Date stated in Section 3.3 of this RFP. The PRPA shall not accept responses to the RFP submitted after the prescribed deadline for proposal submission. Submissions of responses to the RFP will only be accepted by electronic means. The documents must be submitted in PDF Format (searchable PDF Format is recommended). Multiple PDFs may be merged into one single document. Also, multiple files may be uploaded in a Zip File.

The Proposers are solely responsible for timely submission of their electronic Proposal. PRPA will only consider electronic Proposals that have been transmitted successfully per the RFP requested format within the due date and time.

Proposers are advised that the PRPA will neither require nor accept physical Proposal submissions, whether by courier, FedEx, UPS, DHL, personal delivery, or similar physical means. If Proposals are submitted in both electronic and paper formats, the PRPA will only consider the electronic format for evaluation.

6. TECHNICAL AND PRICE PROSAL REQUIREMENTS

Proposals shall comply with the technical information specified in the following sections.

6.1 Mandatory Requirements

Proposers shall comply with the following mandatory requirements for their Proposals to be evaluated on their technical and cost aspects. Mandatory requirements will be scored as either “Pass” or “Fail”. If the Proposal meets all mandatory requirements of this RFP, the Proposal will “Pass” the mandatory requirements evaluation. If the Proposal does not meet all mandatory requirements of this RFP, the Proposal will “Fail” the mandatory requirements evaluation. Failure to comply with the mandatory requirements of this RFP will result in the disqualification of the Proposer. Mandatory requirements for this RFP are as follows:

- **Cover letter.** The cover letter shall be signed by an authorized representative of the Proposer. The letter shall indicate the Proposer’s commitment to providing the services at the price and schedule proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.
- **Identification.** The Proposer’s and, if applicable, Team Members, Unique Entity ID (UEI), and year of establishment. Proposers shall provide all the information requested as part of Exhibit B (Statement of Qualifications).
- **Form of Business.** The Proposer’s and, if applicable, Team Members and/or First-Tier Subcontractor’s form of business (e.g., corporation, non-profit corporation, limited liability company, professional services company) and detail the names, telephone numbers, and email addresses of its officers, directors, members, and any partners, if applicable, as well as the persons the PRPA should contact regarding the Proposal. Proposers shall provide the information requested herein as part of Exhibit B (Statement of Qualifications).
- **Organizational Documents:** The Proposer, in its Proposal, must submit organizational documents, which will vary by the Proposer’s type of organization. Such documents may include, but are not limited to, Certificates of Incorporation, Partnership Agreements, Certificates of Good Standing, and Joint Venture Agreements. The Proposer must provide organizational documentation of any of its Team Members and/or First Tier Subcontractor/s. Principals, Stockholders, Partners, or Members Information, if Applicable. If Proposer has not been in existence or did not conduct business within the year prior to the RFP submission date, it must also provide the following information with respect to each Principal, Stockholder, Partner or Member.
 - Sworn statement executed by an authorized representative of the Proposer, dated within sixty (60) days before the Proposal submission date, indicating the

Principals, Stockholders, Partners or Members of the Proposer and their business participation.

- **Certifications Affidavit.** Submit an executed copy of the Certification Affidavit. Proposer must submit with his response to this RFP Certifications Exhibit which includes the following certifications: Non-Conflict of Interest Certification, Non-Conflict of Interest on Existing or Pending Contracts with PRPA, Limited Denial of Participation (LDP)/Suspension or Debarment Status Affidavit, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Non-Collusive Affidavit, Anti-Lobbying Certification, and Sworn Statement Under Act 2-2018, duly completed and notarized, if applicable. Documents authorized by a Notary Public outside of Puerto Rico's jurisdiction shall be authenticated and include an official certificate or apostille from the Secretary of State, County Clerk or corresponding entity of the State government.
- **Sole Registry of Professional Services issued by the Puerto Rico General Services Administration** (RUP by its Spanish acronym)
- **System for Award Management (SAM)**

6.2 Qualifications, Experience and Capabilities

Proposer shall comply with each of the following requirements in order to qualify for the next phase of the evaluation of the Proposal. However, PRPA reserves the right to waive minor irregularities and minor instances of non-compliance. The Proposer must demonstrate that it has the reputation, managerial, organization, financial and technical capabilities to perform the services under the RFP.

- **Statement of Qualifications:** The Proposer must demonstrate its qualifications, past performance, and record of integrity for the provision of similar Services in the form of a company profile. The Proposer must also provide an organizational chart showing the corporate structure and lines of responsibility and authority in the performance of the services.
 - **Profile.** Provide a company profile and, if applicable. If the entity responding to this RFP was recently created, the profile shall set forth the experience, past performance, and qualifications of each of the members within the entity. Include a brief description of the organization's track record, including history, number of employees, number of years in business, current projects relevant to this RFP, and a list of overall projects relevant to this RFP. Provide a brief description of your organization's previous experience providing grant and program management services as described in this RFP.
 - **Experience and Capacity of the Team.** Provide a list of ongoing contracts/projects with their status and projected termination dates. Also, include the level of effort in such projects of the Key Personnel proposed for the management services. The Proposer's ongoing contracts/projects will be evaluated for their potential to affect the provision of the services requested from the Proposer. If the Proposer is composed of various entities (e.g. a Joint Venture), then ongoing contracts/projects shall be provided for all entities.

Proposers shall provide the information requested herein as part of the Statement of Qualifications.

- **Integrity.** Has the Proposer or any of its Team Members been involved in any criminal, civil, or administrative suits, actions, investigations, litigations, sanctions, and/or administrative complaints or proceedings that were commenced, pending, settled, threatened, resolved, or concluded during the five (5) year period prior to the date of the Proposal Due Date? If the answer to this question is “yes”, state for each such suit, action, investigation, or proceeding the (a) date of the suit, action, investigation or proceeding (or time period involved); (b) the specific nature of the suit, action, investigation, or proceeding; (c) the amount of funds involved, if any; (d) the names of the parties; (e) the names and complete addresses of the courts and law enforcements agencies involved; (f) the title and file number of the suit, action, investigation, or proceeding; (g) the disposition or current status; and (h) any sentence, fine, or other penalty imposed. Also, include an opinion from an attorney discussing whether the Proposer’s work will be impacted by the litigation. Proposers shall provide the information requested herein as part of the Statement of Qualifications.

The Proposer must provide sufficient documentation demonstrating the relationship and qualifications between the Proposer and any of its Team Members to allow the PRPA to verify and combine the collected experiences. The evaluation of this section will be done taking into consideration the submitted information regarding the relationship and qualifications of Team Members, if provided.

- **Comparable Project Experience:** The Proposal must include at least three (3) comparable projects, preferable with state and municipal government projects and within the past five (5) years, where the Proposer had provided services similar in scope to the herein required. Proposer must demonstrate that it has the experience in projects of similar size and complexity.
- **Financial Capabilities:** The Proposer must demonstrate that it has adequate financial resources to perform the services under the Contract. Accordingly, the Proposer shall provide:
 - **Financial Statements.** Year-end (fiscal or calendar) audited, reviewed, or compiled financial statements for the most recent two (2) years issued by a Certified Public Accountant (CPA) and prepared in accordance with US Generally Accepted Accounting Principles (US GAAP). The financial statements must include a Balance Sheet, Statement of Operations, Statement of Cash Flows, and notes to the financial statements.
 - **Year to Date Information.** Most recent interim (year to date) financial statements for a period ending not later than sixty (60) days before the Proposal submission date. The interim financial statements must include at least a Balance Sheet and a Statement of Operations.
 - **Line of Credit or Cash Availability.** Third-party certification from a bank or financial institution, dated within sixty (60) days before the Proposal submission date, stating experience, account balances, availability of lines of credit with their terms and conditions, and/or a confirmation from a bank or financial institution indicating their willingness to provide such a line of credit for the required

amount if the contract is granted to the Proposer. The certification and/or confirmation shall be provided in the bank or financial institution's letterhead, including its address, email, and phone number. The amount required of the unencumbered line of credit, available cash balances, or a combination thereof, is a minimum of \$1,000,000.

- **Legal Actions.** Sworn statement executed by an authorized representative of the Proposer, dated within sixty (60) days before the Proposal submission date, of any relevant or significant pending litigation or claim against the Proposer. Such statement must include at a minimum the following information.
 - Parties involved;
 - Case number;
 - Nature of cause;
 - Amount involved; and
 - Probability of loss.
 - **No Bankruptcy.** Sworn statement executed by an authorized representative of the Proposer, dated within sixty (60) days before the Proposal submission date, stating that the Proposer is not in bankruptcy, receivership or in any other condition, preventing the Proposer from a total or partial administration or disposition of its property.
 - Failure to provide this documentation will disqualify Proposer from proceeding to the Proposal evaluation phase. Moreover, the PRPA reserves the right, at its discretion, to request additional information as may be necessary to evaluate the financial stability of the Proposer.
- **References:** Each Proposer shall provide at least three (3) past or current clients references for similar services. Proposers will provide for each reference the client's name, contact person, phone, email address and description of services provided in their Proposals. The Proposers may provide additional references to the minimum required.

6.3 Work Approach and Organization

Each Proposer shall draft and submit a Work Approach document as part of the Proposal. The document shall clearly state the following:

- **Executive Summary:** The executive summary should include a brief overview of the project approach and the key personnel who will be responsible for the services to be provided.
- **Proposed Work Approach:** Provide a detailed explanation as to how you would approach and manage the engagement to ensure maximization of the resources, effectiveness, transparency, and meeting objectives. Proposers shall detail their proposed plan of action indicating how all requirements will be met, and the methodology proposed to successfully meet the goals of the PRPA. The plan shall clearly state the following:
 - A narrative description of the Proposer's approach to the general administration and coordination of the efforts for the development of the project under the engagement with the PRPA.

- Explain how the Proposer will work in coordination with the PRPA to achieve the deliverables set forth in this RFP.
- The Proposer’s overall plan for the management of the different tasks listed in the Scope of Services. Describe the Proposer’s activities required for each task included under the Scope of Services. This information shall be developed in the Proposed Plan of Action and organized as follows:
 - Describe how the Proposer will identify, manage, and mitigate risks to the programs.
 - Describe how the Proposer will provide updates, track progress, and ensure the assigned project’s success. What key performance indicators (KPIs) will you track and report?
 - Explain your approach to effectively manage and deliver the project within budget and schedule

Respondents are encouraged to include information about any unique or specialized approaches and capabilities they will bring to the engagement.

- **Proposed Key Personnel and Team Organization:** Proposers shall provide an organizational structure and proposed staffing pattern (including number of personnel) that they anticipate utilizing to deliver the required services contemplated under this RFP.
 - **Key Personnel.** Provide a chronological resume for each of the Key Personnel proposed. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects and identify the project(s).

The Proposer must demonstrate that it has personnel capable of performing the services required herein. For Key Personnel, as related to the engagement, the Proposer must provide the name of resources to be assigned, their education, years of experience, licenses, certifications, and résumés or professional information, specifying year of graduation, start and end dates for each job position(s) and project(s). The Proposer must fill in the pertinent Key Personnel members’ information as part of Statement of Qualifications.

- Project Lead/Principal
 - Project Manager
 - Program Manager
 - Assitant Project Manager
 - Administrative Assistant
 - Grant Manager
 - Subject Matter Expert
 - Compliance Officer
 - Finance Officer
 - Procurement Officer
 - Funding Consultant
- **Capacity.** Provide a chart depicting the staffing capacity available and the level of commitment that key personnel will devote to the project. For key personnel,

please identify the name of other projects to which the key personnel are committed. Provide an assessment of the availability of the Key Personnel and other resources identified to be assigned to a contract to PRPA. This includes the availability of backup staff/resources in case of illness, turnover, or other loss of personnel. Provide a statement of how the workload will be accommodated and what kind of priority it would be given. Be sure to address items outlined in the scope of work.

- **Organizational Chart.** An Organizational Chart suitable for the engagement depicting key roles and the names of key personnel who would be responsible for the role. The Proposer must provide an organizational chart showing the corporate structure and lines of responsibility and authority in the performance of the Grant Management Services

- **Overall Understanding Applicable Federal and Puerto Rico Local Regulations:** The Proposer shall explain their commitment and plan to ensure compliance with all applicable Federal and Puerto Rico laws, regulations, and policies, including FAA regulations and maritime laws and regulations applicable to PRPA. 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.

The Work Approach responses shall not exceed fifteen (15) pages. Responses exceeding the page limit will only be evaluated up to the contents of page 15. Contents beyond this point will not be considered in the evaluation. Responses to the Work Approach shall not be a copy and paste, replica, or reproductions of the Scope of Work.

6.4 Price Proposal

Reasonableness of overall price, allocation of effort, and overall value offered will be evaluated by the PRPA. After the Technical Evaluation is completed, and Price Proposals are reviewed, the PRPA may exercise its option to negotiate the prices offered by Proposers.

This determination is based on the relative score of the Proposals as these have been evaluated and rated, in accordance with the scoring criteria specified in the RFP. A maximum amount contract will be negotiated with the Preferred Proposer. However, proponents are reminded that the contract to be awarded will be based on an hourly rate rather than a fixed monthly or annual fee, and maximization of the resources will be considered for the evaluation. Before a contract is executed, a cost and price analysis will be performed by the PRPA to ensure cost reasonableness of the Price Proposal and related service fees. Moreover, the utilization of staff will be determined by the specific tasks assigned by the PRPA.

7. PROPOSAL EVALUATION AND SELECTION

7.1 Evaluation Criteria

The table below presents the maximum points for the Evaluation Criteria.

Evaluation Criteria	Points
Qualifications, Experience and Capabilities	40
Work Approach and Organization	30
Price Proposal	30
Total	100
Local Participation, M/WBE, and/or DBE Businesses	5 bonus points
Total with bonus	105

7.2 Evaluation Process

An Evaluation Committee will be appointed by the PRPA. The Evaluation Committee may rely on specialized advisers, consultants, and/or subject-matter experts to complete the evaluation and rating of the different sections of this RFP, as well as make final recommendations to the PRPA Executive Director.

The PRPA will examine all Proposals in a proper and timely manner to determine if they meet the proposal submission requirements. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the PRPA, may be rejected. All Proposals meeting the proposal submission requirements will be evaluated.

Each Proposal meeting all submission requirements will be independently evaluated by the Evaluation Committee, which will assign a score for each evaluation criterion listed below in this section up to the maximum points allowed.

Following the initial screening, the Evaluation Committee shall conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP.

The PRPA may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Proposals will be scored using a Best Value methodology. Proposals will be evaluated on their technical capabilities, namely the Proposer’s qualifications and work approach, and a score for each criterion will be assigned based on the maximum allowable points stated above. **To be considered a “Qualified Proposer”, Proposers need to achieve a score greater than or equal to 70 points.**

7.3 Shortlist

If the Evaluation Committee decides that it is in the best interest of the PRPA to establish a shortlist of Proposers, the Evaluation Committee may invite shortlisted Proposers to make an oral presentation, submit clarifications, respond to questions, or submit additional information.

7.4 References

At the option of the PRPA, the Evaluation Committee may call references of shortlisted Proposers only. This step is available to the Evaluation Committee at its own discretion. The PRPA reserves the right to consider additional references on the performance of proposers on relevant projects, including but not limited to, PRPA's projects and other entities' projects not submitted by the Proposer as a reference in its Proposal.

7.5 Oral Presentations

The Evaluation Committee may invite qualified Proposers to make an Oral Presentation, submit clarifications, respond to questions, or a combination thereof.

In general terms, the Oral Presentation's purpose will be the visual and graphic demonstration of the work approach, based on Proposer's submitted Proposal. The topics to be presented will be based on information provided as part of the Proposal. No additional topics will be allowed during the Oral Presentation. Oral Presentations will be confidential and only one (1) Proposer will present at a time. The Oral Presentation will receive a score that will be combined with the total score of the responses to the Proposal.

PRPA's written invitation to the Oral Presentation will be issued and sent to Proposers with adequate time before the proposed presentation date. Specific instructions for the presentation will be detailed in the written invitation. The invitation will be notified through electronic mail to Proposers by PRPA. Each Proposer will be responsible for confirming, in writing, their participation or advising about any inconvenience or conflict they may have with the proposed date and time. If any inconvenience or conflict arise with a presentation proposed date and time, the Proposer needs to be available to participate in a presentation one day before, one day after, or at a different time of the original proposed date, as identified in the invitation.

7.6 Negotiations

The Evaluation Committee may recommend discussions and negotiations with "Qualified Proposer(s)". Negotiations are exchanges between the Evaluation Committee and Proposers that are undertaken with the intent of allowing the Proposers to revise their Price Proposals. The primary objective of discussions is to maximize the PRPA's ability to obtain the best possible offers, based on the requirements set forth in the RFP. The PRPA may elect to request the submission of Best and Final Offers from one or more of the highest qualified Proposers or shortlisted Proposers, if any.

If PRPA enters negotiations with the highest ranked Proposer and the parties are unable to reach an agreement, the PRPA may terminate negotiations and initiate negotiations with the next highest ranked Proposer. This process may continue in succession until a contract is successfully negotiated with a qualified Proposer or the PRPA may elect to conduct a new solicitation if deemed in the best interests of PRPA.

7.7 Best and Final Offer (BAFO)

The PRPA reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs and proposal terms, as well as answers to specific questions that were identified during the evaluation of Proposals.

If the PRPA chooses to invoke this option, the Evaluation Committee will consider in its final evaluation any information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions.

7.8 Overall Evaluation and Final Recommendation

The Evaluation Committee will perform a final evaluation of Proposals based upon the evaluation criteria in the RFP considering the information provided in Proposals and subsequent information and clarifications requested. The Evaluation Committee will consider the Proposer's ability to perform, the value offered in their Proposal, and the reasonableness of the price proposed. Upon completion of the evaluation process, the Evaluation Committee will prepare a report establishing the ranking of Proposers based on the evaluation criteria. The Evaluation Committee will make a recommendation to the Executive Director.

7.9 Selection and Award Process

After final recommendation from the Evaluation Committee, negotiations, and Best and Final Offer, if any, the PRPA will present the final recommendation to the Executive Director. The recommendation shall be based on the "Qualified Proposer" with the Proposal, conforming to this RFP, which obtains the highest ranking. After considering the final recommendation from the Evaluation Committee, the Executive Director will issue a resolution to award or cancel. The resolution to award from the Executive Director shall include a determination that costs are reasonable.

Prior to the award of a contract, the PRPA must obtain Contractor clearance. To obtain clearance, the PRPA will use <https://www.sam.gov/SAM/> to verify whether the Contractor is or not debarred. Therefore, the Proposers must be registered in the System for Award Management (SAM) at the time of the Proposal submission or initiate the registration process right after the Proposal submission.

For more information about SAM go to <https://www.sam.gov/SAM/>. Awards will only be issued to entities which are cleared and not ineligible for award of a contract due to suspension, debarment, or HUD imposed limited denial of participation.

7.10 Contract Execution

The PRPA's decision is final. The PRPA will notify the Preferred Proponent, and the parties will proceed to negotiate a written agreement for the provision of the services requested in this RFP and such written agreements as may be required and mutually acceptable to the parties

(collectively, the “Definitive Agreements”), subject to compliance with all applicable laws and regulations.

The Preferred Proponent shall indemnify, hold harmless and release the PRPA from and against any and all claims resulting from the provision of services requested in this RFP. As such, the Preferred Proponent agrees to execute an indemnity agreement acceptable to the PRPA as part of the Definitive Agreements.

The execution of a contract will be subject to final approval by the PRPA’s Board of Directors, as well as any other approvals required by law, including the Puerto Rico Fiscal Agency and Financial Advisory Authority (known as “AAFAF” by its Spanish acronym) and the Financial Oversight and Management Board for Puerto Rico (FOMB).

Issuance of this RFP does not constitute a commitment by the PRPA to award a contract. None of the participants in this RFP process have any acquired proprietary rights. **The PRPA will not have any binding obligation, duties, or commitments to the Preferred Proponent until and unless the Contract has been duly executed and delivered by PRPA after approval by the appropriate governmental authorities.** If the PRPA is unable to negotiate a mutually satisfactory agreement with the Preferred Proponent, it may, in its sole discretion, negotiate with the next highest-ranked Proponent or cancel and reissue a new RFP.

8.PREFERENCE FOR SECTION 3 OF BUSINESS CONCERN, LOCAL PARTICIPATION, M/WMBE AND /OR DBE BUSINESS

The PRPA shall provide a preference of five (5) points in the evaluation criteria of the method of rating, for a greater local participation of Minority and/or Women-Owned (M/WBE) and Disadvantaged Business Enterprises (DBE). Proposers shall provide an explanation in their Proposals on how they are including Small, M/WBE, and/or DBE part of the proposed team, and how much work it estimates will be provided to those firms in this engagement. Explain how the M/WMBE(s) and/or DBE(s) will add value to the team and their expected role. Identify the Key Personnel from the M/WMBE(s) and/or DBE(s) and provide an indication of the expected level of involvement on the day-to-day activities and interaction with PRPA. Firms to be utilized as part of the Proposer’s team need to be identified and described in this section.

Proposers seeking M/WBE and/or DBE preference should provide a copy of their M/WBE and/or DBE certifications to evidence their status. PRPA shall provide a preference in the evaluation criteria rating, for a greater participation of Section 3 Business Concern and M/WBE Registered Puerto Rico Business. Proposers seeking Section 3 preference must be able to demonstrate they meet one of the following criteria:

- Fifty-one percent (51%) percent or more owned by Section 3 residents; or
- Have permanent, full-time employees at least thirty per cent (30%) of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents, or

- Have subcontracted or a commitment to sub-contract in excess of twenty-five percent (25%) percent of the total dollar award of all sub-contracts to be awarded to such businesses described above.

Proposers can locate the Section 3 or MWBE Policy document with all the related information of this topic available in English and Spanish on the PRDOH website.

- <https://cdbg-dr.pr.gov/en/download/section-3-policy/>
- <https://cdbg-dr.pr.gov/download/politica-sobre-seccion-3/>
- <https://cdbg-dr.pr.gov/en/download/mwbe-policy/>
- <https://cdbg-dr.pr.gov/download/politica-mwbe/>

Supporting evidence to substantiate Section 3 status can include: (i) Evidence of business ownership (e.g. Articles of Incorporation, By Laws, proof of fifty one percent (51%) company ownership, Partnership Agreement); (ii) Evidence of employees of the business (e.g. roster of permanent full time employees, Section 3 Resident Self Certification Form for each employee who qualifies as newly hired Section Resident employee); (iii) Duly signed letter evidencing subcontracting at least twenty-five percent (25%) of the dollar amount.

Proposers seeking M/WBE preference should provide a copy of their M/WBE certification to evidence their status.

9. MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO ALL PROPONENTS

9.1 Legal Requirements

Proponents are responsible for complying with all applicable legal requirements relating with contracting with governmental agencies of the Government, including without limitation those set forth in **the Certifications Exhibit**, and procuring and securing all licenses and permits required to provide the services procured herein.

9.2 Authorizations by Submission of a Proposal

Any and all information provided by a Proponent and its team members may be used by the PRPA to conduct credit and background checks. The Proponent agrees to execute any additional documentation requested by the PRPA to evidence this consent. At its discretion, the PRPA's staff may contact references and industry sources, investigate previous projects and current commitments, interview some or all of the proposed development team members, and take any other information into account in its evaluation of the responses. The PRPA reserves the right to request clarifications or additional information and to request that Proponents make presentations to the PRPA, community groups, or others.

9.3 Hold Harmless

By participating in this RFP process, each Proponent agrees to indemnify and hold harmless the

PRPA and its officers, employees, contractors and advisors from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a Proposal, and liabilities, losses, costs, and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection with this RFP process. This includes any and all activities related to the PRPA's exclusive negotiations with the Preferred Proponent.

9.4 Public Information

All information submitted in response to this RFP becomes property of the PRPA. The documents and other records submitted to the PRPA are part of the public record and subject to public disclosure; accordingly, information submitted should be expected to be subject to public availability. Therefore, **any response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information.** The PRPA will consider the treatment of such information as confidential as provided in and subject to Sections 9.7 below.

9.5 Conflicts of Interest

Each Proponent should clearly identify in its Proposal any person or entity that has assisted the Proponent in the preparation of its Proposal.

Moreover, any Proponent that wishes to enter into contracts with PRPA shall be required to disclose all the information needed for PRPA to evaluate in detail any transactions or applications submitted thereto and make correct and informed determinations. Thus, all Proponents shall certify that they do not represent public or private interests in cases or matters that involve conflicts of interest, or of public policy, between PRPA and the public private interests he/she represents, as required by Section 3.2(n) of Act 2-2018.

The Proponent shall notify PRPA as soon as possible if the potential contract or any aspect related to it raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (2013) (or 84.42 (2013), if applicable). The Proponent shall explain the actual or potential conflict in writing in sufficient detail so that PRPA is able to assess such situation.

Proponents shall include evidence that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities (www.sam.gov).

Proponents must provide a list of any other current or prior (3 years from the publication of the RFP) consulting contracts that the firm has/ had with PRPA, PRDOH 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. Because of the inherent conflict of interest arising from the nature of the services, it should be noted that any company or individual that has previously obtained a grant or program management contract within PRDOH IPG or Infra MIT program and/or

assisted as a subcontractor for such purpose is precluded from participating in this RFP.

In addition, PRPA may in the future request a list of direct or indirect relationships the Proponent or its professionals and/or subcontractors have to members of the PRPA or Board Members or executives of other public corporations of Puerto Rico.

It is necessary to reiterate that all work experience related to the Government of Puerto Rico, if any, must be described in detail. The description should include, but not be limited to: (1) period, (2) resources managed, (3) agencies and/or entities to which services were provided and (4) responsibility in such roles with their respective deliverables.

In the event of potential or perceived conflict of interest or unfair advantage, PRPA reserves the right, in the Government's best interest and at its sole discretion, to reject a proposal(s) outright or to impose additional conditions upon Proponents.

Any entity/person determined to have a conflict of interest or unfair advantage will not be able to participate as a team member for proposals in response to this RFP.

PRPA reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice if an actual conflict of interest, or the appearance of such conflict, is not cured to COR3's satisfaction.

9.6 Not a Contract

This RFP does not constitute and should not be construed in any way as an offer to enter into a contract with any individual or entity, thus no contract of any kind is formed under, or arises from, this RFP; provided, however, that nothing contained in this section shall affect in any way the rights and remedies afforded under this RFP to the PRPA.

9.7 Confidentiality of Information Associated to the PRPA

Information associated to the PRPA, or a Government Entity obtained by the Proponents as a result of participation in this RFP is confidential and must not be disclosed without prior written authorization from the PRPA.

9.8 Reservation of Rights

The PRPA reserves the right, in its sole and absolute discretion, without limitations to:

1. Reject any or all Proposals, waive any informality in the RFP process, or terminate the RFP process at any time if deemed to be in its best interests.
2. Reject and not consider any Proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete Proposal and/or Proposals offering alternate or non-requested services.
3. Cancel this solicitation and reissue the RFP or another version of it, if it considers that doing so is in the public's best interest.

4. PRPA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
5. Award the RFP to more than one Proponent based on ratings.
6. To require additional information from all Proposers to determine responsibility levels.
7. To contact any individuals, entities, or organizations that have had a business relationship with the Proposer.
8. In the event any resulting Contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, PRPA reserves the right to seek monetary restitution (to include, but not limited to, withholding of monies owed or the execution of the payment and performance bond) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning on the date of Contractor's termination through the contract expiration date.
9. Amend the Contract of the Selected Proponent to, among others, extend its original duration, as further explained in the RFP, or to extend the scale of its scope
10. To contract with one or more qualified Proposers because of the selection of qualified Proposers or the cancellation of this RFP.
11. The Selected Proponent shall be responsible for completing the activities outlined in the Scope of Work. The Selected Proposer will assist the PRPA in providing the resources needed to accomplish the assigned tasks.
12. The PRPA reserves the right to, at any time during the ensuing contract period and without penalty to the Selected Proposer(s) contracted because of this RFP, conduct additional competitive solicitations to obtain additional grant and program management services when, in the opinion of PRPA, it is in the best interests of the PRPA to do so.
13. Change, postpone, or suspend this RFP process or any or all phases, at any time for any reason or no reason.
14. Reject any or all the Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members; and

9.9 Disclosure

- (i) The information submitted by the Proponents may be subject to public disclosure in compliance with applicable law.
- (ii) All public information generated in relation to the process, including communications with the media and the public, must be coordinated with, and is subject to prior approval of the PRPA.

9.10 No Obligation to Accept Proposals

The PRPA is not obligated to accept a Proposal where, at the discretion of the PRPA, it is not in compliance with the requirements of this RFP; or it includes a false or misleading statement, claim or information; or background checks reveal any false statements in the Proposal.

9.11 No Collusion or Fraud

Each Proponent is held responsible to ensure that its participation in this RFP process is conducted without collusion or fraud.

9.12 Disclaimer

Information provided in this RFP regarding the procured services is believed to be reliable; however, each Proponent should rely exclusively on its own diligence, analysis, and experts to independently confirm and validate any information and/or data contained herein, provided in connection with this RFP or needed to form the basis of its Proposal.

All Proposals submitted to the PRPA are subject to public disclosure. An exception may be made for “trade secrets”. Additional information regarding the trade secrets’ requirement is available upon written request.

10.RECONSIDERATION AND JUDICIAL REVIEW

10.1 Reconsideration

Any person, party or entity that considers itself having been adversely affected by an award determination of the PRPA, made in relation to this RFP, may file a petition for reconsideration (“Protest”) before the PRPA Bids Appeals Board in accordance with Regulation 8981, and the *Puerto Rico Uniform Administrative Procedure Act*, Act No. 38-2017, 3 LPRA § 9659, as amended. A Protest must be in writing, shall be submitted with two (2) copies, and contain the following:

- The procurement title and/or number under which the Protest is made.
- Name and address of the allegedly aggrieved party.
- A summary of the Bids presented in the Auction and a true and concise narrative of the important and pertinent facts
- A detailed description of the specific grounds for the Protest, including a brief and concise statement of the errors and all supporting documentation.
- A discussion of the errors stated, including the applicable provisions of law and jurisprudence
- The specific ruling or relief requested.
- A protest bond that shall serve as security for any damages that the protest may cause to the PRPA, and which shall consist of fifteen percent (15%) of the Proposal amount, which shall not be reimbursable. The bond shall be posted in cash, certified check, money order or a bond issued by a company approved by the Office of the Commissioner of Insurance of Puerto Rico.

The Protest shall be addressed to:

Bid Appeals Board
PO Box 362829
San Juan, P.R. 00936-2829

A copy of the Protest shall be sent to the President of the Bids Board and to all Proponents participating in the RFP. The Protest must include a certification that the Bids Board and Proponents that participated in the RFP were notified by certified mail with return receipt, within the term established to submit the motion for reconsideration.

A request for reconsideration or other petition for review that fails to comply with applicable law may be dismissed or denied without further consideration.

The Bids Appeals Board shall consider the motion for reconsideration within ten (10) business days from the date of filing thereof. If the Bid Appeals Board does not resolve, address, or otherwise resolve the Protest, the period for seeking judicial review will begin to run after the aforementioned term.

10.2 Judicial Review

Any party adversely affected by a final decision or order by the Bid Appeals Board may seek judicial review before the Puerto Rico Court of Appeals within twenty (20) days from the date in which a copy of the notice of the final decision or order of the Bid Appeals Board is filed, or the term for the Bid Appeals Board to submit a decision has expired. The mere filing of an appeal for judicial review shall not have the effect of paralyzing or staying the award of the contested RFP.

CERTIFICATION

_____, who desires to enter into an agreement with the Puerto Rico Ports Authority (“PRPA”), certifies, represents, and warrants to the PRPA that:

1. Under penalty of nullity, no official, employee, or contractor of the PRPA will derive or obtain any benefit or profit of any kind from the contractual relationship that will result from this procurement. If such a benefit exists, the required waiver has been submitted before the Proposal.
2. None of the Members of the Board of Directors, Executives, Authorized Representatives, or Shareholders of our company have been accused and convicted of crimes against the Government of Puerto Rico or the Federal Government that involve appropriation of public funds or fraud against public property.
3. There is no criminal or civil procedure or investigation pending for any of the crimes or felonies described on the precedent paragraphs against any of the members of its Board of Directors, Executives, Authorized Representative or Shareholders.
4. We will inform the PRPA of any situation or procedure that may be initiated against any of the parties mentioned above any time after the signing of any agreement resulting from this RFP.
5. Our company: (a) does not discriminate in any manner against an employee, an applicant for employment, subcontractor or any person because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) includes a provision similar to that contained in subsection above in any subcontract executed in connection with the services to be provided under the contract resulting from this RFP, but excluding subcontracts for standard commercial supplies or raw materials; (c) posts in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause; and (d) maintains a written sexual harassment policy and informs our employees of the policy.
6. When issuing this Proposal, as an employer, we are in full compliance with Act No. 5 of December 30, 1986, as amended, also known as Organic Act for the Administration of Child Support Enforcement of the Government of Puerto Rico.
7. The Proposals have been prepared and developed without collusion with other Eligible Proponent and without effort to preclude the PRPA from obtaining the best competitive Proposal.
8. If an agreement is reached with the PRPA, we will be registered to do business in Puerto Rico and have any required business and professional licenses.
9. We understand that violation of these certifications may lead to resolution of the agreement resulting from this RFP without prior notice.
10. No PRPA official, employee, or contractor involved in this procurement has a financial interest in this contract, purchase, or commercial transaction, and neither has had, directly or indirectly, financial interest in this company for the last four years.

11. No PRPA's official, employee, or contractor solicited or accepted, directly or indirectly, for his/her, some member of its family unit or any other person, gifts, allowances, favors, services, donations, loans, or any other thing of monetary value.
12. No PRPA's official, employee, or contractor associated with this transaction solicited or accepted valuable goods from any person from my entity as payment to complete the duties or responsibilities of his/her job.
13. No PRPA's official, employee, or contractor asked, directly or indirectly, for him/her, or any member of his/her family unit, nor any other person, business or entity, valuable goods, including gifts, loans, pledges, or favors in exchange of acting to favor me or my entity.
14. I have no relationship within the fourth level of consanguinity or second of affinity with any employee that has the power to influence or participate in the organizational decisions of the PRPA.

Company:

Representative Name

Signature

Date

HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND PRDOH REQUIREMENTS

Given that the Subrecipient Agreement (Agreement) between Puerto Rico Ports Authority (PRPA) and Puerto Rico Department of Housing (PRDOH) involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract. In addition, if applicable, the Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions>.

These general provisions may be updated from time to time. It is the sole responsibility of the Contractor to be aware of any changes hereto, to amend and implement such changes and to ensure subcontracts terms and conditions are modified as necessary, if any.

General Provisions:

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the CONTRACT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the CONTRACT shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

3. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by PRPA, the PRDOH and/or the Government of Puerto Rico. The CONTRACTOR shall cooperate with all PRPA, the PRDOH and/or the Government of Puerto Rico efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

4. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The CONTRACTOR will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of \$10,000 or more, the CONTRACTOR shall file Form HUD 2516 (Contract and Subcontract Activity) with PRPA on a quarterly basis.

5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT

Contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

6. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

7. CONFLICTS OF INTEREST

The CONTRACTOR shall notify to PRPA as soon as possible if this CONTRACT or any aspect related to the anticipated work under this CONTRACT raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The CONTRACTOR shall explain the actual or potential conflict in writing in sufficient detail so that PRPA is able to assess such actual or potential conflict. The CONTRACTOR shall provide to PRPA any additional information necessary to fully assess and address such actual or potential conflict of interest. The CONTRACTOR shall accept any reasonable conflict mitigation strategy employed by PRPA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

8. CONTRACTING

The CONTRACTOR represents to PRPA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this CONTRACT.

9. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this CONTRACT and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of PRPA.

10. COPELAND “ANTI-KICKBACK” ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this CONTRACT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of 1934, 48 Stat. 948; (codified at 18 U.S.C. § 874; and 40 U.S.C. § 3145). The CONTRACTOR shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this CONTRACT to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers.)

The CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. § 3701 *et seq.*, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTOR or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the CWHSSA, and the CONTRACTOR and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

12. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The CONTRACTOR shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141 to 3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by CONTRACTOR or subcontractors, including employees of other governments, on construction work assisted under this CONTRACT, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act.

On a semi-annual basis, the CONTRACTOR shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to PRPA.

13. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

The CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- ix. Activities sponsored by the CONTRACTOR including social or recreational programs; and
- x. Any other term, condition, or privilege of employment.

2) The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3) In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the CONTRACTOR may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

5) The CONTRACTOR will notify each labor organization or representative of workers with which it has a collective bargaining CONTRACT or other contract understanding, that the

CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

14. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Subpt. B, Ch. 60). During the performance of this CONTRACT, the CONTRACTOR agrees as follows:

- 1) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4) The CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining CONTRACT or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting 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 non-compliance with the non-discrimination clause of this CONTRACT or with any of such rules, regulations or orders, this CONTRACT may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 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.

15. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts exceeding \$10,000)

The CONTRACTOR certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this CONTRACT. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B and Ch. I, Subch. C, Pt. 93, Subpt. B, as amended, Section 508 of the Federal Water Pollution Control Act (33 U.S.C. § 1368) and Executive Order 11738 of September 10, 1973.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall comply, the following:

- 1) The CONTRACTOR or subcontractors, certifies that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to Ch. I, Subch. C, Pt. 93, Subpt. B or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Ch. I, Subch. C, Pt. 60, Subpt. B, as amended.
- 2) The CONTRACTOR shall comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The CONTRACT, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the CONTRACT, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- 4) The CONTRACTOR certifies that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and

requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

17. ANTI-LOBBYING

(Applicable to contracts exceeding \$100,000)

By the execution of this CONTRACT, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACT, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative CONTRACT.

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 CONTRACT, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

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. 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.

18. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The CONTRACTOR shall comply with 2 C.F.R. § 200.326 minimum bonding requirements:

1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

2) A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price. A "performance bond" is one executed in connection with a contract to secure

fulfillment of all the CONTRACTOR's obligations under such contract.

3) A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

19. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

The work to be performed under this CONTRACT is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1) The parties to this CONTRACT agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. The Contractor certify that he is under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

2) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

3) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this Section 3 clause, upon a finding that the contractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not contract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

4) The CONTRACTOR acknowledges that contractors and subcontractors are required to meet the employment, training, and contracting requirements of 24 C.F.R. 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the CONTRACT is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.

6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of the CONTRACT for default, and debarment or suspension from future HUD assisted contracts.

7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section

7(b) of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5307(b), also applies to the work to be performed under this CONTRACT. Section 7(b) requires that to the greatest extent feasible:

- (i) preference and opportunities for training and employment shall be given to Indians, and
- (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this CONTRACT that are subject to the provisions of Section 3 and Section 7(b) agree to comply with

Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8) The CONTRACTOR agrees to submit quarterly reports to PRPA detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

20. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG- DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation

Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Ant Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance

and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project.

Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

21. FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

22. ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency as contained in the Government of Puerto Rico's energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

23. POLITICAL ACTIVITY

The CONTRACTOR agrees to comply with mandatory standards and policies relating to Hatch Political Activity Act (Hatch Act), 5 U.S.C. §§ 1501–1508, which limits the political activity of employees.

The CONTRACTOR shall comply with the Hatch Act and shall ensure that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. §§ 1501–1508.

24. HEALTH AND SAFETY STANDARDS

All parties participating in this CONTRACT agree to comply with Sections 3702 and 3704 (a) of the Contract Work Hours and Safety Standards Act (CWHSSA), 40 U.S.C. §§ 3702 and 3704. Section 3704 (a) of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to a contract to acquire a commercial product (as defined in 41 U.S.C. § 103) or a commercial service (as defined in 41 U.S.C. § 103a).

25. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this CONTRACT. Such personnel shall not be employees of, or have any contractual relationship with, the contracting party. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this CONTRACT.

26. WITHHOLDING OF WAGES

If in the performance of this CONTRACT, there is any underpayment of wages by the CONTRACTOR, the PRPA may withhold from the CONTRACTOR out of payment due to him or her an amount sufficient to pay to employees underpaid the difference between the wages required thereby to be paid and the wages actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by PRPA for and on account of the CONTRACTOR or subcontractor to the respective employees to whom they are due.

27. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of professional staff or technicians performing work under this CONTRACT shall be promptly reported in writing by the CONTRACTOR to PRPA for the latter's decision, which shall be final with respect thereto.

28. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS

No person employed on the services covered by this CONTRACT shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

29. INTEREST OF MEMBERS OF LOCAL PUBLIC AGENCY AND OTHERS

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The CONTRACTOR will be aware of and avoid any violation of the laws of this State which prohibit municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for

the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The CONTRACTOR will also be aware of and avoid any violation of the laws of this State which prescribe a criminal penalty for any public officer who has an interest in any contract passed by the board of which he or she is a member during the time he or she was a member and for one year thereafter.

30. INTEREST OF CERTAIN FEDERAL OFFICERS

No member of, or delegate to, the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this CONTRACT or to any benefit to arise therefrom.

31. INTEREST OF CONTRACTOR

The CONTRACTOR agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the Work hereunder. The CONTRACTOR further agrees that no person having any such interest shall be employed in the performance of this CONTRACT.

32. RELIGIOUS ACTIVITY

The CONTRACTOR agrees to provide equal participation to faith-based organizations in HUD programs and activities and to abstain from disfavoring any faith-based organization, including by failing to select a faith-based organization, disqualifying an faith-based organization, or imposing any condition or selection criterion that otherwise disfavors or penalizes an faith-based organizations in the selection process using any funds related to this CONTRACT. 24 C.F.R. 570.200(j); 24 C.F.R. § 5.109 (c).

33. FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4106, and the regulations in 44 C.F.R. parts 59 through 79. 24 C.F.R. § 570.605.

34. LEAD BASED PAINT

The CONTRACTOR must comply with the regulations regarding lead-based paint found at 24 C.F.R. Subt. A, Pt. 35, Subpt. A on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

35. VALUE ENGINEERING

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation.)

The CONTRACTOR must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318.(g).

36. GENERAL COMPLIANCE

The CONTRACTOR shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this CONTRACT. See Federal Register Notice 83 FR 5844 (February 9, 2018). Notwithstanding the foregoing, (1) the CONTRACTOR does not assume any of the PRDOH's responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the CONTRACTOR does not assume any of the PRDOH's responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52.

The CONTRACTOR shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this CONTRACT, regardless of whether CDBG-DR funds are made available to the CONTRACTOR on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Subt. A, Pt. 35, Subpt. A; 24 C.F.R. Part 58; 24 C.F.R. Part 75; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment, and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notice dated February 9, 2018, at 83 FR 5844 or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The CONTRACTOR also agrees to comply with all other applicable Federal, State, and local laws,

regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Grant Funds provided under this CONTRACT. In the event a conflict arises between the provisions of this CONTRACT and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control and this CONTRACT shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The CONTRACTOR shall also comply with applicable PRDOH's policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the CDBGDR Website (www.cdbg-dr.pr.gov) which are herein included and made integral part of this CONTRACT, as it may be updated from time to time.

37. DRUG-FREE WORKPLACE

The CONTRACTOR must comply with drug-free workplace requirements in 2 C.F.R. §§ 182.200 through 182.230 of the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 81018106.

38. HOLD HARMLESS

The CONTRACTOR shall and hereby agrees to hold harmless, defend (with counsel acceptable to PRPA and the PRDOH) and indemnify the Government of Puerto Rico, PRPA, PRDOH, HUD and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this CONTRACT, and losses of any form or nature arising from or related to the conduct of the CONTRACTOR in the performance of the efforts called for in this CONTRACT. This indemnity shall expressly include, but is not limited to, the obligation of the CONTRACTOR to indemnify and reimburse PRPA and the PRDOH for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the PRPA's and

PRDOH's enforcement of this CONTRACT or any portion thereof against the CONTRACTOR or otherwise arising in connection with the CONTRACTOR's breach, violation, or other non-compliance with this CONTRACT. This clause shall survive indefinitely the termination of this CONTRACT for any reason.

39. PRDOH RECOGNITION

Unless otherwise directed by the PRDOH and PRPA, the CONTRACTOR shall ensure recognition of the role of HUD and the PRDOH in providing funding, services, and efforts through this CONTRACT. Unless otherwise directed by the PRDOH and PRPA, all activities, facilities, and items utilized pursuant to this CONTRACT shall be prominently labeled as to role of HUD and of the PRDOH. In addition, the CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. The PRDOH and PRPA reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal or addition of such recognition.

40. LOGOS CLAUSE

The Parties hereto will not use the name of the other party, seals, logos, emblems or any distinctive trademark/ trade name, without the prior written express authorization of the other party.

41. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The CONTRACTOR shall comply with the applicable provisions in 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200.

42. FINANCIAL & PROGRAM MANAGEMENT

The CONTRACTOR shall administer its program in conformance with Cost Principles as outlined in 2 C.F.R. § 200.400 through 2 C.F.R. § 200.476, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

43. DOCUMENTATION AND RECORD KEEPING

The CONTRACTOR shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this CONTRACT, as well as any additional records required by PRPA and the PRDOH. Such records shall include but not be limited

to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR programs, as modified by the HUD Notices;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;
- f. Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200;
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

44. ACCESS TO RECORDS

The Government of Puerto Rico, PRPA, the PRDOH, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the CONTRACTOR which are related to this CONTRACT, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

45. RECORD RETENTION AND TRANSMISSION OF RECORDS TO PRPA

The CONTRACTOR shall retain all official records on programs and individual activities shall be retained for the greater of **five (5) years**, starting from the closeout of this CONTRACT. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention,

will be kept until completion of the action and resolution of all issues or the end of the regular **five (5) year period**, whichever is longer. (See 2 C.F.R. § 200.333 and 24 C.F.R. § 570.490(d).) Records shall be made available to PRPA upon request.

46. AUDITS AND INSPECTIONS

All CONTRACTOR records with respect to any matters covered by this CONTRACT shall be made available to PRPA, the PRDOH, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within **thirty (30) days** after receipt by the CONTRACTOR. Failure of the CONTRACTOR to comply with the above audit requirements shall constitute a violation of this CONTRACT and may result in the withholding of future payments and/or termination.

47. INSPECTIONS AND MONITORING

The CONTRACTOR shall permit PRPA and the PRDOH and auditors to have access to the CONTRACTOR's records and financial statements as necessary for PRPA and the PRDOH to meet the requirements of 2 C.F.R. Part 200.

48. CORRECTIVE ACTIONS

PRPA and the PRDOH may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. PRPA and the PRDOH may require the CONTRACTOR to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the CONTRACTOR from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the CONTRACTOR utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this CONTRACT, PRPA and the PRDOH may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

49. NONDISCRIMINATION

The CONTRACTOR shall comply with 24 C.F.R. Part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309. Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The CONTRACTOR shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107 (**Age Discrimination Act**) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the CONTRACTOR shall comply with regulations of 24 C.F.R. Part 8, which implement Section

504 for HUD programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD programs.

The CONTRACTOR shall ensure that all CDBG-DR activities conducted by itself or its subcontractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.iv

50. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The CONTRACTOR shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4156, requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 C.F.R. § 40.2 or the description of “facilities” in 41 C.F.R. § 102–76.60 are subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and 41 C.F.R. Subt. C, Ch. 102, for general type buildings).

The Americans With Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101 *et seq.* (ADA), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The CONTRACTOR agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non- discrimination provisions in Section 109 of the HCDA are still applicable.

51. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

1) General Compliance:

The CONTRACTOR shall comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, and 24 C.F.R. § 570.601 and § 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this CONTRACT.

The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The CONTRACTOR shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of

1964 or 24 C.F.R. Part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

2) Women- and Minority-Owned Businesses (W/MBE)

The CONTRACTOR shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (6) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the CONTRACTOR procures property or services under this CONTRACT. As used in this CONTRACT, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended, 15 U.S.C. § 632 (a), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the CONTRACTOR shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. CONTRACTOR shall also complete quarterly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. CONTRACTOR shall also document their efforts and submit those to PRPA on a quarterly basis. See the M/WBE Policy, as found in the CDBG-DR Website (www.cdbg-dr.pr.gov) which is herein included and made integral part of this CONTRACT, as it may be updated from time to time.

3) Notifications

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONTRACTOR's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer.

52. LABOR STANDARDS

The CONTRACTOR shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this CONTRACT shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the

Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units. The CONTRACTOR agrees to comply with the (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5. The CONTRACTOR shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to PRPA and the PRDOH for review upon request. The CONTRACTOR is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

53. CONDUCT

1) Conflict of Interest

The CONTRACTOR agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611, which include (but are not limited to) the following:

- a. It is presumed that the CONTRACTOR is subject to state and local ethic laws and regulations related to the conduct of its officers, employees or agents engaged in the award and administration of this CONTRACT.
- b. In the event the CONTRACTOR is not, the CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this CONTRACT. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would rise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub CONTRACTs. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract or subcontract with respect to the CDBG-DR assisted activity, or with respect to the proceeds from the CDBG-DR assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of **one (1) year** thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of PRPA, the PRDOH, or any designated public agency.
- d. Clause of Governmental Ethics Certification of Absence of Conflict of Interests – The CONTRACTOR certifies that: (1) No public servant of PRPA or the PRDOH has pecuniary interest in this contract. (2) No public servant of PRPA or the PRDOH has solicited or accepted, directly or indirectly, for him (her), for any member of his family unit or for any other person, gifts, allowances, favors, services, donations loans or any other thing of monetary value. (3) No

public servant of PRPA or the PRDOH related to this transaction, asked for or accepted any good of economic value, from any person or organization as payment for the duties and responsibilities of his employment. (4) No public servant of PRPA or the PRDOH has solicited, directly or indirectly, for him (her), any member of his family unit, neither for any other person, business or organization, any good of economic value, including gifts, loans, promises, favors or services in exchange for his(her) obligations and performance of said public employment, to influence or favor any organization. (5) No public servant of PRPA or the PRDOH has kinship relationship, within the fourth degree of consanguinity and second by affinity, with nobody in public employment that has faculty to influence and to participate in the institutional decisions of this CONTRACT.

54. TECHNICAL ASSISTANCE AND TRAININGS

The CONTRACTOR shall attend any and all technical assistance and/or trainings that the PRPA requires from time to time at its discretion. Failure to attend may be considered as cause for termination.



Cost Proposal

**Request for Proposal for the Acquisition of Grant and Program Management
Professional Services for Community Development Block Grant (CDBG)**

Name of Proposer: _____

Positions	No. Positions	Hourly Rate
Project Lead/Principal	1	
Project Manager		
Program Manager		
Assistant Project Manager		
Administrative Assistant		
Grant Manager		
Subject Matter Expert		
Compliance Officer		
Finance Officer		
Procurement Officer		
Funding Consultant		

Mark only the blank cells. Other alterations to this template will not be accepted.

* By: _____
(Signature of Proposer)

(Printed Name of Proposer)

(Position)

* By signing this form, the Proposer represents and warrants that all information provided in the response submitted shall be true, correct, and complete. The Proposer must edit this template according to their cost breakdown.

<Hourly rate is per person.

Proponents may provide the amount of personnel they deem necessary to perform and fulfill the work required in the Scope Services, EXCEPT for the Project Lead/Principal